



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, November 22, 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

November 8, 2011 – Village Board of Trustees
- VI. WARRANT – November 22, 2011 #11/22 - \$3,013,459.31
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Resolution Supporting the Western Terminal and Western Access into O'Hare International Airport*
 2. *Resolution Regarding Change Order Number Two with the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction Company for an Increase of \$241,741 is Required for the North Business District Reconstruction Project for a Revised Contract Cost of \$11,143,988*
 3. *Resolution Authorizing the Village of Bensenville to Enter into Certain Utility Billing Production Agreement with Third Millennium Associates, Inc.*
- VIII. **REPORTS OF STANDING COMMITTEES**
 - A. Administration, Finance and Legislation Committee
 1. *Ordinance Amending Specific Provisions of the Bensenville Village Code Allowing for the Restructuring of Duties within the Village*
 2. *Resolution Adopting the Meeting Schedules for the Village Board and Standing Committees for the 2012 Calendar Year*
 - B. Community and Economic Development Committee – No Report

- C. Infrastructure and Environment Committee – No Report
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. INFORMATION ITEMS

- A. PRESIDENT'S REMARKS
- B. VILLAGE MANAGER'S REPORT

1. Motion Authorizing the Village Manager to Execute a Contract with True North Consultants, Inc. of Naperville in the Amount of \$23,430 for Environment Services and Material Disposal Management Associated with the Northern Business District Reconstruction Project

- 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

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

November 8, 2011

CALL TO ORDER: 1. President Soto called the meeting to order at 7:02 p.m.

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

Jarecki, O'Connell, Peconio, Ridder

Absent: Bartlett, Wesseler

A quorum was present.

President Soto request to move the President's Report to the beginning of the agenda. There were no objection from the Village Board.

**PRESIDENT'S
REMARKS:**

President Soto read a proclamation into the record proclaiming November 16, 2011 as Mohawk School National Blue Ribbon Schools Day. Mohawk School Principle, Madelyn Di Rienzo-Devers was present to accept the proclamation on behalf of Mohawks School.

PUBLIC COMMENT:

Janet Luby – 284 E. Jefferson Street

Ms. Luby asked the Village Board if there was an ordinance in place that prevents leaf blowing into the public streets. Ms. Luby also asked if there was a Village ordinance that required homeowners to shovel snow from the sidewalks in front of their homes. Village Staff was directed to contact Ms. Luby regarding her questions.

John Wassinger – 255 S. Church Road

Mr. Wassinger was intending to address questions with Trustee Wesseler who was absent from the meeting. Mr. Wassinger stated he would attempt to address his questions for Trustee Wesseler at the next Village Board Meeting.

**APPROVAL OF
MINUTES:**

3. The October 25, 2011 Village Board Meeting Minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.
11/21:**

4. President Soto presented **Warrant No. 11/21** in the amount of \$1,676,806.30.

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

ROLL CALL:

AYES: Jarecki, O'Connell, Peconio, Ridder

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Ridder made a motion to set the Consent Agenda as presented. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

**Ordinance No
64-2011:**

Ordinance Granting Approval of a Variance for a Driveway Construction Width to Allow Construction of a Twenty-Eight Foot Driveway at the Property Commonly Identified as 124 South Church Road, Bensenville, Illinois. (Consent Agenda)

**Ordinance No
65-2011:**

Ordinance Approving a Final Plat of Subdivision to Subdivide the property Located at 304 N. Spruce Avenue into Two Lots Consistent with the Previous Property Division for Tax Purposes. (Consent Agenda)

Motion: Trustee O'Connell made a motion to approve the Consent Agenda as presented. Trustee Ridder seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-109-2011:**

6. President Soto gave the summarization of the action contemplated in **Resolution No. R-109-2011** entitled **A Resolution Authorizing the Execution of a Contract with National Roofing Corporation for the Roof Replacement located at 800 East Jefferson Street.**

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-110-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-110-2011** entitled **A Resolution Authoring Intervention in Certain Tax Appeal Cases with Tressler, LLP.**

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No
_____:**

8. President Soto gave the summarization of the action contemplated in **Ordinance No. _____** entitled **An Ordinance Amending Specific Provisions of the Bensenville Village Code Allowing for the Restructuring of Duties within the Village.**

Motion: Trustee Peconio made a motion to table this item until the November 22, 2011 Village Board Meeting. Trustee Ridder seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, suggested to the Village Board to cancel the Budget Workshop for November 8, 2011 with the absence of Trustee Bartlett and Trustee Wessler. There were no objections from the Village Board.

**VILLAGE ATTORNEY'S
REPORT:**

**Resolution No
R-111-2011:**

9. Village Attorney, Pat Bond, gave the summarization of the action contemplated in **Resolution No. R-111-2011** entitled **A Resolution Authorizing the Execution of a Limited Environmental Indemnity Agreement and a Highway Authority Agreement for 4 W. Irving Park Road, Shell Gas Station.**

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

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

NAYS: None

All were in favor. Motion carried.

**UNFINISHED
BUSINESS:**

Trustee Ridder reminded all resident that Holiday Magic will be held November 20, 2011 and encouraged all to attend.

Trustee Ridder also announced the Village is still accepting toys for the annual Toy Drive along with coats for the annual Rotary Coat Drive.

Michele Milewski, President of the Bensenville Chamber of Commerce announced that the Chamber of Commerce had approved to donate \$250 to the Village's Toy Drive and \$250 to the Rotary's Coat Drive.

NEW BUSINESS:

Trustee Peconio announced there has been a schedule completed for the Student Exchange Program with Cefalu, Italy. The Students will be arriving on November 18, 2011. Anyone interested in participating in any events can contact Trustee Peconio.

President Soto announced that the 12 & 13 year old pop warner Bandits Football team had recently won their Regional Championship game and will be traveling to Kansas City to play in another game and if they win, they will be playing for a National Championship.

ADJOURNMENT:

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:34 p.m.

Corey Williamsen
Acting Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, November 2011

TYPE: Resolution **SUBMITTED BY:** Village Manager **DATE:** November 22, 2011

DESCRIPTION: Approve the Resolution supporting the Western Terminal and Western Access into O'Hare International Airport.

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 type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: AF&L – Passed Unanimously (7-0)

DATE: 11/15/11

BACKGROUND:

The expansion and modernization of O'Hare International Airport was promoted and approved by the City of Chicago as a comprehensive project that included improvements to the airport as well as connectivity improvements to the west side of O'Hare. These connectivity improvements included the expansion of the Elgin-O'Hare Expressway, Western Access into the airport and a Western Terminal. Combined, these improvements would create 65,000 permanent jobs in the project area by 2040 and increase local tax revenues by \$29 million annually.

To date, 572 homes and 103 businesses in Bensenville have been sacrificed for the O'Hare Modernization Program with the understanding that the economic opportunities promised would become the economic opportunities realized. Plans for the construction of the Elgin-O'Hare expansion and the Western Bypass have been revealed but no mention has been made to the construction of a Western Terminal and Western Access.

The AF&L Committee considered this resolution on November 15, 2011 and unanimously recommended approval.

KEY ISSUES:

The lynchpin for the economic development and job creation in the OMP area is the Western Terminal and Western Access. The purpose of this Resolution is to call on the City of Chicago and its airline partners to recommit to the planning, financing, and construction of the Western Terminal and Western Access. In addition, the Resolution asks the City of Chicago to convene a meeting with the airlines, DuPage and Cook Counties, and the Elgin-O'Hare Corridor communities to work together to fund and plan this critical economic development infrastructure.

If this Resolution is approved by the Village Board, staff will draft template Resolutions for other communities in the Elgin-O'Hare Corridor to approve. The approved Resolutions would then be delivered to the City of Chicago.

ALTERNATIVES:

Board Discretion.

RECOMMENDATION:

Approve the Resolution and direct staff to work with other Elgin-O'Hare Corridor communities to pass similar Resolutions.

BUDGET IMPACT:

N/A.

ACTION REQUIRED:

Approve the Resolution.

RESOLUTION NO.

A RESOLUTION SUPPORTING THE WESTERN TERMINAL AND WESTERN ACCESS INTO O'HARE INTERNATIONAL AIRPORT

WHEREAS, the expansion and modernization of O'Hare International Airport was promoted and approved by the City of Chicago as a comprehensive project that included new runways, realignment of existing runways, roadway and connectivity improvements and development on the western side of the airport, including a Western Terminal, people mover, transit hub, parking lots and other airport and commercial development; and

WHEREAS, approval and acceptance of the O'Hare Modernization Program by the City of Chicago was predicated on the job creation and economic development opportunities presented by the entire Modernization project, including the Western Terminal; and

WHEREAS, construction of the completion of the Elgin O'Hare Expressway was envisioned as seamless Western Access into O'Hare International Airport; and

WHEREAS, 572 homes and 103 businesses in Bensenville were sacrificed for the O'Hare Modernization Program with the understanding that the economic opportunities promised would become the economic opportunities realized; and

WHEREAS, since 2007 employment in the 120 square mile area west of O'Hare has declined by 70,000 jobs, or almost 14%, which is well above the national and regional unemployment levels; and

WHEREAS, Governor Quinn's Elgin-O'Hare West Bypass Advisory Council concluded that construction of the Elgin-O'Hare extension and West Bypass together with a Western Terminal at O'Hare would transform the economic base of the area to new levels; and

WHEREAS, the Elgin-O'Hare West Bypass Advisory Council estimates that these transportation improvements in combination with a Western Terminal would create 65,000 permanent jobs in the area by 2040 and increase local tax revenues by \$29 million annually; and

WHEREAS, our nation, our state and our region are in critical need of job creation and business expansion; and

WHEREAS, national and local economic conditions have impacted the timing and construction of a Western Terminal and associated and collateral development.

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

SECTION ONE: The Village of Bensenville respectfully requests the City of Chicago, along with its airline partners, Cook and DuPage Counties, the effected Elgin-O'Hare Corridor communities and all effected stakeholders, to come together and develop a strategy to fund, build and complete the Western Terminal at O'Hare International Airport.

