



# VILLAGE OF BENSENVILLE

## Village Board

President

Frank Soto

## Trustees

Morris Bartlett

Bob Jarecki

Martin O'Connell

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

## Village Manager

Michael Cassidy

## Village of Bensenville, Illinois

### BOARD OF TRUSTEES

### MEETING AGENDA

**6:30 P.M. Tuesday, May 10, 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
  - April 19, 2011 - Special Board of Trustees
- VI. WARRANT – May 10, 2011 #11/10 - \$525,835.13
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF STANDING COMMITTEES**
  - A. Community and Economic Development Committee
    - 1. *Resolution Authorizing the Execution of an Agreement with AECOM Technical Services, Inc.*
  - B. Infrastructure and Environment Committee – No Report
  - C. Administration, Finance and Legislation Committee
    - 1. *Resolution Adopting Revised Structure of Village Board Standing Committees*
    - 2. *Resolution Amending 2011 Schedule of Meetings of the Village Board Standing Committees*
  - D. Public Safety Committee
    - 1. *Consideration of an Enabling Ordinance Authorizing a Police Officer Application Fee*

2. *Consideration of a Resolution Authorizing Changes in Police Officer Qualifications and Appointment Process*

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

*Proclamation of Thank You to Kiwanis International and the  
Volunteers Who Participated in the 2011 Redmond Park Cleanup*

*Mayoral Appointments*

B. VILLAGE MANAGER'S REPORT

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

**MINUTES OF THE SPECIAL VILLAGE BOARD OF TRUSTEES**  
**MEETING**  
**April 19, 2011**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 7:00 p.m.

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

Adamowski, Bartlett, O'Connell, Peconio, Wessler

Absent: Johnson

A quorum was present.

**APPROVAL OF MINUTES:**

3. There were no minutes for approval.

**WARRANT NO. 11/08:**

4. President Soto presented **Warrant No. 11/08** in the amount of \$416,673.30.

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

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.  
R-35-2011:**

5. President Soto gave the summarization of the action contemplated in **Resolution No. R-35-2011** entitled **A Resolution Approving Resident Engineering Short List.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.  
R-36-2011:**

6. President Soto gave the summarization of the action contemplated in **Resolution No. R-36-2011** entitled **A Resolution Authorizing the Execution of a Purchase Order and Contract for Resident Engineering Services for Northern Industrial Park SSA Project to Civiltech Engineering, Inc.**

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

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

NAYS: Peconio, President Soto

Motion carried.

**Resolution No.  
R-37-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-37-2011** entitled **A Resolution Approving the Short List in Engineering Firms to Provide Design Engineering Services for the Village of Bensenville Over the Next Two Years Based on the Results of a Formal RFQ/RFP Process.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.**  
                  :

8. President Soto gave the summarization of the action contemplated in **Resolution No. \_\_\_\_\_** entitled **A Resolution to Approve a Contract for Salt Dome Construction with Bulk Storage, Inc.**

Motion: Trustee Peconio made motion to table this item until a future Village Board Meeting. Trustee Wessler seconded the motion.

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.**  
**R-38-2011:**

9. President Soto gave the summarization of the action contemplated in **Resolution No. R-38-2011** entitled **A Resolution Approving a Contract with Workmasters for Handicap Accessibility Improvements at Village Hall and Police Station. (Work being undertaken in Conjunction with a DuPage County Community Development Block Grant {CDGB})**

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

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

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.  
28-2011:**

10. President Soto gave the summarization of the action contemplated in **Ordinance No. 28-2011** entitled **An Ordinance Designating the Village of Bensenville North Industrial District Tax Increment Financing District Redevelopment Project Area.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.  
29-2011:**

11. President Soto gave the summarization of the action contemplated in **Ordinance No. 29-2011** entitled **An Ordinance Approving the Village of Bensenville North Industrial District Tax Increment Financing District Redevelopment Project Area Redevelopment Plana and Project.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.  
30-2011:**

12. President Soto gave the summarization of the action contemplated in **Ordinance No. 30-2011** entitled **An Ordinance Adopting Tax Increment Financing for the Village of Bensenville North Industrial District Tax Increment Financing District.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.  
31-2011:**

13. President Soto gave the summarization of the action contemplated in **Ordinance No. 31-2011** entitled **An Ordinance Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) of the Village of Bensenville, DuPage and Cook Counties, Illinois, in the Aggregate Principle Amount of Not to Exceed \$19,500,000 for the Purpose of Financing Certain Capital Redevelopment Projects within the North Industrial District Tax Increment Financing District and Other Adjacent Redevelopment Project Areas, Each Established by the Village.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.  
R-39-2011:**

14. President Soto gave the summarization of the action contemplated in **Resolution No. R-39-2011** entitled **A Resolution Expressing Official Intent Regarding Certain Capital Expenditures to be Reimbursed from Proceeds of an Obligation to be issued by the Village of Bensenville, DuPage and Cook Counties, Illinois.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Ordinance No.  
32-2011:**

15. President Soto gave the summarization of the action contemplated in **Ordinance No. 32-2011** entitled **An Ordinance Approving the 1<sup>st</sup> Amendment to the Village of Bensenville Fiscal Year 2011 Budget.**

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

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

NAYS: None

All were in favor.

Motion carried.

**Resolution No.  
R-40-2011:**

16. President Soto gave the summarization of the action contemplated in **Resolution No. R-40-2011** entitled **A Resolution Authorizing the Execution of an Agreement with Bensenville Associates Limited Partnership for the Sale of a Second Mortgage Note and Limited Partnership Interest by the Village of Bensenville.**

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

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

NAYS: None

All were in favor.

Motion carried.



**ADJOURNMENT:** Trustee Bartlett made a motion to adjourn the meeting. Trustee Peconio seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:36 p.m.

Corey Williamsen  
Deputy Village Clerk

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



**TYPE:** Resolution **SUBMITTED BY:** Denise Pieroni **DATE:** 5/05/11

**DESCRIPTION:** Approving and authorizing execution of agreement with AECOM to perform a Village-wide Airport Compatibility Study.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** N/A – Board authorization to proceed with the negotiation of contract terms **DATE:** 1/11/11

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**BACKGROUND:** The Village was awarded a grant from the Federal Aviation Administration to prepare an Airport Compatibility Study. The \$800,000 grant with a \$200,000 Village match will position the Village to best capture the future benefits of our location adjacent to O'Hare Airport while preserving our quality of life. In 2010 a Request For Proposals was distributed and six teams submitted proposals. The proposals for the study ranged in cost from a low of \$780,000 to a high of \$935,000. Four firms were "short-listed" and made public presentations on November 22, 2010. A recommendation to authorize the Village Manager to negotiate the terms of an agreement with AECOM for the work was approved by the Village Board in January 2011. These negotiations have been successfully completed and the staff is now presenting for Board consideration the formal agreement between the parties.

**KEY ISSUES:** The total cost of the study, as identified in the agreement, is \$877,500. One of our objectives for 2011 was to focus on stormwater management. This issue also has a significant impact on future development/redevelopment within the identified Sub-Areas included in this study. As such the scope of the study has been expanded to include stormwater master plans (including modeling) for both the Silver Creek (including the Bensenville Ditch) and the Addison Creek Watersheds. The total cost of this component of the study is \$185,000 of which \$108,000 will be covered through the grant with the remaining additional \$77,500 of the cost being paid by the Village and applied as a credit to our \$200,000 match.

**ALTERNATIVES:**

1. Discretion of the Board

**RECOMMENDATION:** Based on the culmination of successful negotiations on the terms of the agreement, staff recommends approval of the contract with AECOM at a cost of \$877,500. As was noted in January when AECOM was recommended for this project, this firm has experience with similar projects and the specific tasks associated with the study and will assist the Village in creating a strategy that will assist us in accomplishing our vision for positive community growth.

**BUDGET IMPACT:** The Village will be reimbursed for the majority of the direct cost of the study through the grant provided by the FAA. The additional direct cost of the stormwater component of the project will be covered with that portion of the dollars included in the 2011 Budget for stormwater studies and will be also be used to cover \$77,500 of our \$200,000 match requirement. The remaining \$123,500 of this match will be met through both in-kind services by staff and existing professional service contracts.

**ACTION REQUIRED:** Board passage of the resolution approving the contract with AECOM and authorizing its execution by the Village Manager.

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
WITH AECOM TECHNICAL SERVICES, INC.**

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

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

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

WHEREAS, the Village has secured funding for hiring a consultant to work with it to provide an Airport Compatibility Study and master planning for the Village, targeting several high priority areas for development and intermodal planning; and

WHEREAS, AECOM Technical Services, Inc. has the necessary background, training and experience to provide the consulting services required for this project; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into an agreement with AECOM Technical Services, Inc. to provide the services as outlined in the Agreement, which is attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

**SECTION TWO:**      The Village President is hereby authorized and directed to execute

on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 10th day of May, 2010.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

This Agreement is made and entered into this 10<sup>th</sup> day of May, 2011, by and between Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106, a municipality ("Client") and AECOM Technical Services, Inc., located at 303 E. Wacker Dr., Chicago, IL, 60601, a California corporation ("Consultant"); jointly referred to as the "Parties".

**WITNESSETH:**

WHEREAS, Client desires to engage Consultant to provide professional planning, consulting, architectural and engineering Services in connection with the FAA Compatibility Study, comprehensive planning and consulting (the "Project"), and,

WHEREAS, Consultant represents that it is licensed, fully qualified and willing to perform the Services required hereunder,

NOW, THEREFORE, for and in consideration of the covenants and conditions hereinafter set forth, the Parties do mutually agree as follows:

**I. DESCRIPTION OF PROJECT**

Airport Compatibility Study and master planning for the Village, targeting several high priority areas for development and intermodal planning.

**II. STATEMENT OF CONSULTANT'S WORK**

Consultant agrees to satisfactorily perform the Services set forth in Exhibit "A", entitled, "Scope of Services".

**III. COMPENSATION, INVOICING AND PAYMENT**

For and in consideration of the Services satisfactorily performed by Consultant under this Agreement, Client agrees to pay Consultant in accordance with Exhibit "B", entitled "Compensation, Invoicing, Payment".

**IV. GENERAL PROVISIONS**

Consultant agrees to be bound by Exhibit "C", entitled "General Provisions for Consultant Agreement".

**V. GENERAL LIMITING CONDITIONS**

Every reasonable effort has been made to ensure that the data contained in this report are accurate as of the date of this study; however, factors exist that are outside the control of Consultant and that may affect the estimates and/or projections noted herein. This study is based on estimates, assumptions and other information developed by Consultant from

its independent research effort, general knowledge of the industry, and information provided by and consultations with Client and Client's representatives. No responsibility is assumed for inaccuracies in reporting by the client, the client's agent and representatives, or any other data source used in preparing or presenting this study.

This report is based on information that was current as of April 1, 2011 and Consultant has not undertaken any update of its research effort since such date.

Because future events and circumstances, many of which are not known as of the date of this study, may affect the estimates contained therein, no warranty or representation is made by Consultant that any of the projected values or results contained in this study will actually be achieved.

Upon receipt of the study in final form, the Client shall retain the right to publish the study, or parts thereof, as Client deems fit. Prior to completion of the study in final form, abstracting, excerpting or summarization of this study may not be made without first obtaining the prior written consent of Consultant. Further, Consultant has served solely in the capacity of consultant and has not rendered any expert opinions. This study is not to be used in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the Client. This study may not be used for purposes other than that for which it is prepared or for which prior written consent has first been obtained from Consultant. Any changes made to the study, or any use of the study not specifically prescribed under agreement between the parties or otherwise expressly approved by Consultant, shall be at the sole risk of the party making such changes or adopting such use.

This study is qualified in its entirety by, and should be considered in light of, these limitations, conditions and considerations.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement effective on the date first above written.

Village of Bensenville

AECOM Technical Services, Inc.

By: Michael Cassady  
(Typed Name)

By: Meghan K. Harte  
(Typed Name)

Title: Village Manager

Title: Vice President

Date:

Date:

## **EXHIBIT A**

### **STATEMENT OF SERVICES**

Consultant, upon receipt of written authorization to proceed, shall commence performance of the Services set forth below.



## **Part 1 – Project Management and Media Outreach**

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### **Task 1. Initial Organization**

The approach assumes that Consultant and Client will constitute the “Core Team” (“Team”) for this engagement. Consultant intends to hold monthly meetings with Client to present findings, get critical information and test planning concepts and give general updates to the planning process. As part of this initial effort, the Team will begin to develop a list of core stakeholders to be interviewed as part of the plan, including local companies, elected leadership, community organizations, and institutional anchors. Stakeholders will include Metra / RTA, Canadian Pacific, CMAP, Du Page County / Choose Du Page, Bensenville Business Advisory Council, Bensenville Community Development Commission and others. The reputation of the Village will be a critical factor in terms of the successful implementation of the blueprint for development that will be created in this study. As such this study needs to be approached in a manner that will enhance the Village’s opportunity to submit and competitively compete for such honors as the Burnham Award and All American Cities.

### **Task 2. Coordination / Data Gathering**

- GIS Development including the gathering of new and organizing existing data
- Review of previous reports including but not limited to:
  - Bensenville Comprehensive Plan Report, Sections a & b
  - 2004 Corridor Plan
  - Alternative Redevelopment Strategies, Adopted 4.8.2009
  - Bensenville Zoning Code
  - Bensenville Appearance Code
  - Transit Improvement Plan and Station Area/Corridor Study

### **Task 3. Media Outreach Plan**

The Team will develop concise and compelling messages that will position this project for success and longevity. Once the Team has developed a refined suite of primary and secondary message points, Consultant will use these messages to inform the entirety of Consultant work, including fact sheets, website content, ongoing media relations and thought leadership opportunities, materials development and internal communications. Consultant will review with and obtain approval from Client on promotional materials prior to public release.

### **Media Planning and Ongoing Outreach**

The Consultant’s media team (“CG&A”) knows how to place newsworthy stories, and has long-standing relationships with reporters who trust their work. They will leverage these relationships and develop thoughtful creative pitches to ensure that the new plans for Bensenville receive the attention they deserve.