SECTION TWO: The Village of Bensenville calls upon the City of Chicago to convene, with all possible haste, a meeting of the above named stakeholders in order to coalesce support for this project and to expedite the delivery of the benefits offered by the expansion of the Elgin-O'Hare Expressway, a Western Terminal, Western Access into the airport and associated collateral development.

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

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 11/15/2011

DESCRIPTION: Resolution Authorizing Approval of Change Order No. 2 for the Northern Business District Reconstruction Project in the amount of \$493,500.

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

ASSIGNED COMMITTEE: I&E (unanimous approved)

DATE: 11/15/2011

BACKGROUND: The North Business District Reconstruction (NBDRP) Project has been under construction since the beginning of June 2011. As with any major construction project, changes occur in the field that were not expected or addressed as part of the construction documents. Conflicts in the field, omitted items, and unneeded items result in changes (up or down) to the contract. The Project Team has met to discuss requests made from the contractor and have come to agreement with the contractor on a number of items.

The award of the construction contract to the Joint Venture of A-Lamp Concrete Construction / John Neri Construction and project funding for the work were established at the May 24, 2011 Village Board Meeting. At the time of bid award, the Village Board authorized the appropriation of \$10,774,180 of monies. Change Order No. 1 was approved on October 11, 2011 in the amount of \$128,068, increasing the appropriation to \$10,902,248.

KEY ISSUES: Five items have been agreed upon and considered changes in the original scope of work. Three of these items were neglected in the design of the project. A fourth item was seen as a necessary upgrade item for our street lights. The fifth item relates to the proper disposal of spoils that were not anticipated as part of the project. These items are spread out over the six SSAs of the project. A spreadsheet of the change orders is included in the attached memorandum. The total net increase as a result of the five items is \$493,500 which results in a modified contract amount of \$11,395,747 (a 5.8% increase in the contract, inclusive of both change orders to date).

We currently have fifteen other items that have either been dismissed or are still being considered. Staff intends to bring change orders to the Village Board on a regular basis (monthly or bi-monthly) to keep the Village Board up to speed on the financial status of the project. Many of the original bid items will be adjusted as part of a final and balancing change order when the construction work is complete. A summary of the change order with respect to each SSA can be seen in the table below:

	SSA 3	SSA 4	SSA 5	SSA 6	SSA 7	SSA 8	Non-TIF
Original Bid \$	\$1,175,168.20	\$4,510,915.20	\$229,615.36	\$2,230,726.99	\$1,190,134.37	\$598,866.14	\$838,753.43
C.O. #1	\$8,312.00	(\$5,906.83)	\$1,031.23	\$10,018.50	\$28,784.78	\$2,689.59	\$83,137.83
C.O. #2	\$16,098.00	\$86,750.21	\$23,341.34	\$226,762.49	\$79,670.20	\$60,877.18	\$0
Modified \$	\$1,199,578.20	\$4,657,062.69	\$277,329.27	\$2,694,270.47	\$1,342,534.30	\$723,310.09	\$921,891.26
SSA Budget \$	\$1,102,166.68	\$4,757,603.16	\$332,711.97	\$3,232,518.22	\$1,661,053.21	\$867,796.68	

ALTERNATIVES: Village Board Discretion

RECOMMENDATION: Staff recommends approval of Change Order No. 2 in the amount of \$493,500.

BUDGET IMPACT: SSA3 is over budget, SSA4-8 are all within budget.

ACTION REQUIRED: A motion to approve a Resolution authorizing the approval of Change Order No. 2 to the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction in the amount of \$493,500 for a revised contract cost of \$11,395,747 associated with the Northern Business District Reconstruction Project.



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-48

Date: November 2, 2011
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Change Order No. 2 – NBD RP (*modified 11/13/2011*)

The **North Business District Reconstruction Project (NBD RP)** combines SSA and TIF funds to support the storm sewer, water main, sanitary sewer, and street improvements for six SSA areas within the Northern Business District.

Enclosed herewith is the change order form and Resolution in support of Change Order No. 2 for the NBD RP. The change order consists of an increase in the contract total to the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction in the amount of **\$243,500** with no extension in time. This change order focuses on three items that were not included in the contract documents prepared by CBBEL and one item that addresses an electrical item that upgrades our aged wiring for street lights.

The award of the construction contract to the Joint Venture of A-Lamp Concrete Construction / John Neri Construction and project funding for the work were established at the May 24, 2011 Village Board Meeting. At the time of bid award, the Village Board authorized the appropriation of \$10,774,180 of monies. Change Order No. 1 was approved on October 11, 2011 in the amount of \$128,068. Change Order No. 2 is requested in the amount of \$243,500. The modified contract total will be **\$11,145,747**. A table is attached summarizing the current status of the project funding with respect to individual SSA/TIF and Village accounts. The current change order is 3.4% of the contract value.

To best outline the items for inclusion in this change order, the body of this memo will mirror the Change Order Form attached. Each item on the form will be explained, in detail.

CHANGE ORDER NO. 2

Item #18: Roadway Lighting (\$51,823.25) - The new pavement at the bend in Tower Lane was widened to the inside of the curve as shown in the Plans. The widened area conflicted with the existing roadway lighting cables. The cables would need to be relocated to behind the new curb with new duct and wires. Also, on Thomas Drive, the roadway lighting cables were in conflict with several storm sewer laterals and the new box culvert. In lieu of repairing the cables in these locations, new duct and wires will be installed.

Item #28 Boise Dock Patch (\$21,446.10) - The 72" storm sewer pipe runs through the loading dock parking lot of the Boise Paper Company. The parking lot was patched with hot mix asphalt with a depth of 8 inches. The Plans did not show pavement restoration in this area.

Item #34 Streambank Guardrail (\$121,973.50) - The majority of the trees along the streambank were removed to facilitate the construction of the stabilized slopes with gabion baskets. Many of the areas where trees were removed acted as a buffer between the stream and several buildings' parking lots or driveways. Guardrail along the areas was proposed as the best solution to the issue.

Item #37 1101-1107 Ellis Parking Lot (\$48,256.56) - The new 84' storm sewer pipe runs through the parking lot of the 1101-1107 Ellis Building. The plans showed that the lot was to be patched back with hot mix asphalt; however, not enough quantity was shown for the replacement work. Also, an aggregate wedge was needed along the edge of the new asphalt to make a difference in elevation between the new lot and the railroad tracks. The pavement markings in the lot were also restored, which was not detailed on the original plan.

CONCLUSION

The four items included in this change order total additional costs of \$243,500. The modified contract total is \$11,145,747. A final balancing change order will be presented at the conclusion of the project. The project is currently scheduled for a November 23, 2011 completion.

Enc. Table: Project Funding Status
 Change Order Form
 Resolution



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-50

Date: November 14, 2011
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: NBDRP – Spoil Status 111411

On November 11, 2011 members from the joint venture (Joe Lampignano and Nick Neri) and the Village (Mike Cassady and Joe Caracci) met to continue the negotiations of the spoil situation on the North Business District Reconstruction Project (NBDRP). I am pleased to report that we have come to an agreement on how to handle the disposal of the spoil and reached consensus on compensation.

Our initial gap entering the meeting was nearly \$380,000 (A-Lamp at \$512K and VOB at \$133K). A-Lamp initially came down to a “rock bottom” offer of \$300,000. After a few iterations, we were able to compromise and reach agreement on \$250,000 as a maximum participation in the handling of the material. This negotiation showed a willingness of A-Lamp to assume some of the responsibility of their business model risk as well as show a partnership in keeping Village costs down.

The plan to remove the spoil will include the continued retention of the services of True North Environmental to oversee the loading of all trucks to determine whether the material would likely be accepted at the Bluff City CCDD Facility. True North will act on behalf of the Village in pre-testing the material with a photo-ionic detector (PID) to provide the best likelihood of the material being accepted at the CCDD facility. It is our hope and desire for all loads to be accepted at the CCDD facility. For each load that leaves Bensenville and is accepted and dumped at Bluff City, the Village will compensate the joint venture \$125. This represents a total maximum cost for material that ends up at Bluff City (estimated at 2,000 loads) at \$250,000.

Any load that either is not recommended to leave the site due to setting off of the PID, or any load that is ultimately rejected at the Bluff City yard and returned to the Village of Bensenville will result in additional costs that will need to be borne by the Village. We are hopeful that with the oversight of True North, these loads can be minimized on the project. We are still working out the details on the actual cost to properly dispose these materials at an approved Special Waste Landfill.

The total compensation level to True North is expected to increase to approximately \$25,000. This level will include work already performed and approved administratively (initial testing of material and all legwork involved with getting the approved CCDD facility) as well as ongoing oversight for the duration of the stream bank work on the project.

This settlement will allow for the existing pile of spoils to begin to be moved and disposed of offsite. It will allow for the continued operation of the project with respect to stream bank stabilization. We anticipate that the removal will begin in upcoming days.

As this agreement ultimately needs Village Board approval, I would like to include this new item to our proposed Change Order No. 2 that is currently on the November 15 I&E Agenda. I am prepared to discuss this item at the meeting and have included a modified Green Sheet. I will work on the remaining paperwork and include in the final packet for the November 22, 2011 Village Board Meeting.

Change Order No. 2 will be modified to include the \$250,000 contribution to the proper disposal of materials. This results in a Change Order No. 2 total of \$493,500, and modified contract total of \$11,395,747 (a 5.8% increase in the contract total, inclusive of Change Orders No. 1 and No. 2).

Village of Bensenville
Northern Business District Reconstruction Project
Change Order #2

10/14/2011

#	Description	Cost	Change Order #	SSA Breakdown						
		Approved		3	4	5	6	7	8	non-SSA
18	Roadway Lighting	\$ 51,823.25	2	\$ 16,098.00				\$ 35,725.25		
28	Boise Dock Patch	\$ 21,446.10	2		\$ 21,446.10					
34	Streambank Guardrail	\$ 121,973.50	2		\$ 5,590.05	\$ 7,653.84	\$ 74,357.49	\$ 14,409.95	\$ 19,962.18	
37	Parking Lot 1101 Ellis	\$ 48,256.56	2		\$ 48,256.56					
	Spoil Settlement	\$ 250,000.00	2		\$ 11,457.50	\$ 15,687.50	\$ 152,405.00	\$ 29,535.00	\$ 40,915.00	
	Totals CO#2	\$ 493,499.41		\$ 16,098.00	\$ 86,750.21	\$ 23,341.34	\$ 226,762.49	\$ 79,670.20	\$ 60,877.18	\$ -
	Totals CO#1	\$ 128,067.10		\$ 8,312.00	\$ (5,906.83)	\$ 1,031.23	\$ 10,018.50	\$ 28,784.78	\$ 2,689.59	\$ 83,137.83
	Totals	\$ 621,566.51		\$ 24,410.00	\$ 146,147.49	\$ 47,713.91	\$ 463,543.48	\$ 152,399.93	\$ 124,443.95	\$ 83,137.83

Original Bid	\$ 1,175,168.20	\$ 4,510,915.20	\$ 229,615.36	\$ 2,230,726.99	\$ 1,190,134.37	\$ 598,866.14	\$ 838,753.43
Modified Costs	\$ 1,199,578.20	\$ 4,657,062.69	\$ 277,329.27	\$ 2,694,270.47	\$ 1,342,534.30	\$ 723,310.09	\$ 921,891.26
SSA Budget	\$ 1,102,166.68	\$ 4,757,603.16	\$ 332,711.97	\$ 3,232,518.22	\$ 1,661,053.21	\$ 867,796.68	
+/-	\$ (97,411.52)	\$ 100,540.47	\$ 55,382.70	\$ 538,247.75	\$ 318,518.91	\$ 144,486.59	

To: Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Date: 11/2/2011

[illegible]

Requested by:	Dave Bugaj, Civiltech		
Reviewed by:	Joe Caracci, Director of Public Works, VOB		
Recommended by:	Joe Caracci, Director of Public Works, VOB		
Approved by:	Mike Cassady, Village Manager, VOB		
Accepted by:	Joe Lampignano, A-Lamp, JV		

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE DETERMINATION OF
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER
NUMBER TWO WITH THE JOINT VENTURE OF A-LAMP CONCRETE
CONTRACTORS / JOHN NERI CONSTRUCTION COMPANY
FOR AN INCREASE OF \$493,500 IS REQUIRED FOR THE
NORTH BUSINESS DISTRICT RECONSTRUCTION PROJECT
FOR A REVISED CONTRACT COST OF \$11,395,747**

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

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to deduct monies for various violations and Village costs;

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

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

SECTION TWO: The change order which this determination involves relates to the following contract: Northern Business District Reconstruction Project, Joint Venture of A-Lamp Concrete Contractors / John Neri Construction Company. The nature of Change Order Number One and the amount of change is as follows - To compensate the contractor for additional work items performed up to October 31, 2011 and include a not to exceed appropriation for the proper disposal of spoil generated from the stream bank stabilization portion of the project. The above changes resulted in a net cost increase of four hundred ninety-three thousand five hundred dollars (\$493,500), for a revised contract

price of eleven million three hundred ninety-five thousand seven hundred forty-seven dollars (\$11,395,747) with no extension in time.

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

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

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Tim Sloth **DATE:** November 15, 2011

DESCRIPTION: Resolution authorizing the Village Manager to outsource utility bill mailing and execute a one (1) year utility bill mailing services contract with Third Millennium Associates (TMA) which will automatically renew each year for four additional years.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒ *Financially Sound Village*
☒ *Quality Customer Oriented Services*
☐ *Safe and Beautiful Village*

☐ *Enrich the lives of Residents*
☐ *Major Business/Corporate Center*
☐ *Vibrant Major Corridors*

COMMITTEE ACTION: Passed AFL 5-0

DATE: November 8, 2011

BACKGROUND: The Village currently prints and mails utility bills in-house. Outsourcing utility bill mailing supports our continuing effort to reduce operating costs and make staff time more efficient. With the assistance of Baecore Group, we solicited pricing and proposals and three qualified vendors responded. A detailed review and evaluation of the proposals revealed Third Millennium Associates (TMA) to be the most cost efficient with the best structured processes in record managing, archiving, variable message content, selective or mass inserts.

Included with this green sheet is a Five Year Cost Summary, the TMA quote and a sample utility bill. Please note the large message center on the sample bill. This will allow for increased marketing, events promotion and public relations opportunities. Please note, the color scheme on the sample bill is not accurate; it will be more like the Vehicle sticker application that recently went out.

The AF&L Committee considered this item on November 8, 2011. The Committee discussed the need for outsourcing, the cost savings associated with outsourcing and the use of the saved staff time. Following discussion, the Committee voted unanimously (5-0) to approve this item.

KEY ISSUES: The current in-house processing of utility bills takes approximately 16 hours of staff time per month. By outsourcing this function, the Village would reduce overtime by 4 hours each month and the remaining 12 staff hours per month will be used to concentrate on economic development/marketing and database management initiatives.

One question asked related to this item was if utility bill due dates could be more consistent. The system is capable of doing this, however one of the reasons we do not do this now is to make sure the due date does not fall on a weekend. A significant portion of our customers pay in cash at the front counter so traditionally we have made sure the bill due date does not fall on a weekend so we can best accommodate this group.

Based on bulk rating, TMA pays lower postal rates translating to \$6,174 postal rate savings over the current village rate. In addition, TMA has a robust off-site disaster recovery and 100% redundant, protection by geographic isolation, large scale printing and mailing resources. Contract costs may change based on postal rate increases or measureable paper cost increases.

ALTERNATIVES: Board discretion

RECOMMENDATION: Board concurrence with staff recommendation for one year utility bill mailing contract with Third Millennium Associates and automatic, annual renewal for four years.

BUDGET IMPACT: Already included in the current budget. The initial year savings with setup fees will be \$1,619.68, then subsequent savings totaling \$18,098 over five years.

ACTION REQUIRED: Motion approving proposed Resolution.

Bensenville Memo

Date: November 8, 2011

To: Mike Cassady

From: Tim Sloth

RE: Response to questions about utility bill printing outsourcing

This memo is in response to questions asked in regards to the Utility Bill Printing Outsourcing.

How much will we reduce staff? We will not be reducing any staff as a result of this agreement. We will free up a total of 24.6 days annually. That correlates to about 16 hours a month.

Utility Bill Printing Breakdown of Monthly Hours

Process	Assigned Staff	# Hours	Description
Printing the Bills	Selia Pulido	4	Selia pretty much has to stand next to the machine the whole time, adding paper, clearing paper jams, and also making sure to empty the sorter.
Folding / Stuffing / Mailing	Karina Mlynek	6	Karina is the primary person running the Formax machine which folds the bills and stuffs inserts.
Folding / Stuffing / Mailing	Mike Martella	6	It's a two person job doing this. Mike knows the machine best and is good at fixing it when it breaks so he usually assists. Sometimes it is a different staff member but then Mike will end up helping anyway.
		<u>16</u>	

Please note that the above schedule assumes a relatively smooth printing process with only moderate problems with the Formax machine. As recently as last July we had a bill run that had to be done completely manually with literally every member of Finance stuffing inserts and sealing envelopes. While this was a great team building exercise it wasn't an efficient use of our time.

Since printing and stuffing the bills is a once a month spike in workload this process usually leads to about 4 hours of extra overtime a month.

The plan for the freed up hours is as follows:

1. Reduce Overtime – 4 hours.
2. Leave Mike Martella alone to concentrate on Marketing / Economic Development – 6 hours.
3. The remaining 6 hours will free up staff to work on proactive database management initiatives. We seem to be more reactive than proactive in terms of managing our database. Only when we realize there is a problem do we look into it. I would like to take a more pro-active approach and stay on top of our databases preventing problems before they occur.

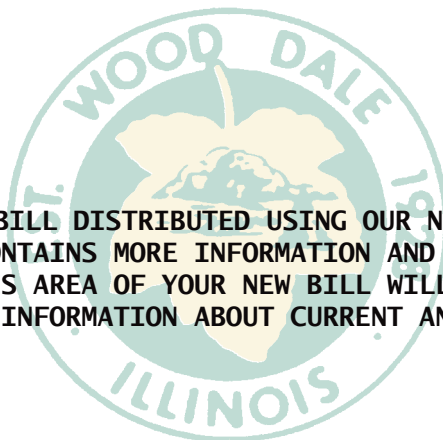
In the future can we be consistent with payment dates on water bills? The system is capable of doing this. One of the reasons we do not do this is to make sure the due date does not fall on a weekend. A significant portion of our customers pay in cash at the front counter so traditionally we have made sure the bill due date does not fall on a weekend so we can best accommodate this group.

If we did decide to make the due date the same every month the date chosen would have to be the 25th, 26th or the 27th. Anytime later would be too close to month end processes. Anytime earlier and we risk violating the Village ordinance which states that the payment due date will be at least 20 days after the bill issue date.