Media outreach will begin with a launch event, detailed in the following section. Consultant will be responsible for:

- Developing and maintaining page/materials for website and social media sites
- Media Plan Development: Fact sheet (English & Spanish) / Press release(s)
  - Media Outreach: Pitch stories
  - Schedule interviews and press events
  - Editorial board outreach: Ed board meeting planning / Letters to editors / Op-Ed writing
  - Media monitoring: Monitor daily clips in-house / Use clipping services for larger events/stories
  - Reports and analysis: Media hits / Website hits

### **Potential Kick-Off at Separate or Construction Ground Breaking Event**

The Consultant will create press materials and assist in a communications campaign if Client decides to hold a separate kick-off event or coordinate in conjunction with a ground breaking event for construction work in the Northern Business District. Consultant will prepare press kits and alert the media, follow-up with media and pitch the story to build awareness of the vision for Bensenville. Securing a location will be the responsibility of the Client and identifying appropriate event participants, with the exception of representatives from the media, will be the shared responsibility of the Team.

### **Community Outreach**

Based on the community's demographics, to the fullest extent possible outreach efforts shall be bi-lingual. The Consultant will assist in the development of a community outreach strategy, which will include one (1) public meeting to increase transparency and maximize input from all stakeholders. For this public meeting, Consultant will develop presentation materials and provide talking points and presentation training as needed. A Spanish-speaking facilitator will also be in attendance. Consultant will manage all media and advertising outreach around the public meeting, including meeting notification in relevant local outlets. In addition, Consultant will staff two (2) existing community events such as organizational meetings and/or other existing events, or will identify other mechanisms for reaching Bensenville residents/stakeholders. In addition to staffing events, consultant will design materials for distribution. Costs related to the mass production of the materials will be responsibility of the Client.

### **Website Content & Strategy**

A recent report from the Pew Internet Project and the Monitor Institute shows that those who believe "city hall" is sharing information well are more likely to feel good about the overall quality of their community and the overall performance of their local government. With this in mind, Consultant will develop a dedicated section on the Client's website for communications about this project. The Consultant will develop content, using the key messages as a guide, and provide a basic strategy for implementation. Consultant will update/provide periodic updates, based on project milestones through the completion of the project.

### **Social Media Support**

Consultant will create and post a Facebook to monitor, through Facebook's targeted outreach campaigns, performance and user interactions through click-through rate measurements and insights provided by Facebook, as well as boost direct website traffic within a desired demographic. For example, there are approximately 2,500 Facebook users who are over age 18 and who self-identify as living in Bensenville.

## Part 2 - Infrastructure Survey

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### Task 1. Field Survey and Analysis

The survey limits for this project will include the area within the Village of Bensenville corporate limits that were not previously documented by the Client's Public Works Department. It is assumed that the field data collection work for approximately 70% of the Village of Bensenville was been completed and mapped. The survey estimate will be split into two estimates. Since a portion within the north industrial park will be starting reconstruction within the next few months we will except this area out of the first estimate and provide, if requested by Client, a separate cost for coming back to finish the survey later in the year.

The survey will include:

- The necessary field data collection required to obtain GPS location and element attributes for all Village infrastructure including but not limited to water valves, hydrants, street lights, traffic signals, street signs, storm sewer inlets and manholes, and sanitary sewer manholes.
- The necessary field or aerial data collection required to develop and generate a GIS layer identifying the impervious surface area for each parcel within the Village.
- The necessary field or aerial data collection required to develop and generate a GIS layer of each watershed within the Village, including include any associated sub-watersheds or tributaries.

In the process of obtaining and performing the necessary survey, the following assumptions are identified:

- Consultant will communicate directly with the Client's Department of Public Works concerning any access issues or coordinating busy street sites prior to the start of any survey. Some of the public lines are assumed to cross private properties and access will be coordinated with the Client prior to entering these sites.
- The field survey will be completed to the Illinois State Plane Coordinate System, East Zone, NAD 83 and to the NAVD 88 vertical adjustment. The survey will be verified against existing features already surveyed by the Village of Bensenville in their GIS system. Any discrepancies found will be communicated directly with Client and resolution determined jointly.
- No boundary line work is assumed to be needed and is not included in this proposal.
- The first part of the work will be completed within two months after receiving approval to proceed and the second part of the work will be completed within 6 weeks after receiving the approval to proceed.
- Consultant will be provided the GIS information from Client that has already been surveyed along with systems maps of the utilities prior to the start of the survey.
- Consultant will not be resurveying any of the existing data from Client except at the match areas.

- The parkway trees have been previously documented by another firm and are assumed to not be included in this proposal.
- Any permitting to access State right-of-way will be completed by the Client if needed.

Part 2, Task 1 Deliverables will include:

- ArcMap 10 GIS shape files for each identified item. Shape files shall be defined as the complete data package including “.shp”, “.shx”, “.dbf”, and “.sbn or .sbx” files.

## **Part 3 - Land Use, Zoning, and Planning Analysis**

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### **Task 1. Airport Compatibility**

Consultant will review existing land use and zoning maps for the Village, evaluating them with respect to current and full build out noise contours provided by the City of Chicago, as well as flight / approach requirements and FFA height regulations around O'Hare Airport. Mapping capabilities will be used to determine the limits of the impacts for noise on the areas of the Village affected.

Consultant approach will consider areas where changes to noise contours and approach requirements will influence the nature and character of business activity, covering use as well as density and building height. Industry profiles will be developed to clarify sectors that could operate under increases in noise and vibration. Consideration will be given to industrial and commercial properties affected and how the environmental conditions can be mitigated and also determine the need for any infrastructure changes and revisions to zoning, factoring in implications for use, changing density and building height.

Part 3, Task 1 Deliverables will include:

- Map and supporting documentation identifying areas that are compatible with future airport growth
- Map and supporting documentation identifying areas that are currently blighted and in need of redevelopment / revitalization.(In establishing the North Industrial TIF District (“TIF #13”) an analysis of the condition of the structures within the TIF #13 Study Area was undertaken. Consultant and Client to determine what elements of this analysis will assist in completing this task and Client will provide. Consultant will be responsible for obtaining this information on areas not included in the TIF #13 Study Area and for obtaining any additional information on the entire area that may be necessary in order to develop this map and supporting documents.)
- Map and supporting documentation identifying transitional zones, edges, and buffers between the airport and adjacent areas.
- Identification of preferred locations for a new Public Safety facilities based on airport compatibility/impacts and interviews with Client.

## **Task 2. Plan and Sub Area Profiles**

The Client has clearly identified the primary potential redevelopment areas (hereinafter referred to Sub-Areas #1 - #4) that should be the focus of the land use planning effort. To the extent that a broader approach to certain key components that will impact development opportunities within these Sub-Areas (including but not limited to, condition and capacity of current utility and communication infrastructure, connectivity and transportation systems and the stormwater management system) is required, such master plans shall be developed and provided as deliverables within the scope of this project. The Client's current General Comprehensive Plan (GCP) is obsolete as may also be the case with the supplemental Corridor Plan adopted in 2004. The Consultant shall prepare their deliverables for this project so to facilitate incorporation of the deliverables as sections into the Client's General Comprehensive Plan.

Relative to the Sub-Areas, the Consultant will identify opportunity sites for future development in each Sub Area. The intent is to create a physical template to guide future development based on the results of the Economic Development Strategy and its components. Although these areas are in close proximity and impact each other, each area presents a different set of issues and challenges.

Throughout the development of the land use and Sub-Areas Plans, the Consultant will meet with the Client and, as directed by the Client, the Bensenville Business Advisory Council to present design alternatives at key points throughout the process. As directed by the Client, feedback from the Bensenville Business Advisory Council will be incorporated into the refinements of the land use plans and upon completion of certain milestones established by the Team

### **Sub-Area #1 Northern Business District (including the Thorndale Corridor and Western Access) (See attached map – Appendix I to Statement of Services)**

More than any other Sub-Area, the Consultant will need to fully understand the existing conditions in the Northern Business District.. The goal will be to have a thorough understanding of the ownership of each facility, which facilities are currently in operation, which are owner occupied and which are leased and, if leased, the duration and key terms of these leases and which are dormant or vacant. In addition, Consultant will identify and develop a full understanding of key brownfield sites and work closely with the Client to develop a strategy on how to address these areas. This exercise will allow the design team to identify buildings that could be potentially re-purposed to support larger operations or demolished to make way for new development or public use. Supported by the economic analysis, the land use plan and urban framework strategy for the Northern Business District area will be focused on developing one or more new commercial zones within this area.

Working closely with their transportation experts, the Consultant will develop a streetscape strategy and identify public right of way improvements for the Northern Business District and the major corridors servicing this District, providing the proper balance between truck, freight, and vehicular movement from the citizens of Bensenville. The Consultant will also assess the role

and utilization for the industrial railroad tracks and service in the Northern Business District sub-area.

**Sub-Area #2 Midtown District (See attached map – Appendix I to Statement of Services)**

Using the existing conditions data developed in Task 1 of Part 3, the Consultant will develop a plan for the Midtown District. . The plan will identify opportunity sites for future development and create a land use strategy that will not only identify the highest and best use for the corridor, but successfully balance new development with existing residential and commercial uses. Using the economic analysis, the Consultant will create a development program that will be used to structure a master plan for the District. As part of this sub-area effort, the consultant team will also review the recently completed Transit Improvement Plan and Station Area/Corridor Study which includes the Irving Park Corridor. The Consultant will make additional land use and urban design recommendations that build on the existing plan and will develop a streetscape plan for the Midtown District.

Elements of the Plan will include the location of proposed buildings by use, access to parking, and how the corridor relates to the built environment within the Village. Consultant will also create a conceptual streetscape improvement plan that will incorporate unifying features and strengthen the identity of Irving Park Road and the Village. This will include a full examination within the public right of way including travel and parking lanes, streetscape elements as well as pedestrian movement within the Midtown District and along its major corridor – Irving Park Road. The analysis will need to consider buffer areas between industrial, commercial and residential development, and evaluate how planned transportation and access changes brought on by the Western Bypass could impact existing proximate land use patterns.

**Sub-Area #3 Downtown Bensenville (See attached map – Appendix I to Statement of Services)**

Consultant will thoroughly review the Transit Improvement Plan and Station Area/Corridor Study and make additional land use and urban design recommendations that build upon the plan that was developed for the downtown Bensenville Metra Station. Consultant will closely examine how buildings were positioned in relation to the built environment and other proposed buildings. In addition, Consultant will develop urban design concepts for the parcel at the northwest corner of East Green Street and South York Road. Residential building types and densities, unit total, and unit mix will be identified for the alternative scenarios. Retail, commercial, community, and mixed-use buildings will be identified and incorporated into the design alternatives as well. Consultant will identify maximum building heights and setbacks, and illustrate how each residential unit and proposed commercial development is parked. Proposed development will be balanced with existing civic anchors such as Village Hall, as well as residential development and existing storefronts. Consideration will also be given to the impacts to the residential area located in the northern part of this Sub-Area and immediately south of the Midtown District.

As part of the downtown planning process, Consultant will coordinate an action plan to gain approval of rail corridor quiet zones in downtown Bensenville.



**Sub-Area #4 Eastern Business District (Including Green Street & County Line Rd Corridors) (See attached map – Appendix I to Statement of Services)**

The Consultant will develop a clear urban design and land use strategy, based on the notion that anticipated development of the Western Bypass around O'Hare International Airport will significantly increase access and visibility for this area. Consultant will examine ways to soften edges in this area between residential and industrial use, and identify sites and parcels that are suitable for assemblage and redevelopment. Consultant will develop framework plans that will explore all aspects of a new urban fabric that will respect the adjacent neighborhood and reflect densities that provide appropriate transition to the surrounding area. The Consultant will also develop land use and urban design strategies for the former Legends of Bensenville 9-hole golf course.

Supported by the economic analysis, the Consultant will develop a clear land use strategy that will be able to capitalize on proximity to the airport and interstate network. Consultant will create a development program and use that information to design a detailed illustrative master plan that locates potential retail and commercial uses along Green Street. Depending on the findings from the economic analysis, a higher density approach could be taken to assist in creating a successful transition from O'Hare International Airport to Bensenville with a lower scale approach on the south side of the street. Height restrictions and glide patterns will need to be thoroughly examined. As well, the Consultant will specifically consider the existing Canadian Pacific Rail yard, developing approaches for how this area could evolve in the future.

The Consultant will develop a streetscape plan that improves the public realm and successfully balances traffic of all modes. Consultant will also work closely with Client's planning staff to identify codes that restrict excessive advertising and inappropriate scale.

*Part 3, Task 2 Deliverables will include:*

- Summary booklet on each Sub-Area (including major corridors within each Sub-Area) which shall include at minimum:
  - Illustrative master plan
  - Proposed land use plan
  - Proposed Street and Block Framework
  - Access and circulation diagrams
  - Detailed lot and block plans illustrating building types, setbacks, height limits, and parking standards
  - Full program for each alternative identified for the respective Sub-Area including:
    - proposed square footage of proposed development by land use and building type
    - proposed square footage of proposed recreation and open space



- Conceptual massing
  - Streetscape plan that establishes the visual character of the public realm including public and private signage
  - Primary and secondary access routes
  - Supporting illustrations such as 3D perspective drawings
  - Proposed streetscape improvement plan illustrating typical streets (by zoning/use classification, alleys, potential greening opportunities along major routes.
- Proposed transition plans between various Sub-Areas and areas located outside of the borders of any of the identified Sub-Areas to include addressing the impacts of business uses on adjacent residential properties.

### **Task 3. Design Guidelines and Studies**

The Consultant will develop design guidelines and analysis for both private development and public rights-of-way as well as guidelines that will guide and inform future development. Design guideline regulations will allow the Client to govern the overall character and ensure that present and future development is context sensitive and meets the specific needs of the Village.

The Consultant will review existing design guidelines and processes and then develop new design guidelines or recommendations to the existing guidelines and processes that will support the land use recommendations in the Sub Area Plans. Consultant will focus on the major corridors that impact the 4 primary Sub-Areas identified in Part 3, Task 2 and get a full understanding of the street character. This includes an evaluation of the existing conditions between the curbs (travel lanes, parking lanes, and bike lanes) and from the curb to the property line (parkways, trees, and sidewalk). Consultant will identify ways to enhance the public realm of the major corridors by introducing traffic calming measures and landscape improvements to the streetscape.

Design guidelines for future development will include massing studies to ensure that proposed development is consistent with the scale of a specific sub area, how buildings are positioned on the site, and building setbacks. Consultant will also make suggestions relative to positioning parking in relationship to the street and how it can support future development.

These guidelines will be developed in coordination with Client and, as directed by the Client, the Bensenville Business Advisory Council. Once completed, Consultant will meet with Client to identify elements of the guidelines to be considered for regulatory changes to the Village's Codes and Ordinances. This will include higher level recommendations on best development practices, land use regulation and preventative and remedial measures to maximize those advantages of the community's adjacency to an international airport that are consistent with the Client's long-term vision for the community. Consultant will present their recommendations to the Client and, as directed by the Client, the Bensenville Business Advisory Council gather

input from these meetings and develop a final draft of recommendations that will be presented again to the public. The final product will be used as part of the larger implementation strategy and subsequently used for amendments to zoning, subdivision and sign regulations.

Part 3, Task 3 Deliverables will include:

- Design Guidelines for the Sub Areas which address the elements identified in Part 3, Task 3
- Design guidelines for the Major Corridors which address the elements identified in Part 3, Task 3
- Detailed Streetscape plans

## **Part 4 - Market Analysis and Economic Development Positioning**

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Concurrent with other tasks, Consultant will develop a series of studies to define policy factors, real estate markets, and economic development opportunities. Initial work efforts in this section will be started at project onset, in support of planning and land use studies identified in prior tasks. Key elements will include:

### **Stakeholder Interviews**

Consultant will conduct individual or small group interview sessions with existing businesses, landlords, and industrial and commercial Real Estate Investment Trust (REIT) representatives, representing 5% to 10% businesses/property owners within the Sub-Areas and targeted business sectors and REITS from the broader region to understand their connections with the airport, practical concerns about near-term construction, as well as long term opportunities for economic development, enhanced supply chain connection, and improved linkage. Additional interviews will be conducted with regional public sector economic development entities as well, including groups such as Choose Du Page, CMAP, and related organizations. Consultant expects to conduct these meetings over a 5 to 8 day period, meeting at either the Village Hall or a central location within Sub-Areas. Consultant will work with Village staff to identify and contact key stakeholders, particularly local companies. In total, Consultant envisions talking with at least 70 public and private stakeholders in the community and from the broader region.

### **Demographic / Economic Base Context**

Current economic and demographic trends for Bensenville and broader region will be summarized, noting:

- Changes in population, income, and educational attainment
- Changes in unemployment, employment and earnings trends by year, broken down by SIC / NAICS job classifications.

This information will also be used to calculate location quotients for industry sectors relevant to Bensenville, covering industries, services, distribution, and retail. These factors would be used to frame the extent to which Bensenville is under or over served in key sectors.

## **Economic Base / Industry Linkage**

Consultant will frame the regional economic environment that Bensenville functions within, in three ways.

1. The analysis will look at Cook and Du Page Counties, identifying key industry sectors and their growth in employment and output over time.
2. To this regional perspective, Consultant will evaluate the mix of industries in the Bensenville area, and the employment base they serve. The intent will be to overall growth prospects for the broader region compared to Bensenville.
3. For existing industries and employers who are linked with the airport Consultant we will use a matrix analysis that will identify the property, employer, nature of industry, type of industry (manufacturing, warehouse, etc.). This will provide a profile of the industries and their compatibility, identifying both the compatible industries and ones that may be impacted. It will also build the basis for a targeted profile for new industries to be attracted to the Village, and identify synergies between the existing industries that could benefit from relocation or co-location.

## **Real Estate Market Baseline**

Consultant will define current industrial, retail, office, residential, and hotel market information for the Client, benchmarked against broader submarket and regional data. Emphasis will be placed on analysis of recent changes in occupancy and rent levels, as well as relationships with land and building values. The focus of the effort will be to place real estate in the Village in a broader regional competitive perspective. Consultant will apply their analysis from current projects in Cook and Du Page Counties and the O'Hare area to evaluate the supply of competitive industrial, office and retail space in the Village and adjacent areas. The analysis will distinguish between land and buildings that are "ready to go" (i.e. entitled, platted, and fully served) versus land that is zoned but not subdivided, or buildings that are functionally obsolete.

## **Aviation Industry Benchmarks / Case Studies**

Consultant will review historic cargo and passenger activity at the O'Hare International Airport, and evaluate current FAA passenger forecasts. We will also summarize international best practices with respect to aviation-related economic development, providing a framework for discussion of what the industry sectors see as being on the horizon. The approach will look at tools to boost economic positioning for the Village, including the use of Foreign Trade zone status.

## **Visioning Process**

As the project evolves, the Consultant will conduct a series of visioning sessions with key stakeholders (identified by the Team) to develop components of what will become the Comprehensive Economic Development Strategy for Bensenville. This effort will include discussion of opportunity projects that could be implemented over a 1 year, 5 year, 10 year and 20 year horizon.

## Implications

Implications will be broken down to clarify the competitive position of Bensenville and its evolving relationship to O'Hare International Airport, as the OMP effort continues. The effort will clarify industry sectors that would be consistent with planned airport growth, as well as changes to existing land use that would be needed to facilitate redevelopment and revitalization. Current regulations that may impede the Village's ability to retain and/or recruit targeted businesses will also be identified along with recommendations as to how these areas of conflict can be addressed.

### Part 4 deliverables will include:

- Identification of economic opportunities that will drive the vision plan for Bensenville.
- Development of a business retention strategy and Identification of key existing businesses and what steps that the Client might be able to take to enhance their success of retaining these particular businesses
- Development of a business attraction strategy and identification of specific types of businesses and companies from both a global as well as a Sub-Area perspective.
- Identification of Infrastructure improvements (including utilities & communications facilities) necessary to retain and recruited targeted businesses.
- Identify options for funding improvements necessary to retain and attract "preferred" types of business and other incentives, grants or programs that may more directly benefit the business (including but not limited to international and/or free trade zones) and identify process/steps that need to be taken to increase potential for success.
- Develop system of monitoring available properties and progress in retaining and recruiting targeted business
- Develop system for coordinating retention and recruitment efforts with all agencies / jurisdictions

## **Part 5 - Intermodal Transportation Planning**

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The multi-modal transportation plan will evaluate existing and proposed transportation assets identified by their use and their importance / connectivity. Stakeholders and planning entities in the various transportation modes (IDOT, Canadian Pacific, Union Pacific, Chicago Department of Aviation, Chicago Metropolitan Agency for Planning, RTA / Metra / Amtrak etc.) will be interviewed as part of the effort. Past studies and recommendations will also be considered. The effort will need to consider an array of potential markets:

- Residents of Bensenville
- Passengers traveling to O'Hare
- Employees who work in the area

- Employees who travel through the area to other regional employment centers
- Freight movement through the area by truck, rail, or air modes

As well, the analysis will consider:

- Local origin / destination traffic and through traffic as it affects the Bensenville roadway and rail network
- Characterization of transportation access for the adjacent areas such as Elk Grove Village, Wood Dale, Franklin Park and Elmhurst
- Identify the major transportation infrastructure projects that may directly impact Bensenville, together with anticipated schedule impacts.

The multi-modal strategy will be consistent with our proven approaches to strategic planning and implementation. Generally, we will determine:

### **Current Conditions**

Consultant will examine and verify the state of the various transportation modes, existing and proposed, and related infrastructure and supply chains that impact Bensenville, Metropolitan Chicago, and the Midwest Region. We will utilize GIS mapping information in the development of the information, expanding from existing data provided by Village and county sources. Operations and regulatory environments associated with each transportation mode will be evaluated through a strength, weakness opportunity and threat analysis (SWOT). An understanding of the goods and passengers that move in those modes is an essential element of the analysis. The origin destination pairs of the traffic will be essential in understanding the essential elements that will enable a meaningful understanding of the supply chain in the area.

The Consultant will assess the role and function of the Bensenville Rail yard owned and managed by the Canadian Pacific Railway along the east / central edge of the Village of Bensenville. The evaluation will examine the regional transportation setting, as well as the changing land use adjacent to the existing transportation facility. As part of the scope, Consultant will reach out and engage with Canadian Pacific as well.

### **Future Opportunities**

Working closely with municipal leadership and private sector stakeholders, Consultant will begin to identify strategies and implications for refinement and further discussion. This process will be iterative, providing the optimal consensus-driven solution framed against the SWOT analysis. The Village of Bensenville will be viewed in relation to potential transportation system changes in the region, helping to clarify future opportunities and their timing. The Consultant's current work on updating the DuPage County Transit Strategy will also be applied. Consultant will also assist Client in obtaining a copy of completed study.

### **Way Forward**

Once existing conditions and potential opportunities are defined, Consultant will begin a consensus building process, to help clarify transportation options which are financially

sustainable and practical, but also consistent with strategic and visionary goals outlined by Village leadership. Solutions and strategies relating to public transit and freight movement will be subjected to an incremental vetting process that will include Village leadership, supported by Consultant's experience, and other key stakeholders. Importantly, this process will also establish key performance indicators and benchmarks that the Client can use to monitor the effectiveness of the plan.

*Part 5 Deliverables will include:*

- Preparation of an integrated multi-modal transportation analysis including recommendations for a strategy to increase the benefits for existing uses and to attract new uses.
- Development of a strategy to relocate or remove York Road billboards located on CP property.

## **Part 6 – Infrastructure Analysis and Plans**

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### **Task 1. STORMWATER FLOODING ANALYSIS**

#### **1.1. Review existing data with Bensenville staff**

- This task includes a meeting in Bensenville with Village staff to discuss the availability of data and data sources to use.

#### **1.2. Collect data for project area**

- Available data for land use, land cover, topography, and the existing stormwater system will be collected from the Village, DuPage County, etc.
- Field inspections will be used to confirm aspects of the stormwater system at the surface level, such as catchment flow divides.
- Surveying data from Part 2 – Infrastructure Survey will be used.
- This task does not include surveying. It is assumed that pipe size, invert elevations, and other requisite data is available from the Village.
- Data gaps will be reviewed with the Village to determine if approximations can be made from existing data or if field surveying by the Village is needed in certain areas.

#### **1.3. Set limits of stormwater system to be modeled**

- The overall watershed boundaries for the three watersheds will be delineated based on the Village stormwater system and surface topography. This delineation will be reviewed with Village staff and limits of detailed stormwater modeling will be determined.

#### **1.4. Build SWMM model for project area**

- Sub-basins will be delineated and hydrologic parameters will be entered into SWMM for each. The subbasin sizes will typically cover 1 to 3 blocks in area.
- A link-node model of the existing stormwater system will be created (including significant storm sewer pipes, open channels, culverts, existing detention ponds, and overland flow paths).
- The model will contain the level of detail necessary to represent existing flooding conditions and evaluate possible alternatives. Some storm sewer or other drainage features in the project area may not be included in the model based on the modeling limits set with the Village staff. For example, smaller storm sewers or components of the system far upstream may not need to be included. In general, pipe sizes smaller than 24 inches will not be included in the model unless needed to define the system near existing drainage problems.

#### 1.5. Run model

- Simulations will be run for a range of storm frequencies and durations to identify problem areas.
- The 5-, 10-, and 25-yr frequency storms will be modeled in evaluating the problems and recommended solutions.
- The 100-yr frequency storm will be modeled to check that the recommended solution meets Village or County requirements for not increasing flooding downstream and sizing detention basins.
- The 30-minute, 1-hr, 2-hr, 3-hr, 6-hr, and 24-hr storm durations will be modeled.

#### 1.6. Compare modeled system flooding with known system flooding.

- Preliminary model results will be reviewed in collaboration with Village staff to assess model reliability.
- If necessary, reasonable adjustments to input parameters will be made to better reflect historic problem area flooding.

*Task 1 FINAL DELIVERABLE:* SWMM model of existing stormwater system for the Silver Creek (including the Bensenville ditch) and the Addison Creek Watersheds

### **Task 2. ANALYSIS OF FLOOD MITIGATION ALTERNATIVES**

- A design storm frequency will be selected with Village staff to use as the basis for the desired level of service, which may vary by location.
- Alternatives that preliminarily appear feasible, including increases in conveyance and detention, will be modeled in SWMM to assess their impacts on flooding. It is anticipated that three to five alternatives will be evaluated.
- Alternatives will be evaluated by multiple criteria covering flood mitigation, economic, environmental, community, and stormwater regulatory issues.
- The advantages and disadvantages of the alternatives will be reviewed and used for prioritizing alternatives.
- An engineer's opinion of cost at the concept level will be prepared for the alternatives.

*Task 2 FINAL DELIVERABLE:* Prioritized alternatives with capital and operating cost estimates for long-term stormwater planning for the Silver Creek (including the Bensenville ditch) and the Addison Creek Watersheds



**Task 3.           STORMWATER MASTER PLAN**

- The report will include a description of the modeling done for the study, the existing drainage problems, the alternatives evaluated, a recommended plan, an implementation plan, and the cost of the recommended plan.
- The report will include exhibits showing the watershed boundaries, model input, and a schematic of the recommended plan.

*Task 3 FINAL DELIVERABLE:* Stormwater Master Plan Report for the Silver Creek (including the Bensenville ditch) and the Addison Creek Watersheds

**Task 4.           PROJECT MANAGEMENT**

- This task includes QA/QC, correspondence, financial record-keeping and processing, and other miscellaneous project management.
- This is a planning-level project. Proposed alternatives may not account for all potential constraints. No designs or specifications will be produced.
- As part of on-going Consultant efforts, strategic conversations regarding emergency water backup options will be scheduled.

## **Part 7 - Implementation Strategy**

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### **Task 1. Action Plan Recommendations**

In order to move forward with implementation of the final product of this project, funding and proposed schedule/timeline must be developed.

The consultant will research, identify, and recommend potential funding opportunities in order to implement different components of the final report. Grant funding will be a focus of the research and any and all opportunities will be identified and summarized in a potential funding report.

The consultant team will develop a list of recommended actions, implementations, and projects in order to keep the goals of the report on track. A 1 year, 5 year, 10 year and 20 year timeline will be established with recommended milestones.