Five Year Total Cost Summary				
Costs	Bensenville Year 1	TMA Year 1	Bensenville Years 2-5	TMA Years 2-5
One time Implementation Fee:		\$2,500.00		
Per Statement Fee:		\$11,701.20		\$46,804.80
Additional Paper Costs:	\$3,661.88		\$14,647.52	
Cost of invoice stock		Included	Included	Included
Cost of Printed #10 Envelope		Included	Included	Included
Cost of printed #9 Envelope		Included	Included	Included
Dynamic or Variable Message Content Production – account specific and on demand	Not Available	Included	Included	Included
CASS Certification – match like addresses despite address differences (Avenue versus Av);	Not Available	Included	Included	Included
NCOA File Process – with processing each file, movers and changes must be provided to Village on demand in report broken down by type	Not Available	Included	Included	Included
Move Updates – provided each file produced	Not Available			
PDF Archive Set Up Fee	Not Available	Included		
Per PDF Archive Record Fee		Included		
Storage Fees		Included	Included	Included
Postage VOB \$0.44, TMA \$0.3350	\$25,872.00	\$19,698.00	\$103,488.00	\$78,792.00
Printing costs	\$3,000		\$12,000	
Formax Maintenance	\$2,985		\$11,940	
5 Year Investment Bensenville Processing			\$177,594.40	
5 Year Investment TMA Processing				\$159,496

Bensenville Utility System Cost Summary

TMA Service	One Time Cost	Per Transaction Cost	Annual Cost
Utility Application Production & Mailing			
One time Implementation Fee	\$2,500.00		
Per Statement Fee		\$0.199 per record	\$13,850.40 (assumes 69,600 records annually)
Additional Insert Fee		Included	
Additional Paper Costs		Included	
Additional Envelope Costs		Included	
CASS Certification		Included	
Move Updates		Included	
Archive Fee		Included	
Additional Archive Fee		Included	
Postage (1 oz qualified pieces)		\$0.34 per envelope	\$23,664.00 (may vary based on # of envelopes mailed)
Total Annual Cost of Laser Imaging:			\$37,514.40*
			<i>*may vary based on postage</i>
Programming Charges		\$150 per hour	Will vary based on programming needs
* This would include bills that need to be pulled out of your production run.			
Optional Services		\$0.00	\$0.00
If using our vehicle mailing and production, this will integrate with the Utility billing system. We can dynamically laser image a message on accounts that have not yet purchased their vehicle stickes, telling them what they owe and how to comply.			



THIS IS THE FIRST UTILITY BILL DISTRIBUTED USING OUR NEW CITIZEN-FRIENDLY FORMAT. IT IS NOW EASIER TO READ, IT CONTAINS MORE INFORMATION AND A PRE-ADDRESSED RETURN ENVELOPE FOR YOUR CONVENIENCE. THIS AREA OF YOUR NEW BILL WILL BE RESERVED TO NOTIFY YOU OF INTERESTING AND IMPORTANT INFORMATION ABOUT CURRENT AND FUTURE EVENTS IN YOUR CITY.

PLEASE SEE OTHER SIDE FOR ADDITIONAL BILLING INFORMATION

BILL DATE: 12/24/2005
NAME: ROBERT JONES
SERVICE ADDRESS: 123 OAK STREET

ACCOUNT NUMBER: 39292921-00



METER INFORMATION		BILLING PERIOD	
Current Reading.....	222	Service From Date	11/20/2005
Previous Reading.....	213	Service To Date	12/20/2005
		Type of Reading	ACTUAL

CURRENT CHARGES	USAGE	X	RATE	+	FIXED COST	=	AMOUNT
Water	7		\$4.30		\$1.50		\$31.60
Sewer	7		\$4.10		\$2.25		\$30.95
Refuse	1		\$.00		\$18.46		\$18.46

TOTAL CURRENT CHARGES \$81.01

PAST DUE BALANCE \$0.00

PENALTIES/FINES \$0.00

TOTAL DUE BY 4:30 PM ON 1/1/2006 \$81.01

TOTAL DUE AFTER 1/1/2006 \$85.06

5% LATE CHARGE WILL BE COMPUTED ON TOTAL UNPAID BALANCE IF PAYMENT IS NOT RECEIVED BY DUE DATE

DETACH HERE

RETURN BOTTOM PORTION WITH CHECK PAYABLE TO CITY OF WOOD DALE

DETACH HERE



CITY OF WOOD DALE

404 North Wood Dale Road
Wood Dale, Illinois 60191

ACCOUNT NUMBER: 39292921-00
SERVICE ADDRESS: 123 OAK STREET



TOTAL AMOUNT DUE BY 1/1/2006 \$81.01

TOTAL AMOUNT DUE AFTER 1/1/2006 \$85.06

AMOUNT PAID

ROBERT JONES
123 OAK STREET
WOOD DALE, IL 60191



3929292100008101



PLEASE SEE OTHER SIDE FOR ADDITIONAL BILLING INFORMATION

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5% LATE CHARGE WILL BE COMPUTED ON TOTAL UNPAID BALANCE IF PAYMENT IS NOT RECEIVED BY DUE DATE

DETACH HERE

RETURN BOTTOM PORTION WITH CHECK PAYABLE TO CITY OF WOOD DALE

DETACH HERE



CITY OF WOOD DALE

404 North Wood Dale Road
Wood Dale, Illinois 60191

City of Wood Dale — Additional Information

MOVING:

Please call (630) 350-3530 to arrange for a final meter reading before you move. We require a five day notice in order to schedule a final reading.

Additional Charges:

Each customer is billed monthly. A 5% penalty will be added if payment in full is not received IN OUR OFFICE by 4:30 p.m. on the due date. Failure to receive bill does not exempt you from penalty charges. All returned checks must be paid with a cashier's check, money order, or cash. All returned checks are subject to an additional charge of \$25.00.

SHUT OFF PROCEDURE:

If payment is not **RECEIVED** by our office by the shut-off date shown on the shut-off notice, your water service will be discontinued. Service will not be resumed until all past due charges plus an additional \$75.00 turn on fee has been paid.

METER INFORMATION:

Most high bills are due to indoor leaks. Leaks for you to look for are toilets, sinks, bathtubs, furnace humidifiers, hot water tanks and homes with water heating systems.

Meter readings obtained by remote device are subject to revision based upon the actual water meter reading.

AUTOMATIC PAYMENT:

You may authorize automatic payment of your utility bill by completing and submitting an authorization agreement for direct utility payments (ACH debits). Forms may be obtained from the Finance Department or from our website at <http://www.wooddale.com>.

QUESTIONS ABOUT YOUR UTILITY BILL:

If you have questions about your monthly usage, billing amount, deposit, or refuse charges, please call (630) 766-5228. For all other City business, please call (630) 766-4900.

**PLEASE MAKE YOUR CHECK PAYABLE TO CITY OF WOOD DALE.
INCLUDE YOUR ACCOUNT NUMBER ON YOUR CHECK, AND ENCLOSE THE
REMITTANCE PORTION OF YOUR BILL IF YOU ARE MAILING YOUR PAYMENT.
BRING THE ENTIRE BILL TO CITY HALL IF YOU ARE PAYING IN PERSON.**

TO PAY BY MAIL:

Please allow 7 days for mail delivery.
Use the enclosed envelope to mail to:

City of Wood Dale
P.O. Box 396
Wood Dale, Illinois 60191-1596

TO PAY IN PERSON:

Please come to City Hall, Monday
thru Friday, 8:30 a.m. to 4:30 p.m. at:

Wood Dale City Hall
404 N. Wood Dale Road
Wood Dale, Illinois 60191

TO DROP OFF YOUR PAYMENT:

Use the Utility Bill drop box located in the rear of City Hall next to the exit from the parking lot.

Utility Billing Production Agreement

Third Millennium Associates, Inc. and the Village of Bensenville

This agreement, which is one year in duration and will automatically renew after the original one-year period and auto-renew annually thereafter up to five years unless either party provides to the other party written notice of cancellation at least sixty (60) days prior to the agreement anniversary. This production agreement, which is entered into this _____ day of _____ 2011 by and between Third Millennium Associates, Inc. (hereinafter referred to as "TMA") and the Village of Bensenville, (hereinafter referred to as "VILLAGE"). For consideration of payment, TMA will provide to VILLAGE programming, Information technology services, laser imaging and mailing services for the purpose of rendering Utility billing invoices and other items as detailed on the attached Schedule "A". The attached RFP response provides more detail, and will be part of the documents, tasks and procedures followed for the duration of this contract.

1. Pre-agreement Confidentiality

Confidentiality and non-disclosure are defined by mutual agreement between TMA and VILLAGE per the attached agreement document dated and signed on the _____ day of _____, 2010 by TMA and VILLAGE. Also refer to paragraph 10 of this agreement.

2. Pricing Structure

The prices on which products and services will be provided by TMA to VILLAGE are set forth on the attached Schedule B.

3. Postage Cost

Postage costs are not included in the attached listed prices and will be paid by VILLAGE directly to the USPS via C.A.P.S. TMA will estimate the monthly postage required for your Utility bills and / or other TMA imaged mailing on behalf of VILLAGE. VILLAGE will pay the estimated monthly postage directly to the USPS. The USPS will report directly to VILLAGE all amounts charged to the VILLAGE postal account.

4. Payment Terms

Products and services provided by TMA shall be cumulatively billed on a monthly basis. The TMA Invoice format shall detail each individual mailing and the dates of the provided service. All correctly rendered TMA monthly invoices shall be paid by VILLAGE in accordance with the Illinois Prompt Payment Act.

5. TMA Quality Commitment

TMA guarantees that it will maintain consistent standards of quality workmanship and warrants the accurate and timely processing, printing and mailing of the document as outlined in paragraph seven (7) and that its products and services will be free from defect in materials and workmanship. TMA does not warrant that the document contents are fit, legally or otherwise, for their intended purpose or use.

6. Limits of Liability

TMA agrees to use all reasonable efforts to provide timely computer services, but will not be held liable for errors of omission resulting from inaccuracies or defects in any VILLAGE billing data file, or for errors, omissions or delays resulting from improper input and output data controls and procedures used by VILLAGE or given to TMA by VILLAGE.

TMA shall not be held responsible for any loss or delay or any default caused by acts of God or any other circumstances outside TMA's control which includes but is not limited to fire, flood, or labor from usual sources of supply, government restrictions, or electrical, mechanical or computer software failure that is unavoidable or beyond reasonable control of TMA. TMA agrees to use all reasonable efforts to provide timely production services at an alternate site in the event that their production site is unusable due to the aforementioned acts of God or any circumstances outside TMA's control.

TMA'S maximum liability for any and all claims arising from the performance of its obligations shall not exceed the purchase price of the products and computer services provided.