#### **Part 7, Task 1 Deliverables will include:**

- Funding Report
- Implementation Timeline Recommendations

### **Final Deliverables**

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Consultant will prepare a final Planning and Economic Development Strategy which will summarize research conducted across the noted disciplines. This document will be provided in digital (Acrobat and Word) and hard copy formats. A total of 20 hard copies of the master will be provided. In addition, supporting documents will be contained within a technical appendix, which will be provided in digital format only. Interim drafts of key deliverables will be provided electronically for review by the client. An additional final deliverable shall be the completed application for the Burnham Award.

### **Schedule and Timing**

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The team approach includes several key project deadlines, as follows:

<b>June 30, 2011:</b>	Existing conditions analysis, market/ economic context, initial field survey activity
<b>September 30, 2011:</b>	Initial land use, planning, transportation, and zoning implications
<b>October 30, 2011:</b>	Visioning and consensus building process around key findings and recommendations, which will be reflected in the action plan
<b>November 30, 2011:</b>	Draft FAA Master Plan submittal for review and comment.
<b>December 30, 2011:</b>	100% Completion with final Plan submitted and formally accepted by the Bensenville Village Board

## EXHIBIT B

### COMPENSATION, INVOICING, PAYMENT

1. Consultant's compensation shall be as follows:

Consultant will be paid in a lump sum basis. The breakdown of the fee for the project is by each phase or area of work as identified below. Monthly invoices will be sent to Bensenville based on percent complete by task for the project, supported by supplemental documentation of the hourly breakdown by task.

Project Management	\$ 8,000
Media Outreach Plan	\$ 39,000
o Messaging (\$3,000)	
o Staffing/Press/Materials - kick-off event (\$6,000)	
o Press/Publicity/Materials-Stakeholder Mtgs (\$10,000)	
o Website Page Creation & Periodic Updates (\$6,000)	
o Facebook Page Creation-AD Campaign Creation /Monitoring ((\$5,000)	
o Staffing/Press/Materials-2 Community Events (\$9,000)	
Infrastructure Survey	\$ 73,000
Land Use, Zoning, and Planning Analysis	\$330,000
Market Analysis & Economic Development Positioning	\$ 89,000
Intermodal Transportation Planning	\$100,000
Stormwater Assessment	\$ 185,500
o Silver Creek (including Bensenville Ditch) watershed	
o Addison Creek Watershed	
(\$77,500 to be used towards FAA required local match)	
Implementation Plan	\$ 28,000
Reimbursable Expenses	\$ 25,000
<b>Total Cost</b>	<b><u>\$877,500</u></b>

In no case shall more than 90% of the total fee be paid to Consultant until Final Report, as identified in Part 7 is received and officially accepted by the Bensenville Village Board.

2. Client shall pay Consultant in compliance with the Illinois Prompt Payment Act. Unless payment is delayed due to Client concerns as provided for in the Prompt Payment Act, Consultant shall be entitled to suspend its Services on the Project until payment in full is received. Should such suspension exceed sixty (60) consecutive days, Consultant may elect to terminate this Agreement and shall be entitled to payment for all Services performed prior to the date of termination, unless such services have been questioned as allowed by the Prompt Payment Act.

3. If the Project is suspended by Client for more than thirty (30) consecutive days, Consultant shall be compensated for all Services performed prior to the effective date of suspension. Upon resumption of the Project, Consultant's compensation shall be adjusted by mutual agreement of the Parties to compensate Consultant for expenses incurred as a result of the interruption and resumption of Consultant's Services. Should the parties be unable to agree on the compensation due for commencement of such service, the Project will be terminated.
4. If, through no fault of the Consultant, Consultant's Services have not been completed within seven (7) months of the effective date of this Agreement, Consultant's compensation shall be subject to adjustment by mutual agreement of the Parties.

## EXHIBIT C

### GENERAL PROVISIONS FOR CONSULTANT AGREEMENT

#### GP-1 Consultant's Responsibility

Consultant shall perform its Services in accordance with the standards of skill, quality and care adhered to by recognized firms performing services of a like or similar nature under like or similar circumstances, and shall consider the recent proven and tested methods known and successfully employed by such firms. The full extent of Consultant's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any deficiencies or defects in the deliverable instruments of such Services, provided that Consultant is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than ninety (90) days after Consultant's completion of its Services under this Agreement.

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, nor for safety precautions and programs in connection with the Project, and shall not be responsible for Contractor's failure to carry out its work in accordance with the Contract Documents. Consultant shall not be responsible for the acts or omissions of contractors, subcontractors, any of their employees, nor any other persons performing Project related work.

#### GP-2 Changes

Client may at any time, by written authorization, make changes in the Scope of Services to be provided hereunder. If such changes result in an increase or a decrease in Services, the time required for its performance, or the compensation therefor, this Agreement shall be modified as set forth in GP-17 below. Under no circumstances shall Consultant proceed with additional Services or incur expenses for which additional compensation is to be charged without Client's express written authorization.

#### GP-3 Client's Responsibility

Client shall provide criteria and complete information defining its requirements for the Project, and shall make that information and related data available for Consultant's use during the performance of this Agreement. Client shall render decisions required hereunder as indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Consultant's Services.

GP-4 Hazardous Materials

Consultant and its subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the Project site. Hazardous materials are deemed to include, but not be limited to: asbestos, asbestos containing products, polychlorinated biphenyl (PCB), mold, and any other substances identified as toxic by the Environmental Protection Agency (EPA).

GP-5 Termination

Client may terminate this Agreement at any time by giving ten (10) days advance written Notice of Termination to Consultant in accordance with GP-16. Upon receipt of Notice of Termination, Consultant shall immediately cease performance of its Services. Consultant shall be compensated for the cost of its Services performed up to the effective date of termination, and all reasonable termination related expenses.

GP-6 Confidentiality

Consultant agrees that all information provided by Client under this Agreement shall be considered confidential, and shall not be reproduced, transmitted, used or disclosed by Consultant without Client's written consent, except as may be necessary for Consultant to fulfill its obligations; provided that this limitation shall not apply to any information, or portion thereof, which is within the public domain at the time of its disclosure.

GP-7 Ownership and Reuse of Documents

All data, information, reports, drawings, specifications, computations, notes, renderings, or other documents or materials prepared by Consultant under this Agreement as instruments of service shall become the property of Client and may be used on any other project or for extensions of this Project without Consultant's written consent and without additional, compensation. If any portion of Consultant's Services is incorporated into any other project than that for which the Services were performed, Client shall save Consultant harmless from any claims or liabilities arising from such action, notwithstanding Consultant's written consent. Client further agrees to hold Consultant free and harmless from and against any claims arising out of Client's use of Consultant's drawings, tracings, and specifications on extensions to this Project. The provisions of this clause shall survive the termination or completion of this Agreement and shall thereafter remain in full force and effect.

GP-8 Relationship

The legal relationship of Consultant to Client hereunder shall be that of an independent contractor and not that of an agent, employee or joint

venturer.

**GP-9 Examination of Records**

If the Services performed by Consultant are pursuant to a cost reimbursable type contractual arrangement, Consultant agrees that, for a period of three (3) years after Consultant's receipt of final payment, its financial records and books pertaining to this Project shall be available for examination by Client's authorized representative. If the contractual arrangement under this Agreement is lump sum or fixed-price, Consultant shall retain, for a period of one (1) year after receipt of final payment, all records, including those supporting reimbursable Other Direct Costs billed to Client. In either case, Consultant's records and books shall be made available at mutually convenient times at Consultant's place of business or wherever the Project records are maintained, unless Consultant and Client mutually agree otherwise. All examination and reproduction costs shall be borne by Client.

**GP-10 Compliance with Laws**

Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders which are in effect on the date of execution of this Agreement, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the orders of the Secretary of Labor pursuant thereto.

**GP-11 Insurance**

Consultant shall effect and maintain insurance to protect itself and Client against claims arising under Workmen's (Worker's) Compensation; and, from claims for damages resulting from injury to persons or destruction of property, including loss of use thereof; and, from claims arising out of the performance of professional Services, caused by the negligent acts, errors, or omissions for which Consultant, its employees, agents, subconsultants or the invitees of any of them, may be responsible.

**GP-12 Limitation of Liability**

It is agreed between the Parties that in no event shall Consultant be responsible to Client for any consequential, incidental, or special damages resulting or arising from the performance of this Agreement.

**GP-13 Disputes**

Should any disagreement arise between the Parties with respect to the performance of this Agreement or its termination, or with respect to any other matter, cause or thing whatsoever not herein otherwise provided for, such disagreement shall be referred to each Party's CEO, and, should they fail to achieve resolution, the disagreement may be decided by

alternative forms of dispute resolution, as mutually agreed, or if mutual agreement cannot be reached, otherwise determined by such remedies of law as are available to the Parties in the Eighteenth Judicial Circuit Court, DuPage County, Illinois. In the event either party must commence litigation in court in furtherance of their respective rights under this Agreement, the Prevailing Party shall be entitled to payment by the Non-Prevailing Party of its reasonable attorney's fees and costs incurred.

GP-14 Severability and Construction

In the event that any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under the laws, regulations, or ordinances of any federal, state, or other government to which this Agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected and shall continue in full force and effect.

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

GP-15 Remedies

The rights and remedies set forth in this Agreement shall be in addition to any other remedies provided by law, and waiver by either Party of any provision hereunder or of a breach thereof by the other Party, shall not be deemed a waiver of future compliance, and such provision shall continue in full force and effect.

GP-16 Notices

All notices required or permitted under this Agreement shall be considered as duly given to any Party for all purposes if given in writing and hand delivered; or sent by registered or certified mail, postage prepaid and return receipt requested; or sent by fax, telegram, telex or cable addressed as set forth below, or to such other address as may be designated by notice given as provided above. All notices shall be effective upon first receipt, unless otherwise specified herein.

Client	Village of Bensenville 12 S. Main Street Bensenville, IL 60106 Attention: Village Manager
--------	--



Consultant                      AECOM Technical Services, Inc.  
303 E. Wacker Drive, Suite 600  
Chicago, Illinois 60601  
Attention: Aren Fairchild

GP-17                      Modification

This Agreement may only be modified by written amendment, duly executed by both Parties.

GP-18                      Successors and Assignment

Each Party binds itself, its successors, assigns, and legal representatives to the other with respect to all of the covenants of this Agreement, and further agrees that it shall not assign, subcontract, hypothecate, or transfer its interest in this Agreement, or any part thereof, without the express written consent of the other Party.

GP-19                      Order of Precedence

In the event of a conflict or inconsistency between the various parts of this Agreement, priority shall be established as shown below, with the first listed item having precedence over those that follow:

1.        The Schedule (body) of the Agreement
2.        Exhibit A - Scope of Services
3.        Exhibit B - Compensation and Payment
4.        Exhibit C - General Conditions

GP-20                      Extent of Agreement

This Agreement contains all of the promises, representations, and understandings of the Parties and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified as set forth in GP-17.

GP-21                      Governing Law

Unless otherwise specified, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.



## VILLAGE OF BENSENVILLE

**TYPE:** Resolutions **SUBMITTED BY:** Mayor Soto **DATE:** May 4, 2011

**DESCRIPTION:** Revisions to Structure of the Village Board Standing Committees and Corresponding Changes to the 2011 Meeting Schedule for Said 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>

---

**COMMITTEE ACTION:** N/A

**DATE:** N/A

---

### **BACKGROUND:**

Several changes are proposed relative to the structure of the Standing Committees. The Village Code provides for the authority for standing committees. The actual number and name of the committees are established by separate action of the Board through the adoption of either a resolution or ordinance. Per the Code, the Village President appoints the members and chairs of the Committees. The proposal before you at this time is to increase of the number of standing committees from four (4) to six (6). The proposed additions are: Technology (which previously functioned as a subcommittee of Administration, Finance and Legislation) and Recreation and Community Building. The Village President will be appointing all members of the Board to serve on each of the Standing Committees. He will also be designating a separate member of the Board to serve as chair for each of these Committees. Additionally the resolution establishes the Village President as a member of and designates him as the Vice Chairman for each of the Standing Committees.

In conjunction with these changes to the Standing Committee structure, a modified annual meeting schedule is also proposed. This amended schedule identifies the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Tuesdays, commencing at 6:00 p.m. as meeting dates for all standing committees. To the extent that there is not business to come before a committee, that particular committee meeting will not meet. The intent of the new structure is to streamline the Board approval process.

**KEY ISSUES:** More evenly distributes responsibly amongst Board members, facilitates participation of all members of the Board at the committee level, and provides flexibility to respond to mission critical or other time sensitive matters.

### **ALTERNATIVES:**

- Discretion of the Village Board.

**RECOMMENDATION:** Approve the revised Standing Committee structure and the corresponding changes to the 2011 meeting schedule for the Standing Committees.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Village Board consideration of the two resolutions effectuating the changes as outlined.

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

**A RESOLUTION ADOPTING REVISED STRUCTURE  
OF VILLAGE BOARD STANDING COMMITTEES**

WHEREAS, the Village of Bensenville (hereinafter “VILLAGE”), is a unit of local government in the State of Illinois; and

WHEREAS, the official business of the VILLAGE is conducted by the Village Board, which has determined to have certain of the VILLAGE business be reviewed and recommended for approval by various Standing Committees of the Village Board; and

WHEREAS, the Standing Committees of the Village Board are:

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

WHEREAS, these Standing Committees shall operate as directed by the Village Board from time to time, and in conformance with the provisions set forth herein, and in the *Bensenville Village Code*.

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 Standing Committees as set forth herein are hereby adopted as the Standing Committees of the Village Board.

SECTION THREE: That the President shall be the Vice Chairman and member of each of the Standing Committees.

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

SECTION FIVE: That this Resolution 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, Illinois, this 10th day of May, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

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

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

**Village of Bensenville**  
**Schedule for Meetings of the Standing Committees of the Village Board**  
**Calendar Year 2011**

**Adopted on December 7, 2010 & Amended on May 10, 2011**

The following is the amended meeting schedule for the Standing Committees of the Village Board for Calendar Year 2011. This amended schedule hereby establishes the regular dates on which the Standing Committees shall meeting. Unless indicated otherwise, regular Standing Committee meetings shall be scheduled to commence at 6:00 p.m. and shall be held in the Board room at 12 South Center Street, Bensenville, IL.