7. Division of Responsibilities

7A. TMA Responsibilities

- 7A-1. To write the software required to convert the VILLAGE Utility billing file to the required laser image format.
- 7A-2. To write software that will allow VILLAGE'S Utility billing files to be processed through Postal software for the purpose of reducing VILLAGE'S postage to the minimum allowable postage piece rate.
- 7A-3. To procure all materials required to produce and to mail the Utility bills. This includes the Utility billing invoice, the No.10 window envelope and the No.9 courtesy reply envelope. TMA will not guarantee the performance of materials not produced by TMA.
- 7A-4. TMA will e-mail to VILLAGE record count and control totals for the Utility billing file no later than four (4) hours after receipt of the file.
- 7A-5. TMA will laser image and mail all VILLAGE Utility bills within forty-eight (48) post office operating hours after receipt of VILLAGE control total / record count sign off. Failing to do so will cause TMA a monetary penalty. The penalty is calculated by multiplying the late billing file's dollar value, times VILLAGE'S Bank daily earnings credit rate, times the number of day(s) late.
- 7A-6. TMA will provide our employees the training to ensure the confidentiality of VILLAGE information.
- 7A-7. TMA will maintain effective and timely communications with VILLAGE in all matters pertaining to the responsibilities listed herein.

7B. VILLAGE Responsibilities

7B-1. To provide TMA, at the project initiation, with consistently populated Utility billing files with all the applicable billing business rules and all of the Utility billing variations and exceptions for the purpose of laser imaging Utility bills. Any subsequent billing file changes, billing business rules changes or additional changes and or variations will be billed to client at the prevailing programming rates.

7B-2. To provide to TMA a three (3) hour response via the TMA Gateway, online portal verifying the record count and control totals as stated in 7A-4. This 3 hour window is in effect provided the file is received between 9 am and 5 pm Monday through Friday, and by 2pm on a Monday through Friday, to allow the 3 hour window to be kept.

7B-3. To maintain a CAPS postal account.

7B-4. To pay all correctly rendered TMA invoices within twenty (20) days of receipt.

8. Price Changes

The prices listed on Schedule B shall be subject to review each year on the anniversary date of this agreement. That review shall determine if there were any increases or decreases in the cost of paper, of the herein contained products

TMA must provide third-party documentation of cost increases to VILLAGE. That documentation shall consist of invoices showing TMA costs have increased from the vendors they are actively purchasing from.

9. Renegotiations and Cancellation

In the event either party is in breach of any of the terms contained herein, the non-breaching party shall give written notice of said breach to the breaching party. The breaching party shall have ten (10) days to cure the breach. In the event said breach is not cured within ten (10) days of notice, the non-breaching party may then give thirty (30) days written notice of cancellation of this Agreement.

10. Post-agreement Confidentiality

In the event of cancellation or expiration of this agreement, TMA shall return to VILLAGE all materials and information pertaining to the performance of this agreement. These materials shall include, but are not limited to, all electronic media, all printed material, all notes, memos or other sources of VILLAGE confidential information.

In no instance, prior to, during, or after the conclusion of this agreement, shall TMA offer for sale or in any other manner disclose to any third party the VILLAGE document file or any other such VILLAGE files, whether written or in electronic media format.

11. Materials Production

Prior to materials production runs, TMA will notify VILLAGE in writing of the items to be produced, production quantities planned and the estimated period of materials consumption. TMA will base its materials production quantities on projections using current semi-annualized Utility billing volume.

Any materials (i.e., non imaged forms, envelopes, etc.) that have been produced specifically and exclusively for VILLAGE'S use will be paid for by VILLAGE and at VILLAGE'S written request will be returned by TMA to VILLAGE upon cancellation or expiration of this agreement.

12. Other Provisions

This agreement, including the attached RFP response constitutes the entire agreement, between the parties pertaining to the subject matter hereof and supersedes all prior agreements. No amendment, supplement, modification, waiver or termination of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this agreement shall be deemed or shall constitute a waiver of any other provision of this agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

This agreement shall be construed and interpreted according to the laws of the State of Illinois.

If any provision, clause or part of this agreement, or the application thereof under certain circumstances is held illegal or unenforceable, the remainder of this agreement, or the application of such provision, clause or part under certain circumstances, shall not be affected thereby.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed the Agreement effective as of the date last written below.

AUTHORIZATION

THIRD MILLENNIUM ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

VILLAGE OF BENSENVILLE

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A

Materials to be provided by TMA:

- M1. 8 1/2 X 11” Utility bill printed two colors on the face and one color on the back. Paper is 20lb. MOCR bond, with a cross perforation to create the remittance portion of the document.
- M2. No.10 window envelope printed one color on the face. Paper is 24 lb. white-wove.
- M3. No.9 courtesy reply envelope printed one (1) color on the face. Paper is 24 lb. white-wove.
- M4. With mutual agreement, VILLAGE may authorize TMA to provide certain materials for new projects or variations of the billing project. These material descriptions may be attached to, and become a part of Schedule “A”.

Services to be provided by TMA:

- S1. To write VILLAGE Utility billing file conversion software that will allow the laser imaging of VILLAGE Utility bills per the charges stated in Schedule “B”.
- S2. To write the required software that will allow VILLAGE’S billing file to be processed by TMA postal software.
- S3. To process the VILLAGE data file using TMA postal sort application software to reduce the VILLAGE’S postage rate to the minimum automation rate amount allowed by the USPS.
- S4. To laser image VILLAGE Utility bills in quantities and frequencies as stated in schedule “B” of this agreement.
- S5. To insert, seal, tray, sleeve, band, label, palletize and prepare USPS form 3602 and deliver to the US Post office all pieces laser imaged with respect to item S4.
- S6. To insert additional pieces into the outgoing No.10 billing envelope as directed by VILLAGE per the conditions and charges as stated in Schedule “B” of this agreement.
- S7. With mutual written agreement, VILLAGE may authorize TMA to provide additional services and / or products for new projects or variations of this billing project. These service descriptions may be attached to, and become a part of Schedule “A”.
- S8. To provide variable messaging on the utility bill, independent of the file submitted.
- S9. To provide a PDF, searchable file of the entire file submitted on the TMA Gateway, downloadable for record keeping by VILLAGE.
- S10. To provide the ability to reprint the utility bill from the TMA Gateway.

SCHEDULE B - Pricing

The prices contained herein are based on an average annual usage of 69,600 Utility bills. Any variance in the above quantities in excess of ten (10) percent per agreement year will be cause for a price review. There will be no more than one production run per month for the above stated item. Each Utility billing unit shall consist of the components described in Schedule A.

- 1B. VILLAGE Utility bills will be laser imaged and mailed at a cost of 19.9 cents per Utility bill (excluding postage). Prices are based on a monthly billing cycle. Each month TMA will bill 4,900 utility accounts in one production run. There is a one-time billing system set up charge of \$2,500 in accordance with section 7B-1. This Utility bill set-up fee pays for a complete pre-production test of all systems and components. Included are all Schedule "A" items and printed matter proofs. Also included are the consulting services to coordinate the MUNIS software, Bank and TMA software. Extensive software tests to insure data input and output integrity. TMA, MUNIS and VILLAGE shall develop an edit process to verify all record counts and various control totals. The above procedures will allow each party to comply with their responsibilities as stated in Paragraph seven (7). There will be a \$25.00 fee per production run if you chose to laser image late notices and / or shut-off notices as an additional and separate run each month

The TMA PDF electronic searchable Utility bill archival / Adobe Acrobat retrieval system will be included monthly at no cost to VILLAGE and updated monthly.

- 2B. A separate insertion charge will be applied for any additional item inserted into the out-going billing envelope. Insertion items must physically qualify for use on our insertion equipment. The insertion charge is 0 cents per item. This charge does not include the cost of supplying the additional item(s) to be inserted.
- 3B. With mutual written agreement, VILLAGE may authorize TMA to provide certain products and services for new or revised projects. The TMA pricing structure for these projects may be attached to, and become a part of, Schedule "B".

Addendum:

Utility Bill Print and Mail Services - Section 3 –Detailed Work Plan

Third Millennium meets all requirements listed in the Scope of Work, Specifications & Requirements. We have responded to this section with a “check-mark” in front of each item to indicate we have read, understand and are able to meet the requirement. In areas that ask for further definition, we have provided that in **green text**.

Requirements: Daily Processing

- ✓ The vendor must have the ability to accept daily bill files using an online upload or a standard FTP transmission. The Village must be able to log into the Vendor’s server and transmit the files daily.
- ✓ The vendor must be able to accept the Village’s bill files in their current format, using the current transmission method. The Village is unable to change the bill file format without manual intervention and/or a modification to the CIS system. Specific requirements are below:
 - ✓ The billing text files will be provided electronically in ASCII or CSV file format. If another text format is required, please note in your proposal.
 - ✓ The Village must be able to automatically connect to the vendor’s FTP server each day.
- ✓ The Village must have the ability to view sample bills online before they are printed and mailed.
- ✓ Bills must be mailed within one business day of receipt.
 - ✓ **The 48 hour postal window for mailing is simply for safety, should issues evolve that result in needing an extended window to print and deliver the utility bills to the post office. Please note that 48 postal hours indicates 2 business days, NOT the operating hours of the post office 8am-3:30 extended to equal 48 hours. 99% of our bills are in the mail within 1 business day. PLEASE ADVISE IF THERE ARE REMAINING CONCERNS ON THIS ISSUE> We have reviewed the enclosed billing schedule and will be able to meet the dates requested without issue.**
- ✓ The vendor must have the capability to suppress the printing of bills and/or envelopes for certain customers, based on Village requirements. Suppression could be on a one-time or ongoing basis.
- ✓ The vendor must be able to produce the Village’s bill in the current format or propose a new bill format – both front and back side. Back side of bill statement to include, but not be limited to, explanations of rates, where to call for specific information, penalty rate, payment instructions, and explanation of how to read bill with small PDF sample.
- ✓ The bill stub is designed to meet the requirements of the Village’s lock box provider, so the vendor must produce the same content and format.
 - ✓ The scan line on the stub includes account information and a check digit that is calculated via a specific algorithm.
- ✓ The vendor must have the capability to print:
 - ✓ Intelligent bill messages based on customer type with variable content ability. Specific messages printable on demand and specific to account holder
 - ✓ Logos
 - ✓ Usage history graphs (dynamic y-axis)
 - ✓ Multiple page bills as needed
 - ✓ Vendor must be able to tie to the vehicle software and sticker revenue program and print variable and dynamic content in order to address un-purchased vehicle sticker.
- ✓ Bills must be mailed via presorted first class mail. More details about mailing requirements are provided in section B below.
- ✓ Production reports
 - ✓ The Village should be able to track all files that have been sent to the vendor.

- ✓ Status reports must be provided daily after processing is complete.
- ✓ More details about reporting requirements are provided in section C below.
- ✓ The vendor must provide bill archive services. More details about archive requirements are provided in section B below.
- ✓ Bill Inserts and Messages
- ✓ The vendor must provide an interface that will allow the Village to update requirements for bill messages and bill inserts on a monthly basis. The ability to print messages on demand, without programming changes. Village must be able to enter and manage message center independently.
- ✓ The interface must allow the Village to include/exclude inserts and messages based on Village requirements. Ability to display, or include inserts based on account number, type of account, route or cycle.
- ✓ The vendor must be willing to provide parallel data processing before official start of service at no cost. The vendor will provide data processing and display bills in PDF format.
- ✓ Please provide details about the following:
- ✓ Quality control procedures
- ✓ Ability to pull a bill from production processing, and the process for doing so.
 - ✓ **In order to ensure the highest possible quality service, TMA has combined pervasive automation with numerous client check-points.**
- ✓ Procedures for ensuring that the bill file transmissions are completed successfully, and procedures for correcting issues:
 - ✓ **Upon successful file transmission, an email is automatically sent to the submitter of the file verifying receipt of the data. After the file has finished processing, another email will be sent to the submitter notifying them that the file is ready for approval.**
 - ✓ **The submitter will then open the Process ID for their billing run in our Third Millennium Associates Gateway (TMAG) and review the control totals, the postage totals, and the assembly components. Each of these will require that the submitter click a box verifying that they are accepted. There are also PDF's of the entire billing run available for review on this page.**
 - ✓ **At this point, if there are issues found there are several options available. If the issue is found within the message center, the submitter can manually edit the message center from this page. The file will then be reprocessed to reflect the change.**
 - ✓ **If there are other issues found, the file can be declined at the bottom of the page. Then the submitter can either resubmit their file with corrections made on their end, or they may contact TMA to address the issue. Procedures for handling bills that cannot be processed due to invalid data or data errors in the bill files**
 - ✓ **If there is an error in the data that has caused the file process to fail, TMAG will send an email to the submitter with a notification that there was an error in processing. Our programmers will diagnose the issue, and contact the submitter to discuss what actions need to be taken to correct the error(s).**

Requirements: Archive and Mail

- ✓ Bill Image Archives
 - ✓ All “valid” (bills not in error) bill images must be archived as PDF files on the same day the bill files are received by the vendor. This includes bills that are not printed based on requirements from the Village.
 - ✓ Archive files must be easily accessible to Village staff via an online interface.
 - ✓ Bill images must be stored for 12 months.
 - ✓ Please provide specific details about the archive system:
- ✓ Screen shots of the interface
- ✓ ii. Search capability
- ✓ iii. Print capability
- ✓ iv. Process for viewing archived bill images
- ✓ v. Process for emailing archived bill images to specific customers
- ✓ vi. Vendor’s quality control process to ensure that all valid bill images are archived
 - ✓ **All procedures listed above will be provided upon award of contract, and once our Gateway has been provided to the Village. All training on the Gateway will provide the above procedures.**
- ✓ Mailing
- ✓ Bills must be mailed via presorted first class mail to maximize postal discounts.
- ✓ The Village should be able to verify proof of delivery to the USPS on an as-needed basis.
- ✓ Customer addresses must be validated and updated as necessary by the vendor using CASS (USPS-certified) software. The records must be able to be managed in comparing like records, and correcting addresses to the postally correct version.
- ✓ The vendor must provide NCOA-Link service. The reporting that is produces via the NCOA service must be provided and available to the Village to utilize for address tracking after each and every file submitted.
- ✓ Multiple bills to the same customer and mailing address shall be matched and inserted in one appropriate size envelope and metered first-class separately, and delivered to the USPS at the same time as all other bills are delivered. These bills require only a single return envelope and single inserts.
- ✓ Please provide details about how the vendor will ensure that the Village receives the lowest postal rates possible, including information about minimum quantities for mailing.
 - Through use of the CASS/NCOA process, the file is then provided directly to the post office in route ready order, thereby obtaining the lowest pre-sorted first class rate available for all qualified 1 ounce and under pieces.

Requirements: Reporting

- ✓ File Confirmation Report – Confirm receipt of file transmission.
- ✓ Daily Production Confirmation Reports via email – immediately after processing is complete:
 - ✓ Volume of bills
- ✓ received for processing
- ✓ ii. printed/archived
- ✓ iii. not printed but archived - grouped by type or reason for not printing
- ✓ iv. not printed/archived due to data errors
 - ✓ Move Update changes: Addresses changed
- ✓ Customer Name

- ✓ ii. Utility Account number
- ✓ iii. Previous address
- ✓ iv. Current address

✓ 3. Monthly Statistics

- ✓ Timeline for each cycle/job, from receipt to delivery to USPS.
- ✓ For each file, with volumes summarized monthly:
 - ✓ File name
 - ✓ Date received
 - ✓ Volume of:
 - ✓ Transactions
 - ✓ Printed bills
 - ✓ First pages
 - ✓ Multiple Page
 - ✓ Job status
 - ✓ Total postage

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE VILLAGE OF BENSENVILLE TO
ENTER INTO CERTAIN UTILITY BILLING PRODUCTION AGREEMENT
WITH THIRD MILLENNIUM ASSOCIATES, 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 necessary in the exercise of its statutory powers; and

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

WHEREAS, one of the outside services that the VILLAGE finds it necessary and convenient to contract for is utility billing services; and

WHEREAS, the VILLAGE’S present utility billing service agreement will shortly require renewal; and

WHEREAS, staff has reviewed and recommends for utility billing services the Utility Billing Production Agreement (“Agreement”) with Third Millennium Associates, Inc. (“Third Millenium”), which is attached hereto as Exhibit “A”, and which provides for a one-year term that is automatically renewed for successive one-year terms for five (5) years, unless cancelled by the Village or third Millennium at least 60 days before the anniversary date; and

WHEREAS, for this purpose, the President and Board of Village Trustees have determined that it is reasonable, necessary, and desirable for the VILLAGE to enter into

the Agreement,

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

SECTION ONE: The Village President is hereby authorized and directed, on behalf of the Village of Bensenville, to execute and take all other necessary actions, either in his own person or by his designee, to effect the VILLAGE'S entry into the Agreement in Exhibit "A," and the Acting Village Clerk is hereby authorized to attest to the same as may be required.

SECTION TWO: This Resolution shall take effect immediately upon its passage and approval as provided by law, and all resolutions in conflict herewith are repealed to the extent of their conflict.

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

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 11.17.11

DESCRIPTION:

An Ordinance amending the various sections of the Municipal Code allowing for the restructuring of duties within the Village.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L: 11.08.11 – Approved to place the item **DATE:** 09.27.11
on a future Village Board meeting agenda for action (vote 5-0) **10.18.11**
11.08.11

BACKGROUND:

The Village Manager, staff and Counsel have reviewed the provisions of the Municipal Code as they pertain specifically to the processing of Business Licenses. In an effort to streamline and better provide quality services to our customers and tracking of Business Licenses staff has recommended amendments to the existing procedure embodied in the Municipal Code. In addition to the business license process improvement, the attached text amendment removes the position of Village Collector from the Code since it is duplicative with the Director of Finance position.

KEY ISSUES:

At the AFL Committee meeting 10.18.11 the matter was remanded to staff to provide information on the process timing from start to finish. For the 11.08.11 meeting two flow charts were prepared illustrating the current and proposed process. The existing process averages about 11 business days, the proposed reduces the timeframe to six. The time savings are a result of the reduced number of “touches,” transfers from department to department and the MUNIS automated inspection scheduling. We believe that the single point of contact will be a benefit to our customers, as well as, providing ease of tracking for staff. The CED team has the manpower to efficiently enter the initial data into the system and to promptly respond to customer inquiries. In addition, MUNIS will track and measure the process turn-around times and we will accurately report the results of the process improvement to the Board.

ALTERNATIVES:

1. Discretion of the Committee.

RECOMMENDATION:

Village staff and Counsel recommend approval of this Ordinance.

On 11.08.11 the AF&L Committee voted to forward the Ordinance to the Village Board (5-0).