**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 15, 2011**

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

**March 22, 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
- Technology
- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building

**May 24, 2011**

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

**June 14, 2011**

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

**June 21, 2011**

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

**June 28, 2011**

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

**July 19, 2011**

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

**August 9, 2011**

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



**August 16, 2011**

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

**August 23, 2011**

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

**September 13, 2011**

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

**September 20, 2011**

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

**September 27, 2011**

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

**October 11, 2011**

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

**October 18, 2011**

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

**November 8, 2011**

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

**November 15, 2011**

- Administration, Finance and Legislation Committee
- Technology

- Community and Economic Development Committee
- Infrastructure and Environment Committee
- Public Safety Committee
- Recreation and Community Building

**November 22, 2011**

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

**December 6, 2011**

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

**December 13, 2011**

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

**RESOLUTION NO.**

**A RESOLUTION AMENDING THE 2011 SCHEDULE OF MEETINGS  
OF THE VILLAGE BOARD 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 a schedule of meetings of the Standing Committees of the Village Board for the year 2011; and

WHEREAS, the Village Board has modified its Standing Committees, increasing said number from four (4) to six (6) and has determined that based on this modification the schedule for the Standing Committee meetings must be amended; and

WHEREAS, said amended schedule is 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 schedule of meetings for the six (6) Standing Committees of the Village Board and 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 schedule of

Standing Committee meetings, and to post the notice of the amended 2011 schedule 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 10th day of May, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

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

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

**TYPE: Ordinance**    **SUBMITTED BY:** Chief Frank Kosman **\_DATE:** 5/10/11

**DESCRIPTION:** Authorization for a Proposed \$35 Application Fee – Police Officer Testing

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE/BOARD ACTION:** Approve Ordinance and  
Provide Recommendation to BOFPC

---

**DATE:** 5-10-11

**BACKGROUND:** The date for the written and agility test are scheduled for Saturday, 7-30-11. Because of the economy, the problem with attracting applicants has changed since 2008 when the application process was streamlined to accommodate the problem of attracting and processing qualified candidates.

**KEY ISSUES:** Given current economic conditions and the demand for police officer positions, staff is recommending the establishment of a \$35 application fee to cover costs associated with testing applicants. Please see the attached survey with information about how other communities approach the application fee

**ALTERNATIVES:**

1. Request that the Board of Fire and Police Commission change the rules as recommended.
2. Approve the ordinance authorizing a fee.
3. Direction of the Committee and Board.

**RECOMMENDATION:** Staff recommends that the above listed changes be implemented.

**BUDGET IMPACT:**

With the increased number of applicants, the cost for just the written and agility tests could be about \$25,000. Raising the education requirement and charging an application fee should lower the costs significantly. Changing the process would start eliminating applicants with a \$175 polygraph test rather than a \$500 psychological test.

**ACTION REQUIRED:** Approve the Ordinance and provide feedback to the BOFPC.

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

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 1, TO INCLUDE THE NEW SECTION, SECTION 17., OF THE *BENSENVILLE VILLAGE CODE* TO PROVIDE FOR AN APPLICATION PROCESSING FEE FOR APPLICANTS SUBMITTING APPLICATIONS TO THE VILLAGE OF BENSENVILLE POLICE DEPARTMENT**

WHEREAS, the Village of Bensenville (“Village”) is a municipality duly organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and is authorized to provide thereunder for a Police Department to enforce the laws of the State of Illinois and the Village of Bensenville; and

WHEREAS, the Village, as part of its mandate to maintain a Police Department, is authorized to hire police personnel; and

WHEREAS, the Village is committed to selecting the highest caliber police personnel to protect all of its residents and, therefore, has a detailed application process that requires employment candidates to submit personal identification data, employment history, education, qualifications and also submit to a background check; and

WHEREAS, the Village expends considerable time and resources processing the applications of prospective police personnel candidates in an effort to ensure the most qualified candidates are selected for employment; and

WHEREAS, Title 4, Chapter 1 *et seq.*, of the *Bensenville Village Code* provides for, and regulates, the Village Police Department, and the Village Code does not presently provide for an application fee for police personnel applicants; and

WHEREAS, after consultation with Village staff, the President and Board of Village Trustees have determined that it is appropriate to impose an application processing fee on police personnel candidates that submit an application for employment with the Village of Bensenville Police Department; and

WHEREAS, such an application fee will help defraying the cost processing applications and conducting background checks and will further ensure that only the most qualified applicants are selected for employment with the Village; and

WHEREAS, the Village has realized an increase in the number of applicants for a limited number of positions and is therefore expending significant resources processing the applications; and

WHEREAS, accordingly, the President and Board of Village Trustees have determined that it is appropriate to add a section Title 4, Chapter 1, and the new section will be referred to as Section 17, entitled “Application Processing Fee” of the *Bensenville Village Code*, to provide for an application fee for the processing applications for employment with the Village of Bensenville Police Department.

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

**SECTION ONE:** The foregoing recitals hereby incorporated by reference as if fully set forth.

**SECTION TWO:** Title 4, Chapter 1 *et seq.* be amended to include the new Section 17 A., “Application Processing Fee,” of the *Bensenville Village Code*, which provides:

4-1-17 Application Processing Fee:

All applicants that submit an application for employment with the Village of Bensenville Police Department shall pay a \_\_\_\_ dollar (\$35.00) application processing fee.

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

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



**PASSED AND APPROVED** by the President and Board of Village Trustees of the Village of Bensenville this 10th day of May 2011.

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

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

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

F:\PKB\Bensenville\ordinances\textamendment\Police Application Processing Fee.SAH.4.5.11.doc

## Application Fee & Educational Requirement Survey

Community	Application Fee		Fee Amount \$	Education Requirements		Description of Educational Requirements
	Yes	No		Yes	No	
Deerfield PD		X		X		4 YEAR DEGREE OR 2 YEAR DEGREE AND 2 YEARS POLICE EXPERIENCE.
Naperville PD	X		\$32.00	X		Bachelor's
DuPage County Sheriff's	X		\$20.00	X		60 Credit hours
Bartlett PD**	X		\$20.00		X	** Fee for on-line applications only
Highland Park PD	X		\$25.00	X		60 Credit Hours or 90 Quarters. Or, 4 years of continuous active duty.
Lemont PD	X		\$25.00		X	
St. Charles	X		\$20.00		X	However, educational points are awarded on final list for those with education.
Elgin PD	X		\$20.00	X		4 year degree or 4 years police experience with 60 credit hours.
Roselle		X	X	X		60 Credit Hours
Franklin Park	X		\$25.00	X		60 Credit Hours
Northlake	X		\$20.00	X		60 Credit Hours
Wood Dale		X	X		X	High School Diploma
Villa Park		X	X		X	High School Diploma
Westchester						Left message-no call back
Rolling Meadows	X		\$35.00	X		60 Credit Hours
Schiller Park	X		\$10.00	X		48 Credit Hours
Mount Prospect		X	X	X		60 college semester hours <u>or</u> 2 years full time military <u>or</u> police service <u>or</u> foreign language proficiency with 30 college semester hours
Barrington		X	X	X		60 hours of college credits
Oak Park		X	X	X		Associates degree or successful completion of 60 semester hours at an accredited college or university

						2 years active duty US military experience <u>or</u> previous law enforcement certification <u>or</u> have an Associate degree in law enforcement related field <u>or</u> a four year degree
Romeoville		X	X	X		
Sauk Village	X		\$25.00		X	High school diploma or equivalent
Homewood	X		\$10.00	X		60 college credit hours earned at a <b><u>certified</u></b> college or university
Woodridge	X		\$20.00		X	High school diploma or GED
North Aurora	X		\$40.00		X	High school diploma or GED
<b>Triton College</b>			<b>\$500.00</b>			

**TYPE:** Resolution    **SUBMITTED BY:** Chief Frank Kosman    **DATE:** 5/10/11

**DESCRIPTION:** Consider a Resolution authorizing Changes to the BOFPC Rules in regards to Applicant Qualifications and the Appointment Process

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE/BOARD ACTION:** 4/26/11: Approve Ordinance  
and Provide Recommendation to BOFPC

---

**DATE:** 5-10-11

**BACKGROUND:** The date for the written and agility test are scheduled for Saturday, 7-30-11. Staff is recommending adjustments in the minimum qualifications for police officers and sequence changes in the appointment process by the Board of Fire and Police Commissioners. The direction given by the Village Board will be incorporated into the Rules and Regulations of the Board of Fire and Police Commissioners for the Village of Bensenville.

**KEY ISSUES:**

The Public Safety Committee discussed proposed changes to police officer minimum qualifications at the April 26<sup>th</sup> meeting. Specifically, staff recommended requiring a four-year bachelor's degree for future office candidates. The Committee made suggestions for allowing lateral transfers for experienced officers from other departments and allowing for credit for military service. Also discussed was reverting back to more common and cost effective testing procedures allowing for the polygraph, background, and oral interview to occur before the conditional offer of condition is made to the applicant. See the attached letter and rule changes prepared by Charles Hervas for the proposed changes and a survey on minimum officer qualifications.

**ALTERNATIVES:**

1. Approve a Resolution authorizing changes to the Rules and Regulations of the Board of Fire and Police Commissioners.
2. Discretion of the Committee.

**RECOMMENDATION:** Staff recommends approval of changes to the Rules requiring a four year Bachelor's Degree for future police officer candidates. The Board of Fire and Police Commissioners discussed the requirements at their meeting on April 27<sup>th</sup>. Some Commissioners favored a requirement for a Bachelor's Degree or 60 hours of college credit and a minimum of four years honorable military service. No official recommendation was provided. To continue efforts in professionalizing the Department, staff recommends the requirement of a four year degree. Staff also supports changes to the appointment process to require the polygraph, background and oral interview in advance of a conditional offer.

**BUDGET IMPACT:**

Raising the education requirement and charging an application fee should lower the costs significantly. Changing the process would start eliminating applicants with a \$175 polygraph test rather than a \$500 psychological test.

**ACTION REQUIRED:** Motion to Approve the Ordinance and provide feedback to the BOFPC.

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

**A RESOLUTION AUTHORIZING CHANGES TO THE BOARD OF FIRE AND  
POLICE COMMISSION RULES AND REGULATIONS REGARDING APPLICANT  
QUALIFICATIONS AND PROCESSING.**

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

That the Board of Trustees hereby authorize the Board of Fire and Police Commission for  
the Village Bensenville to:

1. Amend Section 4 of the Rules and Regulations to require all applicants to possess a  
bachelor's degree from an accredited college or university; and
2. Amend Section 7 of the Rules and Regulations to require polygraph examination,  
psychological examination and background investigation, and oral interview in  
advance of a conditional offer of employment.

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

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

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

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

# HERVAS, CONDON & BERSANI, P.C.

ATTORNEYS AND COUNSELORS AT LAW



CHARLES E. HERVAS  
MICHAEL W. CONDON  
MICHAEL D. BERSANI\*  
JASON W. ROSE

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REBECCA J. KETCHIE  
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[chervas@hcbattorneys.com](mailto:chervas@hcbattorneys.com)

April 15, 2011

## VIA EMAIL & U.S. MAIL

Ms. Mary Rivera  
Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

RE: Bensenville Fire and Police Commission

Dear Mary:

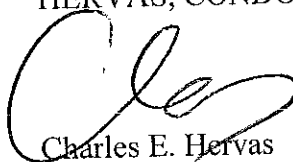
Enclosed please find a draft of proposed changes to the entry level testing process for police applicants. I note that the next Board meeting is scheduled for April 27, 2011 at 6:00 p.m. At the last meeting, the Board indicated that I should draft revised rules that return the process to the way matters were handled prior to 2008. The enclosed revised rules return to a 13-step process for becoming a Bensenville police officer. Specifically, the revised rules allow for the polygraph, background, and an oral interview to occur before a conditional job offer is made to the applicant. I also took the opportunity to clean up some of the language from the pre-2008 rules and to clarify matters that might have been confusing.

Additionally, I changed the education requirement found in Chapter III, Section 4 to require a bachelor's degree from an accredited college or university. There had been some discussion about giving credit for each year someone served in the military. However, I was unclear as to how the exact language should appear. Does the Board consider four years of military service the equivalent of a bachelor's degree? This question needs to be answered for the final draft.

I will be present at the meeting on April 27<sup>th</sup>. If anyone has any questions regarding this matter before the meeting, please feel free in giving me a call.

Very truly yours,

HERVAS, CONDON & BERSANI, P.C.



Charles E. Hervas

CEH/jrh  
Enclosure

cc: Chief Frank Kosman  
Mr. Joseph Storto  
Mr. Anye Whyte  
Mr. Luis Rivas, Jr.

SUSPENSION refers to the temporary removal of any member of the department for cause according to law.

The masculine noun or pronoun includes the feminine. The singular includes the plural and the plural the singular.

### CHAPTER III - QUALIFICATIONS FOR APPOINTMENT

#### SECTION 1 - RESIDENCE.

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

#### SECTION 2 - CHARACTER.

An applicant must be a person of good moral character, of temperate habits, capable of performing the essential functions of the position with or without reasonable accommodation, and not a habitual drunkard, gambler, or a person who has been convicted of a felony or a crime involving moral turpitude, with the exception of the misdemeanor convictions set forth in 65 ILCS 5/10-2.1-6(c) and (j).

#### SECTION 3 - AGE.

Applicants must be 21 years of age and shall be under 35 years of age unless exempt from such age limitation as provided in Section 5/10-2.1- 6 of the Fire and Police Commissioners Act. Proof of birth date will be required at time of application. Other statutory or otherwise legal age limitations in effect at the time of application shall be applicable.

#### SECTION 4 - EDUCATION.

No person shall be appointed to the Department if he or she does not possess a high school diploma or an equivalent high school education. Police applicants must also possess a bachelor's degree from an accredited college or university.

#### SECTION 5 - DISQUALIFICATIONS.

For other reasons, including but not necessarily limited to the following, the Board may refuse to examine an applicant or, after examination, to certify the applicant as eligible, if the applicant:

1. is found lacking in any of the established preliminary requirements or qualifications for the service for which he or she applies;
2. is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, with or without a reasonable accommodation;
3. whose misuse or abuse of alcohol is inconsistent with the performance of the essential functions of the position applied for; or who is a current user of controlled substances or cannabis, other than under the supervision of a licensed healthcare professional in

- accordance with federal law.
4. has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in 65 ILCS 5/10-2.1-6.
  5. has been dismissed from any public service for good cause;
  6. has attempted to practice any deception or fraud in his or her application;
  7. whose character and employment references are unsatisfactory; or
  8. has applied for a position of a police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

## **CHAPTER IV - APPLICATIONS**

### **SECTION 1 - APPLICATION SUBMISSIONS.**

All applicants must fill out the blank application forms furnished by the Commission, and comply with the requirements of said forms in every respect. The application forms must be filed with the Board prior to taking an examination or as specified by the Board.

Applicants shall furnish with their application forms a copy of their Military Service Record, Discharge papers, high school diploma or proof of an equivalent high school education, and their college or university transcripts, if applicable.

### **SECTION 2 - EFFECT OF FALSE STATEMENTS.**

A false statement knowingly made by any person in an application for examination, connivance of any false statement made in any certificate which may accompany such application, any material omissions of information, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the register of eligibles, or for removal or discharge during probation, or thereafter.

### **SECTION 3 - DEFECTIVE APPLICATIONS.**

Defective applications shall be cause for rejection.

### **SECTION 4 - FRAUD IN APPLICATION OR EXAMINATION.**

Any applicant for original appointment who provides inaccurate or incomplete information, either on his or her application form or elsewhere during the application process shall not be included on the eligibility register or shall be immediately removed from the eligibility register, and shall not be permitted to take part in any future examination for appointment to the Department. Providing such inaccurate information, shall also constitute grounds for discipline against any applicant who is hired, including, but not limited to, discharge.

### **SECTION 5 - NOTICE OF TESTING.**

The Secretary shall post a public notice that shall notify all applicants of the due date for applications and of the date and time for orientation and subsequent examinations.



## SECTION 6 - RELEASE OF LIABILITY.

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a Physical Aptitude Test in favor of the Village of Bensenville on a form to be prescribed by the Board.

## SECTION 7 - APPLICANT PRE-QUALIFICATIONS.

- a) Notwithstanding anything to the contrary contained herein, the Board at its discretion may require that all applicants register with and pre-qualify by successfully completing all testing/examination pre-requisites as established by the testing agency designated by the Board. The designated agency's representative shall certify to the Board the date that an applicant has completed all pre-qualification testing by that agency. Individual applicants will be responsible for contacting the designated agency to arrange registration and completion of all testing requirements.
- b) Pre-qualified applicants shall be required to submit to a polygraph examination, in-depth psychological examination, background investigation and a thorough medical examination, as more specifically set for in "Chapter V-Examinations."
- c) To the extent that the rules set forth in "Chapter V-Examinations" do not conflict with the rules governing pre-qualified applicants, the rules set forth in "Chapter V-Examinations" shall also be applicable to the pre-qualified applicants.

## CHAPTER V - ORIGINAL APPOINTMENTS

### SECTION 1 - NOTICE OF EXAMINATIONS.

~~Examinations shall be held on the dates fixed by the Board and advertised in a local paper in accordance with the Statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. No examination shall contain questions regarding an applicant's political or religious opinions or affiliations.~~

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the minutes of the Board and shall include a statement of:

- a) The time and place where such examination will be held;
- b) The location where applications may be obtained and the date by which applications must be returned to the Board;
- c) The position to be filled from the resulting eligibility list; and
- d) Such other further regulations as may be appropriate or necessary under state or federal law.

## SECTION 2 - THIRTEEN STEPS TO THE ORIGINAL APPOINTMENT PROCESS

The examination listed in the below sequence of steps shall be conducted by the Board. The sequence of testing may vary at the discretion of the Board. However, the psychological and medical examinations shall be conducted after the Board has extended a conditional offer of employment to the applicant. Failure to successfully complete any portion of the examination process shall disqualify the applicant from any further participation.

### STEP 1: ORIENTATION

All applicants shall attend the original appointment orientation. Failure to attend the orientation shall result in the applicant's disqualification from further consideration. Exceptions shall be granted only due to extenuating circumstances, as determined by the Board. At the orientation, applicants shall advise the Board in writing of any disability requiring accommodation in order to participate in the application or testing process. At that time, the applicant shall adequately document the need for an accommodation in the making of the request. The application form shall advise the applicant that at the orientation, the applicant must advise the Board of the need for such accommodation. Upon receipt of such request, the Board shall determine, in accordance with the provisions of the Americans with Disabilities Act, whether or not an accommodation is appropriate, and may employ special counsel to advise it in connection with such a request. Applicants shall be prepared to specify what accommodations they desire or think necessary.

### STEP 2: PHYSICAL APTITUDE TEST

All applicants may be required to submit themselves to a physical aptitude test. Only applicants who have passed the Physical Aptitude Test will be permitted to participate in the written examination. This test is graded on a pass or fail basis.

### STEPS 3 & 4: WRITTEN AND ORAL EXAMINATIONS

Information as to the type of written and oral examinations employed by the Board shall be provided as part of the orientation program. All examination papers and notes shall be and remain the property of the Board, and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration. The written and oral examinations are each worth 50% of the applicant's score which is considered for placement on the initial eligibility register. Therefore, the written and oral examinations make up 100% of the applicant's score on the initial eligibility register.

Both the written and oral portions shall possess minimum passing scores that shall be announced by the Board prior to testing. The minimum scores may vary from prior tests based upon the examination or the testing agency used by the Board. The combined scores of the written test and oral interview shall form the initial eligibility roster.

In any given testing period the Board may utilize its discretion to forgo the use of an oral examination under this section. In such instances the score of the written examination shall constitute 100% of the applicant's score on the initial eligibility roster.

#### STEP 5: INITIAL ELIGIBILITY REGISTER

The Board shall prepare an "initial eligibility register" of the applicants who successfully completed the requisite steps listed in steps 1 through 4 above. Applicants shall be placed on the initial eligibility list in the order of their relative excellence as determined by their test scores. The applicants will be listed in order of excellence based on their final combined score. A dated copy of the "initial eligibility register" shall be sent to each person appearing thereon and shall be posted at Village Hall and police department.

#### STEP 6: PREFERENCE POINTS

This initial eligibility register is subject to change with the addition of the veterans, educational or law enforcement preference points as prescribed in 5/10-2.1-8 and 5/10-2.1-9 of the Act.

Applicants who are eligible for veterans, educational, law enforcement preference points, shall make a claim in writing with proof thereof within ten (10) days after the date of the eligibility list or such claim shall be deemed waived.

To any person who is entitled to veterans, educational or law enforcement preference points whose name appears on the register of eligibles, the Board shall add five (5) points (5/10-2.1-8 and 5/10-2.1-9) upon request of applicant. As a matter of law, these preference points are not cumulative.

#### STEP 7: FINAL ELIGIBILITY REGISTER

The Board will prepare a "final eligibility register," which shall include timely and properly claimed veterans, educational, law enforcement preference points added to the original scores of the applicants. In the event of a tie score, the placement of the tied applicant's names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board in whatever manner the Board deems appropriate.

A dated copy of the final eligibility register shall be sent to each person appearing thereon. This copy shall include the date of expiration of the register two (2) years from the date of posting.

Applicants shall be appointed from the eligibility list in the descending order in which their names appear. Notwithstanding anything to the contrary contained within these rules and regulations, the Board may, at its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants. If more than one certified applicant exists, he or she may be chosen, at the Board's discretion, in his or her order of relative excellence.

All applicants whose names appear on the final eligibility register shall at all times keep the Secretary of the Board informed of their current home address and home telephone number. If any applicant fails to notify the Board regarding any change in address and/or change in telephone number, and the Board is unable, after reasonable attempts, to contact the applicant regarding any appointment or further examinations required by the Board, the applicant's name shall be stricken

from the list.

Appointment from the Final Eligibility Register is subject to satisfactorily completing steps 1-12 listed in this section. Steps eight through ten (listed below) shall proceed only after a vacancy has been certified. Upon receipt from the Village Manager of certification of one or more vacancies existing either in the Police Department, the Board shall commence the process to fill such vacancy and proceed with steps eight through ten (listed below).

#### STEP 8: POLYGRAPH TEST

Any applicant for original appointment to the Police Department of the Village of Bensenville, Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Board may designate. Such test shall be given without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such test shall disqualify the applicant from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 9: BACKGROUND INVESTIGATION

Each applicant for original appointment may be required to submit to a background investigation. Failure of the applicant to take, cooperate and successfully complete such background investigation shall disqualify him or her from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 10: INDIVIDUAL ORAL INTERVIEW

At least a quorum of the Board shall participate in the individual oral interview of each applicant. Questions shall be asked of the applicant that will enable the Board to properly evaluate and grade the applicant on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each individual oral interview the Board will discuss the applicant's abilities using the traits listed above. All examination papers and notes shall be and remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal. Applicants, who fail to take, cooperate and successfully complete the individual oral interview will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 11: CONDITIONAL JOB OFFER EXTENDED

Once an applicant satisfactorily completes all of the above stated steps in this section, the Board shall extend an offer of employment to the applicant that is conditional upon the applicant passing an in-depth Psychological Examination and a Medical Examination (which may include tests for vision, hearing, the presence of communicable diseases as well as a screen for any drugs and narcotics). An applicant, upon receipt of a conditional offer of employment, shall submit himself within the time specified by the Board for all examinations required by the Board.

## STEP 12: MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

Each applicant for original appointment shall submit to the medical and psychological examinations required by the Board. An applicant's psychological examination shall be conducted by such psychologist or psychiatrist as the Board may designate.

In the event any of the Board mandated examinations disclose a disability, as defined in the Americans with Disabilities Act or the Rules and Regulations promulgated there under, the Board may require the applicant to submit to such other and further examinations as may be necessary to determine whether or not the applicant can perform the essential job functions, with or without reasonable accommodations, or whether a candidate with a disability poses a direct threat to the health and safety of himself or others and cannot perform the job at a safe level with reasonable accommodation. The Board may employ additional specialists to advise them concerning such matters or to evaluate the applicant.

All medical and psychological examinations shall be without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such examinations shall result in the withdrawal of the conditional job offer and shall eliminate the applicant from further consideration. Should the applicant fail to take, cooperate or successfully complete the required examinations, or any one of them, the Board shall notify the applicant that the conditional offer of employment has been withdrawn. These examinations are graded on a pass or fail basis.

Each applicant shall cooperate fully and completely with each and every examining agency. Should the Board be notified that any applicant has failed to fully and completely cooperate with the examining agency; such failure to cooperate shall be deemed an automatic failure of the examination. The examining agency may terminate the examination at any point at which the examining agency determines that the applicant is being uncooperative or is attempting to obstruct the examination process.

## STEP 13: FINAL JOB OFFER

Upon successfully satisfying steps one through twelve (1-12) listed above, the Board shall extend a final job offer to the applicant.

## **CHAPTER VI - APPOINTMENT, PROBATION, AND FINAL CERTIFICATION**

### **SECTION 1 - APPOINTMENTS.**

The Board of Fire and Police Commissioners shall appoint all officers and members of the Departments, with the exception of Community Service officers and other non-officer clerical and administrative staff. All Chiefs and Deputy Chiefs shall be appointed or promoted by the Village Manager.

### **SECTION 2 - WAIVER OF APPOINTMENT.**

Eligible candidates may waive appointment with five (5) business days of the transmission of a tender of appointment without losing their position on the eligibility register; provided, however, that such waiver shall be in signed, written form, and shall state the candidate's reasons for

OLD

***RULES AND REGULATIONS  
OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS  
VILLAGE OF BENSENVILLE  
STATE OF ILLINOIS***

**ADOPTED:** APRIL 9, 1998

**REVISED:** DECEMBER 14, 2006

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**RULES AND REGULATIONS  
OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS  
OF THE  
VILLAGE OF BENSENVILLE  
STATE OF ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the Village of Bensenville, Illinois, effective April 25, 1998; amended November 28, 2002; amended May 6, 2004; amended October 18, 2006, amended December 14, 2006.

**CHAPTER I - ADMINISTRATION**

**SECTION 1 - SOURCE OF AUTHORITY.**

The Board of Fire and Police Commissioners of the Village of Bensenville, Illinois, derives its power and authority from an Act of the General Assembly entitled, Division 2.1 Board of Fire and Police Commissioners of Chapter 65 of the Illinois Compiled Statutes (hereafter referred to as "BFPC" Statute").

**SECTION 2 – POWERS OF THE BOARD**

The Board shall have such other powers and duties as are given it by the statutes of the State of Illinois or by ordinance.

**SECTION 3 - OFFICERS OF BOARD AND THEIR DUTIES.**

The Board shall annually, at the first meeting in May, elect a Chairman and a Secretary. They shall hold office until the end of the fiscal year of the municipality and until their successors are duly elected and qualified. The Chairman shall be the presiding officer at all meetings. The Secretary shall keep the minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board.

**SECTION 4 - MEETINGS.**

- a) Regular meetings shall be held at such times as the Board may determine in accordance with the Open Meetings Act, as it may from time to time be amended.



- b) Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairman of the Board or any two members thereof. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Board and in accordance with the Open Meetings Act.
- c) During any regular or special meeting a closed session may be held in accordance with the Open Meetings Act, as it may from time to time be amended. Closed sessions may be limited to Board members and such invited persons, as the Board may deem necessary. The secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session.
- d) Public notice of any regularly scheduled or special meeting shall be made in accordance with the Open Meetings Act, 5 ILCS, 120/1 - 120/5.

#### **SECTION 5 - QUORUM.**

A majority of the members of the Board shall constitute a quorum for the conduct of all business.

#### **SECTION 6 - ORDER OF BUSINESS.**

The order of business at any meeting shall be:

- a) Call to order
- b) Roll call
- c) Approval of the Minutes
- d) Communications
- e) Unfinished Business
- f) New Business
- g) Approval of Invoices
- h) Closed Session, if necessary
- i) Adjournment

## **SECTION 7 - PROCEDURE.**

The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

## **SECTION 8 - AMENDMENTS.**

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments shall forthwith be printed for distribution and notice shall be given of the place or places where said rules may be obtained. Such notice shall be published in a newspaper of general circulation in the Village, specifying where such rules are available for inspection. The notice shall specify the date, not less than 10 days subsequent to the date of such publication, when rules shall go into effect.

## **SECTION 9 – CONFLICTS OF LAW**

Any chapters, sections and/or subsections of the foregoing Rules for the operation of the Board that are in conflict with the state statute or with any amendments thereto that may hereafter be enacted are null and void. This, however, does not invalidate any other Chapters, Sections and/or Subsections of said Rules.