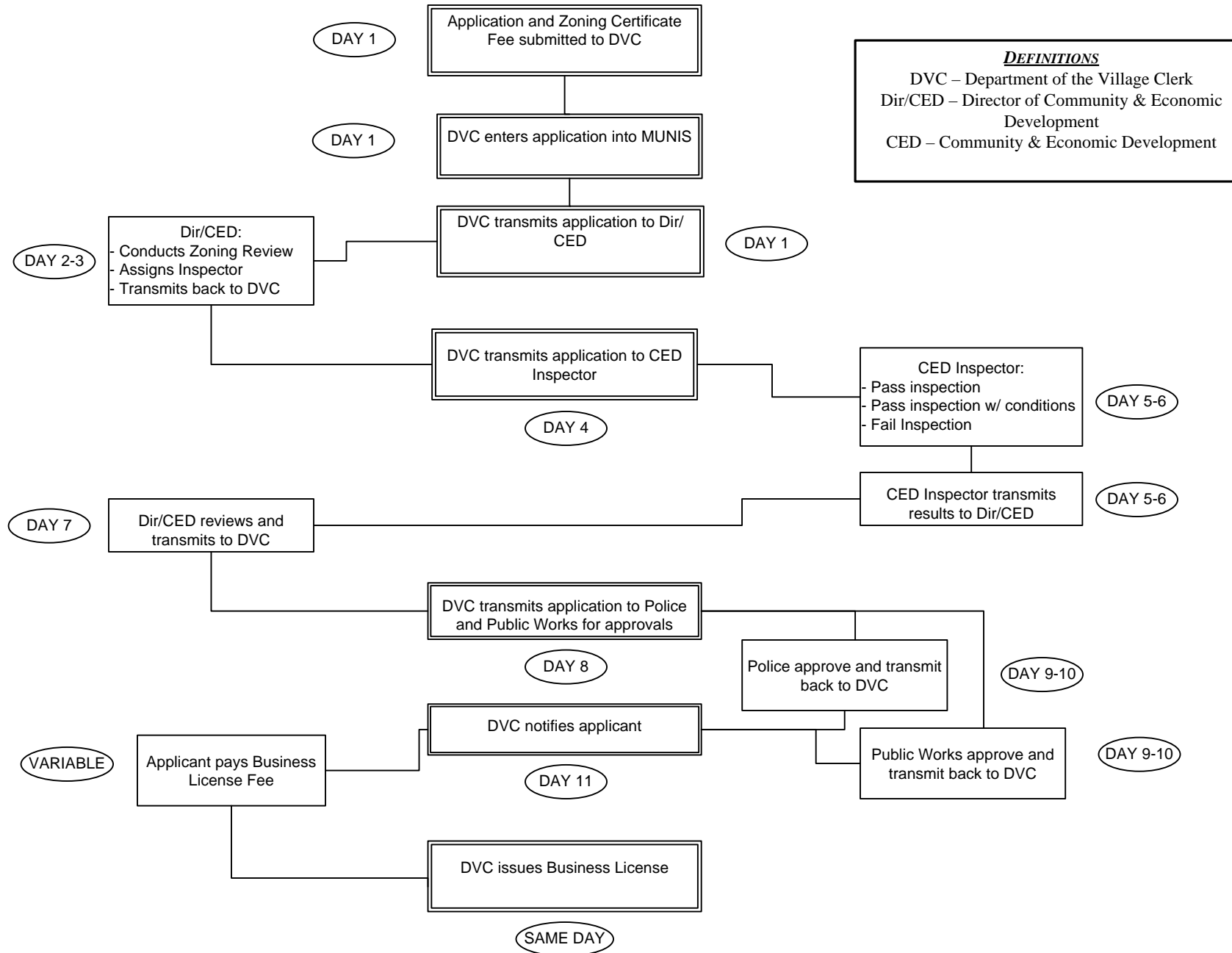
BUDGET IMPACT:

There is no immediate budget impact.

ACTION REQUIRED:

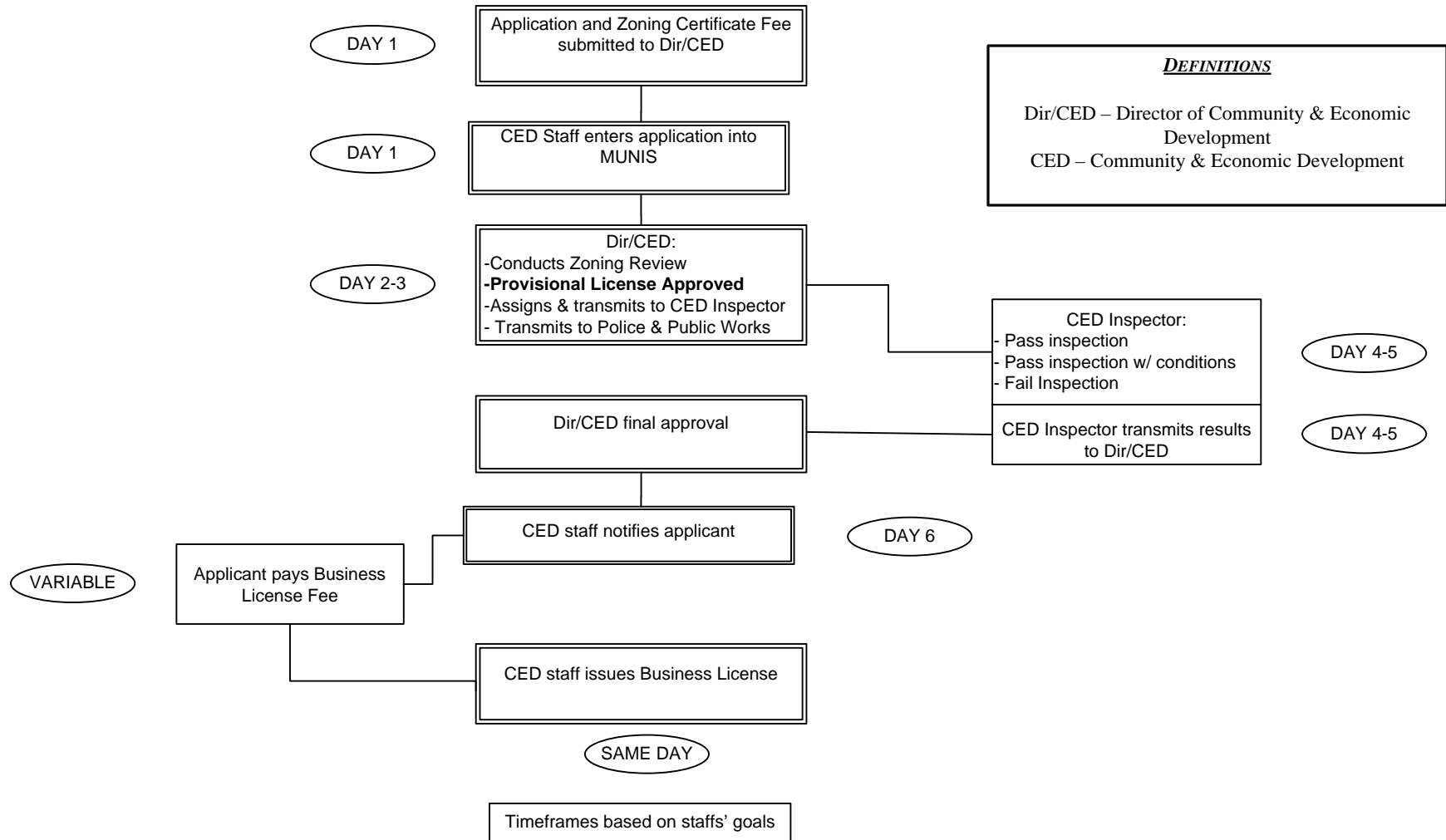
Approval of “An Ordinance Amending Specific Provisions Of The Bensenville Village Code Allowing For The Restructuring Of Duties Within The Village.”

Existing Business License Procedure



Timeframes based on average of previous approvals from DVC

Proposed Business License Procedure



ORDINANCE NO. _____

**AN ORDINANCE AMENDING SPECIFIC PROVISIONS
OF THE BENSENVILLE VILLAGE CODE ALLOWING FOR THE
RESTRUCTURING OF DUTIES WITHIN THE VILLAGE**

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

WHEREAS, pursuant to powers granted under the Illinois Municipal Code, the Village has adopted various ordinances setting forth specific powers and duties of officers, employees and departments which are set forth in the *BENSENVILLE VILLAGE CODE* (hereinafter “Code”); and

WHEREAS, Village staff has reviewed the functions of the officers, employees and departments within the Village as set forth in the Code, to determine whether those functions and duties reflect the best management practices of the Village with a goal of providing the most efficient service to the residents and business community; and

WHEREAS, as a result of this review, the Village staff recommends that the office of Village Collector be eliminated and certain duties and functions of the office of Village Clerk and other officers as set forth in the Village Code be amended to delegate specific powers, duties and functions to departments which for best management practice are better able to serve the residents and business community; and

WHEREAS, the President and Board of Trustees are continually searching for ways to make the Village more efficient and responsive to the needs of its residents and business community, and has determined from its review of the staff proposal as set forth herein that the restructuring as recommended would be a benefit to the Village.

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

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

SECTION TWO: That the following Titles, Chapters and Sections of the Bensenville Village Code are hereby amended as follows:

**Title 1
ADMINISTRATIVE**

...

**Chapter 8
VILLAGE CLERK**

1-8-6: DEPUTY CLERK:

Deputy clerks shall be appointed by the village clerk to assist him/her in the performance of the duties of that office, at such compensation as shall be provided for in the annual budget. Notwithstanding the foregoing, in the event that the village clerk is incapacitated or said office is vacant, the village manager shall appoint a deputy clerk. In the absence of the Village Clerk, the deputy shall report to the village manager. (Ord. 67-2008, 5-20-2008)

...

~~**Chapter 9
VILLAGE COLLECTOR**~~

~~**1-9-1: OFFICE CREATED; APPOINTMENT:**~~

~~**1-9-2: DUTIES:**~~

~~**1-9-3: COMPENSATION; BENEFITS:**~~

~~**1-9-1: OFFICE CREATED; APPOINTMENT:**~~

~~There is hereby created the office of village collector, who shall be the~~

~~village clerk, deputy village clerk or such other person as may be appointed by the village president with the advice and consent of the board of trustees. (Ord. 76 2008, 9 9 2008)~~

1-9-2: DUTIES:

~~The village collector shall perform the duties and obligations required by law, including collection of accounts and maintenance of records and warrants, and such other duties as may be required by village ordinance. (Ord. 76 2008, 9 9 2008)~~

1-9-3: COMPENSATION; BENEFITS:

~~The collector shall be entitled to full benefits and compensation as provided for in the annual budget. In the event that the village clerk or deputy village clerk is appointed as collector, such person shall be entitled to the compensation for both such positions. (Ord. 76 2008, 9 9 2008)~~

...

**Title 3
BUSINESS REGULATIONS**

**Chapter 1
BUSINESS LICENSES; FEE SCHEDULE**

...