## **SECTION 10 – CONFLICT OF RULES**

The personnel of the Police Department shall be governed by the Rules as adopted by the Board and the Regulations of the Police Department as adopted by ordinance. In case of conflict, the Rules of the Board shall govern.

## **SECTION 11 – ANNUAL REPORT AND BUDGET REQUEST**

The Board shall submit an Annual Report of its activities as required by 5/10-2.1-19 of the Board of Fire and Police Commissioners Act, and a budget Request for the ensuing year, as required by local ordinance and the aforementioned 5/10-2.1-19.

## **SECTION 12 – POLITICAL CONTRIBUTIONS**

No person in the Police Department of the Village of Bensenville, Illinois, shall be under any obligation to contribute any funds to render any political service, and no such person shall be removed or otherwise prejudiced for refusing to do so. No person in the Police Department of the Village of Bensenville, Illinois, shall discharge or promote or reduce, or in any manner change



the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

## **CHAPTER II - DEFINITIONS**

APPOINT shall mean the act of the Board, in assigning applicants to positions.

BOARD and/or COMMISSION shall mean the Board of Fire and police Commissioners of the Village of Bensenville, Illinois

CAUSE means some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer no longer occupying his position. The right to determine what constitutes cause is left to the discretion of the Board.

CHIEF shall refer to the Chief of the Police Department.

COUNSEL shall refer to one who has been admitted to the bar as an attorney at law in this State.

DECISION shall mean the written decision of the Commission after presentation of the charges and hearing all facts and arguments of the defense.

DEPARTMENT shall refer to the Police Department when used in the singular or the plural without specific identification.

DISMISSAL means the just discharge of a member of the Police Departments.

EXAMINATION refers to all tests given by the Board for original entry into Department or promotion therein.

GRADE shall mean the mark assessed by the examining body under the direction of the Commission.

HEARINGS mean the presentation of formal charges against members of the Department accompanied with proper defense.

OFFICER shall mean any person holding a regular office in the Police Department of the Village of Bensenville, Illinois. The word OFFICER shall not include auxiliary police officers except as provided in 65 ILCS 5/10-2/1-6.

PENALTY shall mean such disciplinary action that the Chief or Board may take against a member of the department in accordance with the Rules and State Statutes.

POSITION shall mean an office or rank as defined in 65 ILCS 5/10-2.1-1 et. seq.

PROBATIONARY PERIOD refers to the period dating from twenty four months from date of original appointment in the Police Department.

PROMOTION means the advancement from one rank to the next after passing the qualifying tests and interviews as established by the Commission subject to applicable probationary periods.

PREPONDERANCE OF EVIDENCE is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered, produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.

REQUIREMENTS refer to all age, physical, medical and other qualifications of all candidates as required by the Board.

RULES shall mean the Rules of the Board of Fire and Police Commissioners of the Village of Bensenville.

SUSPENSION refers to the temporary removal of any member of the department for cause according to law.

The masculine noun or pronoun includes the feminine. The singular includes the plural and the plural the singular.

### **CHAPTER III – QUALIFICATIONS FOR APPOINTMENT**

#### **SECTION 1 – RESIDENCE**

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

#### **SECTION 2 – CHARACTER**

An applicant must be a person of good moral character, of temperate habits, capable of performing the essential functions of the position with or without reasonable accommodation, and not a habitual drunkard, gambler, or a person who has been convicted of a felony or a crime involving moral turpitude, with the exception of the misdemeanor convictions set forth in 65 ILCS 5/10-2.1-6© and (j).

#### **SECTION 3 - AGE**

Applicants **must** be 21 years of age and shall be under 35 years of age unless exempt from such age limitation as provided in Section 5/10-2.1- 6 of the Fire and Police Commissioners Act. Proof of birth date will be required at time of application. Other statutory or otherwise legal age limitations in effect at the time of application shall be applicable.



## **SECTION 4 - EDUCATION**

No person shall be appointed to the Department if he or she does not possess a high school diploma or an equivalent high school education. Police applicants must also possess a minimum of 60 semester college credit hours from an accredited college or university, with emphasis in Public Safety or related field, at the time of application submission.

## **SECTION 5 - DISQUALIFICATIONS**

For other reasons, including but not necessarily limited to the following, the Board may refuse to examine an applicant or, after examination, to certify the applicant as eligible, if the applicant:

1. is found lacking in any of the established preliminary requirements or qualifications for the service for which he or she applies;
2. is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, with or without a reasonable accommodation;
3. whose misuse or abuse of alcohol is inconsistent with the performance of the essential functions of the position applied for; or who is a current user of controlled substances or cannabis, other than under the supervision of a licensed healthcare professional in accordance with federal law.
4. has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in 65 ILCS 5/10-2.1-6.
5. has been dismissed from any public service for good cause;
6. has attempted to practice any deception or fraud in his or her application;
7. whose character and employment references are unsatisfactory; or
8. has applied for a position of a police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

## **CHAPTER IV – APPLICATIONS**

### **SECTION 1 – APPLICATION SUBMISSIONS**

All applicants must fill out the blank application forms furnished by the Commission, and comply with the requirements of said forms in every respect. The application forms must be filed with the Board prior to taking an examination or as specified by the Board.

Applicants shall furnish with their application forms a copy of their Military Service Record, Discharge papers, high school diploma or proof of an equivalent high school education, and their College or University transcripts, if applicable.

### **SECTION 2 – EFFECT OF FALSE STATEMENTS**

A false statement knowingly made by any person in an application for examination, connivance of any false statement made in any certificate which may accompany such application, any material omissions of information, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the register of eligibles, or for removal or discharge during probation, or thereafter.

### **SECTION 3 – DEFECTIVE APPLICATIONS**

Defective applications shall be cause for rejection.

### **SECTION 4 – FRAUD IN APPLICATION OR EXAMINATION**

Any applicant for original appointment who provides inaccurate or incomplete information, either on his or her application form or elsewhere during the application process shall not be included on the eligibility register or shall be immediately removed from the eligibility register, and shall not be permitted to take part in any future examination for appointment to the department . Providing such inaccurate information, shall also constitute grounds for discipline against any applicant who is hired, including, but not limited to, discharge.

### **SECTION 5 – NOTICE OF TESTING**

The Secretary shall post a public notice that shall notify all applicants of the due date for applications and of the date and time for orientation and subsequent examinations.

### **SECTION 6 – RELEASE OF LIABILITY**

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a Physical Aptitude Test in favor of the Village of Bensenville on a form to be prescribed by the Board.

### **SECTION 7 – APPLICANT PRE-QUALIFICATIONS**

- a) Notwithstanding anything to the contrary contained herein, the Board at its discretion may require that all applicants register with and pre-qualify by successfully completing all testing/examination pre-requisites as established by the testing agency designated by the Board. The designated agency's representative shall certify to the Board the date that an applicant has completed all pre-qualification testing by that agency. Individual applicants will be responsible for contacting the designated agency to arrange registration and completion of all testing requirements.
- b) Pre-qualified applicants shall be required to submit to a polygraph examination, in-depth psychological examination, background investigation and a thorough medical examination, as more specifically set for in chapter V-Examinations, Section 8.
- c) To the extent that the rules set forth in "Chapter V-Examinations" do not conflict with the rules governing pre-qualified applicants, the rules set forth in "Chapter V-Examinations" shall also be applicable to the pre-qualified applicants.

## **CHAPTER V - ORIGINAL APPOINTMENTS**



## **SECTION 1 - NOTICE OF EXAMINATIONS.**

Examinations shall be held on the dates fixed by the Board and advertised in a local paper in accordance with the Statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. No examination shall contain questions regarding an applicant's political or religious opinions or affiliations.

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the minutes of the Board and shall include a statement of:

- a) The time and place where such examination will be held;
- b) The location where applications may be obtained and the date by which applications must be returned to the Board
- c) The position to be filled from the resulting eligibility list; and
- d) Such other further regulations as may be appropriate or necessary under state or federal law.

## **SECTION 2 – THIRTEEN STEPS TO THE ORIGINAL APPOINTMENT PROCESS**

The examination listed in the below sequence of steps shall be conducted by the Board. The sequence of testing may vary at the discretion of the Board. However, the psychological and medical examinations shall be conducted after the Board has extended a conditional offer of employment to the applicant. Failure to successfully complete any portion of the examination will disqualify the applicant from any further participation.

### **STEP 1: ORIENTATION**

All applicants shall attend the original appointment orientation. Failure to attend the orientation shall result in the applicant's disqualification from further consideration. Exceptions shall be granted only due to extenuating circumstances, as determined by the Board. At the orientation, applicants shall advise the Board in writing of any disability requiring accommodation in order to participate in the application or testing process. At that time, the applicant shall adequately document the need for an accommodation in the making of the request. The application form shall advise the applicant that at the orientation, the applicant must advise the Board of the need for such accommodation. Upon receipt of such request, the Board shall determine, in accordance with the provisions of the Americans with Disabilities Act, whether or not an accommodation is appropriate, and may employ special counsel to advise it in connection with such a request. Applicants shall be prepared to specify what accommodations they desire or think necessary.

### **STEP 2: PHYSICAL APTITUDE TEST**

All applicants may be required to submit themselves to a physical aptitude test. Only applicants who have passed the Physical Aptitude Test will be permitted to participate in the written examination. This test is graded on a pass or fail basis.



### STEPS 3 & 4: WRITTEN AND ORAL EXAMINATIONS

Information as to the type of written and oral examinations employed by the Board shall be provided as part of the orientation program. All examination papers and notes shall be and remain the property of the Board, and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal or any kind or description. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration. The written and oral examinations are each worth 50% of the applicant's score which is considered for placement on the initial eligibility register. Therefore, the written and oral examinations make up 100% of the applicant's score on the initial eligibility register.

Both the written and oral portions shall possess minimum passing scores that shall be announced by the Board prior to testing. The minimum scores may vary from prior tests based upon the examination or the testing agency used by the Board. The combined scores of the written test and oral interview shall form the initial eligibility roster.

### STEP 5: INITIAL ELIGIBILITY REGISTER

The Board shall prepare an "initial eligibility register" of the applicants who successfully completed the requisite steps listed in steps 1 through 4 above. Applicants shall be placed on the initial eligibility list in the order of their relative excellence as determined by their test scores. The applicants will be listed in order of excellence based on their final combined score. A dated copy of the "initial eligibility register" shall be sent to each person appearing thereon and shall be posted at Village Hall and the police department.

### STEP 6: PREFERENCE POINTS

This initial eligibility register is subject to change with the addition of the veterans, educational or law enforcement preference points as prescribed in 5/10-2.1-8 and 5/10-2.1-9 of the Act

Applicants who are eligible for veterans, educational, law enforcement preference points, shall make a claim in writing with proof thereof within ten (10) days after the date of the eligibility list or such claim shall be deemed waived.

To any person who is entitled to veterans, educational or law enforcement preference points whose name appears on the register of eligibles, the Board shall add five (5) points (5/10-2.1-8 and 5/10-2.1-9) upon request of applicant. As a matter of law, these preference points are not cumulative.

### STEP 7: FINAL ELIGIBILITY REGISTER

The Board will prepare a "final eligibility register," which shall include timely and properly claimed veterans, educational, or law enforcement preference points added to the original scores of the applicants. In the event of a tie score, the placement of the tied applicants' names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board in whatever manner the Board deems appropriate.



A dated copy of the final eligibility register shall be sent to each person appearing thereon. This copy shall include the date of expiration of the register two (2) years from the date of posting.

Applicants shall be appointed from the eligibility list in the descending order in which their names appear. Notwithstanding anything to the contrary contained within these rules and regulations, the Board may, at its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants. If more than one certified applicant exists, he or she may be chosen, at the Board's discretion, in his or her order of relative excellence.

All applicants whose names appear on the final eligibility register shall at all times keep the Secretary of the Board informed of their current home address and home telephone number. If any applicant fails to notify the Board regarding any change in address and/or change in telephone number, and the Board is unable, after reasonable attempts, to contact the applicant regarding any appointment or further examinations required by the Board, the applicant's name shall be stricken from the list.

Appointment from the Final Eligibility Register is subject to satisfactorily completing steps 1-12 listed in this section. Steps eight through ten (listed below) shall proceed only after a vacancy has been certified. Upon receipt from the Village Manager of certification of one or more vacancies existing in the Police Department, the Board shall commence the process to fill such vacancy and proceed with steps eight through ten (listed below).

#### STEP 8: POLYGRAPH TEST

Any applicant for original appointment to the Police Department of the Village of Bensenville, Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Board may designate. Such test shall be given without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such test shall disqualify the applicant from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 9: BACKGROUND INVESTIGATION

Each applicant for original appointment may be required to submit to a background investigation. Failure of the applicant to take, cooperate and successfully complete such background investigation shall disqualify him or her from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 10: INDIVIDUAL ORAL INTERVIEW

At least a quorum of the Board shall participate in the individual oral interview of each applicant. Questions shall be asked of the applicant that will enable the Board to properly evaluate and grade the applicant on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each



individual oral interview the Board will discuss the applicant's abilities using the traits listed above. All examination papers and notes shall be and remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Applicants, who fail to take, cooperate and successfully complete the individual oral interview will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 11: CONDITIONAL JOB OFFER EXTENDED

Once an applicant satisfactorily completes all of the above stated steps in this section, the Board shall extend an offer of employment to the applicant that is conditional upon the applicant passing an in-depth Psychological Examination and a Medical Examination (which may include tests for vision, hearing, the presence of communicable diseases as well as a screen for any drugs and narcotics). An applicant, upon receipt of a conditional offer of employment, shall submit himself within the time specified by the Board for all examinations required by the Board.

#### STEP 12: MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

Each applicant for original appointment shall submit to the medical and psychological examinations required by the Board. An applicant's psychological examination shall be conducted by such psychologist or psychiatrist as the Board may designate.

In the event any of the Board mandated examinations disclose a disability, as defined in the Americans with Disabilities Act or the Rules and Regulations promulgated there under, the Board may require the applicant to submit to such other and further examinations as may be necessary to determine whether or not the applicant can perform the essential job functions, with or without reasonable accommodations, or whether a candidate with a disability poses a direct threat to the health and safety of himself or others and cannot perform the job at a safe level with reasonable accommodation. The Board may employ additional specialists to advise them concerning such matters or to evaluate the applicant.

All medical and psychological examinations shall be without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such examinations shall result in the withdrawal of the conditional job offer and shall eliminate the applicant from further consideration. Should the applicant fail to take, cooperate or successfully complete the required examinations, or any one of them, the Board shall notify the applicant that the conditional offer of employment has been withdrawn. These examinations are graded on a pass or fail basis.

Each applicant shall cooperate fully and completely with each and every examining agency. Should the Board be notified that any applicant has failed to fully and completely cooperate with the examining agency; such failure to cooperate shall be deemed an automatic failure of the examination. The examining agency may terminate the examination at any point at which the examining agency determines that the applicant is being uncooperative or is attempting to obstruct the examination process.

#### STEP 13: FINAL JOB OFFER

Upon successfully satisfying steps one through twelve (1-12) listed above, the Board shall extend



a final job offer to the applicant.

## **CHAPTER VI – APPOINTMENT, PROBATION, AND FINAL CERTIFICATION**

### **SECTION 1 – APPOINTMENTS**

The Board of Fire and Police Commissioners shall appoint all officers and members of the Departments, with the exception of Community Service officers and other non-officer clerical and administrative staff. All Chiefs and Deputy Chiefs shall be appointed or promoted by the Village Manager.

### **SECTION 2 – WAIVER OF APPOINTMENT**

Eligible candidates may waive appointment with five (5) business days of the transmission of a tender of appointment without losing their position on the eligibility register; provided, however, that such waiver shall be in signed, written form, and shall state the candidate's reasons for requesting the waiver. In the event such reasons are not acceptable to the Board, or if the waiver does not otherwise comply with the provisions herein, the candidate's name shall be removed from the eligibility register. No eligible candidate shall be permitted to waive appointment to the same position more than once.

### **SECTION 3 – PROBATION**

Any person, during a probationary period pursuant to original appointment, may be discharged from employment, at the discretion of the Board without a hearing.

Appointees to the position of police officer shall be subject to and considered on a twenty-four (24) month period of probation to evaluate performance. However, any newly appointed police officer who has been a certified police officer with the Village of Bensenville within five (5) years of the new appointment shall be subject to a reduced probationary period of one (1) year. The probationary period shall commence on the first day of employment, provided, however, said probationary period may be stayed in the following situations:

1. When a probationary appointee is assigned to and works in an undercover operation during the first twenty-four (24) months of employment as a police officer, the probationary period shall be extended to equal the number of days involved in such assignment or six (6) months, whichever is less.
2. When a probationary appointee enters the United States armed forces and performs active duty during the first twenty-four (24) months of employment as a police officer, the probationary period shall be extended to equal the number of days involved in such duty or six (6) months, whichever is less.
3. When a probationary appointee is unable to perform essential job functions due to illness or injury for a continuous period in excess of 21 days, which period begins during the first twenty-four (24) months of employment, the probationary period shall be extended to equal the number of days in which the probationary appointee was so ill or injured or six (6) months, whichever is less.

### **SECTION 4 – EXTENSION OF PROBATION**

Any request for extension of probation shall be submitted in writing by the Chief of Police and shall describe the basis for the request.

## **SECTION 5 – FINAL CERTIFICATION**

Final certification of probationary Police Officers shall be subject to successful completion of the Basic Police Training Course as provided by the Illinois Law enforcement Training and Standards Board, within the prescribed probationary period. Inability to successfully complete these courses may be grounds for dismissal.

## **CHAPTER VII – PROMOTIONAL EXAMINATIONS**

### **SECTION 1 – GENERAL**

The Board by its rules shall provide for promotion in the Police Department on the basis of education requirements, ascertained merit, seniority in service, examination, and veterans' points, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. The method of examination and the rules governing examinations for promotion are specified below. Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified herein.

### **SECTION 2 – ELIGIBILITY, EDUCATION AND CERTIFICATIONS**

All examinations for promotion shall be competitive among such members of the next lower rank, including those currently serving in an otherwise exempt position, as desire to submit themselves to examination, and who meet the minimum eligibility requirements. No individual on probationary status shall be eligible for promotion.

In the event no candidate from the immediate next lower rank qualifies for promotion, the Board in determining the next in order of rank in promotional examinations herewith determines a policy of extending the examination successfully through all the ranks in an endeavor to qualify eligible(s) for the vacancy or vacancies before extending the examination to the general public.

All promotional candidates must possess a Bachelor's Degree in their related field of employment.

### **SECTION 3 – PROMOTIONAL COMPONENTS**

The promotional examination process shall include components consisting of written examinations, oral examinations, seniority points and ascertained merit. The order of examination shall be determined at the discretion of the Board

### **SECTION 4 – WRITTEN EXAMINATION**



Written examination for a particular rank will consist of matters relating to the duties regularly performed by persons holding that rank and based on written materials identified and made available before the examination.

No person in the Department or the Board may see or examine the actual written examination questions before the examination is administered.

#### **SECTION 5 – SENIORITY POINTS**

Seniority points shall be based upon service as of the date of the written examination.

#### **SECTION 6 – PROMOTABILITY RATING**

The Chief of Police must publish in advance of the examination process the criteria utilized in determining the promotability score.

#### **SECTION 7 – ORAL EXAMINATION**

The oral examination shall be job-related and uniformly applied to all applicants.

#### **SECTION 8 – WEIGHTING**

All applicants who submit themselves to examination will be graded according to the following schedule:

<u>Component</u>	<u>Weighting</u>
Oral examination	<u>25 %</u>
Seniority	<u>5 %</u>
Promotion Rating	<u>25 %</u>
Written examination	<u>45 %</u>
Maximum Grade	100 %

#### **SECTION 9– MINIMUM PASSING SCORE.**

Each component of the promotional list shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factors assigned that component and the total score shall be added to produce a score based upon a total of 100 points.

All applicants shall be allowed to participate in all components of the testing process. If the Board establishes a minimum passing score, it will be announced prior to the promotion process and will be an aggregate of all components of the testing process.

#### **SECTION 10– PRELIMINARY PROMOTION LIST.**

An applicant's preliminary score shall consist of the combined scores of the promotability rating, written examination, oral examination and seniority points. Candidates shall take rank upon the promotional list in the order of their relative excellence as determined by their total scores.

#### **SECTION 11- VETERANS' PREFERENCE.**

An applicant on the preliminary promotion list, who is eligible for a veteran's preference, may file a written application for the preference within ten (10) days after the initial posting of the preliminary promotion list. Applicants who are otherwise qualified and have timely requested credit for prior military service shall be awarded veterans' preference points in accordance with state statute.

#### **SECTION 12- FINAL PROMOTION LIST.**

After adjustments for properly and timely claimed veterans' points, the final adjusted promotion list shall be posted or distributed to all members of the Department. In the event of a tie score, the placement of the tied applicants' names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board, in whatever manner the Board deems appropriate.

#### **SECTION 13- APPOINTMENTS.**

All promotions shall be made from the three (3) individuals having the highest rating, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made there from, appointments to fill existing vacancies shall be made from those names or the name remaining on the promotional list.

#### **SECTION 14- SERVICES OF CONSULTANTS.**

The Board may employ the services of consultants for the administration of the various promotional components as outlined herein.

### **CHAPTER V - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE**

#### **SECTION 1 - RANK.**

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

#### **SECTION 2 - CLASSIFICATION.**

The Board classifies such offices in the police department for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

### **SECTION 3 - OATH OF OFFICE.**

Before entering duty, any person about to become a member of the Police Department, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

"I \_\_\_\_\_, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of \_\_\_\_\_ according to the best of my ability.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC"

Applicants shall enter into such bond in such amount as prescribed by the Ordinance.

## **CHAPTER IX – FILING OF COMPLAINTS AND PRE-HEARING RULES**

### **SECTION 1 – VIOLATION OF RULES OR LAW**

All members of the Police Department shall be subject to the regulations of such Departments, and the Rules of the Board, and a violation of such rules or regulations may be cause for filing of charges before the Board, a subsequent hearing and action by the Board on such charges. Any violation of the laws of the municipality or state or federal law, by any member of the Police Department of such municipality may be cause for the filing of charges against said officer, except as herein otherwise provided.

### **SECTION 2 – COMPLAINTS**

In all cases, written complaints, also referred to as charges, shall be filed with the Board Secretary in quintuplicate, setting forth a plain and concise statement of the facts upon which the complaint is based.

### **SECTION 3 –SUFFICIENCY OF CHARGES – OBJECTIONS TO**

Motions or objections to the sufficiency of written charges and notices of such motions or



objections must be filed with the Secretary of the Board and a copy of such motion or objection shall be personally served on the opposing party or his attorney at 72 hours prior to the first scheduled hearing or within such additional time thereafter that may be granted by the Board.

#### **SECTION 4 – PROBABLE CAUSE**

The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.

#### **SECTION 5 – NOTIFICATION OF HEARING**

Upon the filing of a Complaint in quintuplicate with the Secretary of the Board, and, if necessary, the determination by the Board of probable cause for entertaining said Complaint, the Secretary of the Board shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the Complaint. The respondent shall also be served with a copy of the Complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, comptroller, manager, or other finance officer of the municipality shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order..

#### **SECTION 6 - CONTINUANCES**

The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.

#### **SECTION 7 – SUPOENAS**

a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents, which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.

b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) day before the date set for such hearing. Provided, however, the Board in its discretion may waive this rule.



## **SECTION 8 - SERVICE**

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed, by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party address where it was received a named party.

## **SECTION 9 – FILING**

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board office; in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

## **SECTION 10 – FORMS OF PAPER**

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double-spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8 ½” by 11” with inside margins of not less than one inch.
- d) The original of all papers filed shall be signed in ink by the party filing the paper or by the party’s officer, agent, or attorney.
- e) If papers are filed by an attorney, his name and address shall appear thereon.

## **SECTION 11 – COMPUTATION OF TIME**

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday then such succeeding day shall also be excluded.

## **SECTION 12 –DATE OF HEARING**

The time for the hearing of charges shall be set by the Board, within thirty (30) days of the date of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Board. This time limitation is not applicable to hearings conducted to review suspensions of five (5) days or less imposed by a Chief of a Department or one of its members.

## **CHAPTER X – HEARING RULES AND PROCUDURES**

- a) Hearings before the Board are not common law proceedings. The provisions of the “Code of Civil Procedure” do not apply to hearings before the Board.
- b) All hearings shall be public to the extent required by law.
- c) At the time and place of hearing, each party may be represented by counsel, if he so desires.
- d) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- e) The records of all hearings will not be transcribed by the court reporter unless requested to do so by the Board or any party of interest.
- f) All witnesses shall be sworn prior to testifying and the Board will decide the matter solely on evidence presented at the hearings.
- g) The Board will first hear the witnesses either substantiating the charges, which have been made against the respondent or in support of an appeal, brought by a suspended police officer. Thereafter the other party may present and examine those witnesses whom he desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.
- h) The complainant or appellant initiating any proceedings that call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of “reasonable doubt” shall not control.
- i) Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, to certain facts which shall be considered as evidence in the proceeding. In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Board



following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance and that respondent shall not contest the jurisdiction of the BFPC.

- j) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- k) Probationary police officers may be summarily dismissed by the Board and are not entitled to the protection afforded to other regular full-time officers by statute or these rules.

## **CHAPTER X1 – REMOVALS, SUSPENSIONS AND DISCHARGES**

### **SECTION 1 – SUSPENSION PRIOR TO HEARING**

#### a) Suspension by Board

The Board may suspend any member of the Police Department, against whom charges have been filed, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay, at any one time.

#### b) Appeal by Chiefs

The Chief of the Police Department shall have the right to suspend any officer under his command for a period not to exceed five (5) days, providing no charges on the same offense have been filed and are pending before the Board, and he shall notify the Board in writing within 24 hours of the time of such suspension.

#### c) Appeal from Suspension

Any police officer so suspended, may appeal to the Board for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Board of Fire and Police Commissioners.

#### d) Suspension Hearing

A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such Office, and to the Office so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal.

e) Board Action

Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the officer so suspended receive his pay for the period involved, may suspend the officer for a period of not more than thirty (30) days, or discharge him, depending on the evidence presented.

## **SECTION 2 – DISCHARGE OR SUSPENSION AFTER HEARING**

- a) In case any member of the Police Department shall be found guilty of the charges filed against him after a hearing by the Board, he may be removed, discharged, or suspended for a period not exceeding thirty (30) days, without pay. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or in part, or may suspend the officer or firefighter for an additional period of not more than thirty (30) days or discharge the police officer or firefighter depending on the facts presented.
- b) Discharge from office, or suspension from service in the Police Department shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Division 2, Sections 5/10-2,1-1 through 5/10-2,1-30, inclusive, of Chapter 65 of the Illinois Compiled Statutes.
- c) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.

## **SECTION 3 – FINDINGS AND DECISION**

The Secretary shall preserve the findings and decision of the Board. Following a hearing of charges, the decision shall be sent to the officer involved and the Chief for enforcement. If the finding or decision is that an officer or employee is guilty of charges investigated, and removal or discharge is ordered such order of removal or discharge shall become effective forthwith.

**PROCLAMATION IN HONOR OF THE KIWANIS  
INTERNATIONAL AND COMMUNITY VOLUNTEERS FOR  
THE 2011 REDMOND PARK CLEANUP**

**WHEREAS**, Redmond Park is a world class community asset in the Village of Bensenville that is utilized daily by stockholders throughout the region, and;

**WHEREAS**, every year at the beginning of spring, and in honor of National Arbor Day and the Village's desire to respect the environment, clean-up activities are organized, and;

**WHEREAS**, Kiwanis International, a global organization of members of every age who dedicate themselves in changing the world, one child and one community at a time, the Bensenville Police Department, along with a group of extraordinary community volunteers; gave their time to make a difference and better our community;

**THEREFORE**, I Village President, Frank Soto along with the Village of Bensenville Board of Trustees wish to thank all of these outstanding volunteers for donating their time and talents to participate in the 2011 Redmond Park Cleanup.

Proclaimed this date, May 10, 2011

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Frank J. Soto  
Village President

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Corey Williamsen  
Deputy Village Clerk