3-1-4: APPLICATION FOR LICENSE; TERM; CONDITIONS:

- A. License Required: Each commercial establishment in the village shall, before first commencing business in the village, file with the ~~village clerk~~ Community and Economic Development Department an application for a license. All commercial establishments in the village shall, before December 1 of each year, file applications for annual licenses for the following year.

Upon the filing of an application and the payment of the required fee as hereafter provided, the village clerk, ~~or personnel designated by the village clerk~~ shall cause to be issued a license to permit the operation of the commercial establishment for one license year commencing January 1 and terminating on December 31, subject to the following:

No license shall be issued on an application until an investigation of the commercial establishment has been made by the ~~C~~community ~~and Economic D~~development ~~D~~department; public works department; ~~fire department~~ and police department, and each department has certified to the ~~village clerk~~ Community and Economic Development Department that the commercial establishment and its owner are then in compliance with the ordinances of the village and the laws of the state.

- B. Change Of Business Name: When the name of a business changes, a new application must be completed and filed with the ~~village clerk~~ Community and Economic Development Department's office to update the records. Notice shall be given within forty eight (48) hours of such change.
- C. Transfer: Business licenses are not transferrable from one owner to another, one business to another, or from one location to another. A new application must be submitted to the ~~village clerk's office~~ Community and Economic Development Department.
- D. Provisional Licenses: If the ~~C~~community ~~and Economic D~~development ~~D~~department determines that the applicant's proposed use is an office, commercial, or industrial use, and that the proposed use is an allowed use in the district in which said use will occur, the ~~village clerk~~ Community and Economic Development Department shall issue a provisional license without regard to whether the use or structure involved is otherwise in full compliance with all other provisions of the zoning ordinance. A provisional license shall otherwise be subject to the requirements and limitations of this section.

The issuance of a provisional business license shall not constitute an admission and/or certification of compliance with the zoning ordinance.

No commercial establishment shall receive a provisional business license for more than two (2) consecutive years. (Ord. 4-2003, 2-4-2003)

3-1-5: ENFORCEMENT:

The ~~chief of police~~ Director of the Community and Economic Development Department shall be the enforcement ~~officer~~ authority of the provisions of this licensing chapter. ~~Within thirty (30) days after license applications are to be filed under the provisions of this chapter, t~~The ~~village clerk~~ Community and Economic Development Department shall

maintain a :- a) a list of all license applications received by the clerk; Community and Economic Development Department; b) a list of all licenses issued pursuant to said license applications; and c) a list of commercial establishments and businesses that, to the best of the clerk's it's knowledge and belief, are required to obtain a license under this chapter, but have submitted no application therefor. In addition to said lists, the books pertaining to licenses and records shall at all times be available for inspection by the chief of police or such personnel designated by the chief of police to aid in the enforcement of the provisions of this chapter.

The chief of police, or personnel designated by the chief of police, Director of the Community and Economic Development Department, or personnel designated by the Director of Community and Economic Development Department, shall take all necessary and appropriate action to compel compliance with the provisions of this chapter. The chief of police and any personnel designated by the chief of police shall be conservators of the peace with police powers for the purpose of enforcing the provisions of this chapter, and other village ordinances relating to the licensing of businesses and commercial enterprises. (Ord. 11-79, 4-5-1979)

...

3-1-9: VENDING MACHINES AND AUTOMATIC AMUSEMENT DEVICES:

- A. License Fees, Relocation: License fees for vending machines and automatic amusement devices shall be based on the individual vending machine and automatic amusement device and not on its location. Any licensed vending machine may be relocated within the village without the issuance of a new license; provided, that notice in writing is given to the ~~village clerk~~ Community and Economic Development Department of the relocation of the vending machine. (Ord. 49-96, 11-5-1996)
- B. Additional Fees: In addition to any other annual license fees paid, an annual license fee shall be paid for the following devices as set forth below:

<u>All automatic vending machines (other than those available for charitable purposes, which do not require a license)</u>	\$ 75.00 each
Coin operated jukebox	75.00 each

Automatic tobacco vending machines	100.00 each
Automatic amusement devices including pinball machines, and electronic games using video screens and electrical impulses, dart games or pool or billiard tables	150.00 each

(Ord. 29-2005, 4-30-2005)

- C. Late Fee Schedule: The due date and late fee schedule set forth in subsection [3-1-7H](#) of this chapter shall apply to all vending and jukebox license fees.

The license fee for each automatic amusement device shall be payable by December 15 of each year and subject to the following late fee schedule:

	<u>Fee</u>	<u>Additional Late Fee</u>
December 16 to December 31	\$100.00	\$25.00
Beyond January 1	100.00	50.00

(Ord. 49-96, 11-5-1996)

- D. Exceptions: In no event shall a license be issued for any automatic amusement device which device can be manipulated in such a manner that said device constitutes a gambling device, as defined in 720 Illinois Compiled Statutes 5/28 et seq. Such devices can include, but are not limited to, video poker machines and slot machines. The operation of any such automatic amusement devices anywhere within the village is prohibited. (Ord. 41-98, 7-7-1998)

3-1-10: RECORDS TO BE KEPT:

The ~~village clerk~~ Community and Economic Development Department, or such other officer as may be designated by the ~~village clerk~~ Village Manager, shall cause to be maintained a record of all commercial establishments and commercial licenses as from time to time may be deemed necessary for the purpose of classifying, inspecting, serving and licensing all commercial establishments in the village. (1976 Code § 31.07)

3-1-11: PROHIBITED CONDITIONS FOR LICENSING:

No license for the operation of a commercial establishment in the village shall be issued if one or more of the following conditions are determined by the ~~village clerk~~ Community and Economic Development Department or such other officer as may be designated by the ~~village clerk~~ Village Manager to exist:

- A. The building or premises of the commercial establishment does not comply with the provisions and terms of the building code, zoning ordinance, fire regulations, health regulations², or with all ordinances and regulations of the village.
- B. The building or premises of the commercial establishment is in a condition of being unsanitary or unsafe so as to endanger the public safety, health or welfare.
- C. The owner of the commercial establishment or such legal entity comprising the commercial establishment is indebted to the village. (1976 Code § 31.07)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See Titles 7, 6 and 4, respectively, of this Code.

[Footnote 2](#): See titles 9, 10, 7 and 6, respectively, of this code.

[Footnote 3](#): See [title 10](#) of this code.

...

3-1-14: FRONTAGE CONSENTS:

Whenever the consent of adjoining or neighboring owners is required as a prerequisite to the conduct of any business or occupation, or the location of any establishment, such consents must be obtained by securing the necessary signatures to a written consent petition. Such petition shall be filed with the ~~village clerk~~ Community and Economic Development Department when signed.

Consents once given and filed shall not be withdrawn and such petitions need not be renewed for the continuous conduct of the same business, whether by the same proprietor or not.

It shall be unlawful to forge any name to such a petition or to falsely represent that the names thereon have been properly placed thereon if such is not the fact. Each consent, when filed, shall be accompanied by the affidavit of the person securing the signatures that each signature appearing thereon was properly secured and written, and that the petition contains the necessary number of signatures required by ordinance.

The frontage consent requirements contained in this chapter shall not be construed as amending or changing any zoning ordinance³ or provision of the village; and no such provision shall be construed as permitting the erection of a structure or building, or the conduct of a business, or the commission of any act in any location where such structure, building, business or act is prohibited by any zoning ordinance of the village. (1976 Code § 31.06)

Footnotes - **Click any footnote link to go back to its reference.**

[Footnote 1:](#) See Titles 7, 6 and 4, respectively, of this Code.

[Footnote 2:](#) See Titles 9, 10, 7 and 6, respectively, of this code.

[Footnote 3:](#) See [Title](#) 10 of this code.

...

Chapter 10 SCAVENGERS

...

3-10-2: APPLICATION FOR LICENSE; TERM:

Applications for such license shall be made to the ~~Village Clerk~~ Village Manager, and shall be referred to the Village President and Board of Trustees. No such license shall be issued except on order of the President and Board of Trustees.

No more than one such license shall be in force for the business of scavenger or garbage and yard waste for the RS-1, RS-2, RS-3 RS-4, RS-5, RA-1, RM-1, RM-2 and RM-3 Use Districts³ and living quarters in any

other zoning district. There shall be no limit on the number of licenses in other use districts.

Each license granted hereunder shall be for the term from January 1 until the following December 31. Any applicant for a license must pay the annual fee regardless of the time when the license is issued, and no refunds will be made and no fees will be prorated. (1976 Code § 14.07)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): For provisions concerning garbage and refuse, see [Title 6, Chapter 3](#) of this Code.

[Footnote 2](#): See also subsection [3-1-7A](#) of this Title.

[Footnote 3](#): See Title 10, Chapters 5 and 6 of this Code.

...

Chapter 18

GROUP HOMES

3-18-1: LICENSE REQUIRED:

It shall be unlawful for any person to operate, conduct or maintain a group home as defined in Section [3-18-2](#) of this Chapter, without possessing a current valid business license, which has not been revoked, suspended or surrendered. No such license shall be issued by the ~~Village Clerk~~ Community and Economic Development Department unless there is evidence of compliance with any other authority that regulates group homes, as well as, Section [3-18-6](#) of this Chapter and such other conditions as the Village may require. (Ord. 31-91, 11-19-1991)

...

3-18-3: LICENSING OF GROUP HOMES:

- A. Application Fee: The application for a group home business license shall be made to the ~~Village Clerk~~ Community and Economic Development Department in the manner prescribed in Section [3-18-1](#) of this Chapter. Each initial application and renewal application shall contain the set fee structure as defined in Section [3-1-7](#) of this Title.
- B. License Requirement And Number Of Residents:
 - 1. License Requirement: Group home licenses shall follow regular business license codes as set forth by Sections [3-1-1](#) through [3-1-18](#) of this Title.

2. Number of Residents: The license when issued shall designate the maximum number of residents to be accommodated in the group home to which it applies, said number to be based on the applicable zoning, building and housing codes, and the fire prevention and life safety codes, and this number at no time shall be exceeded. Nothing in this subsection requires that a dwelling be made available to an individual whose tendency would constitute a direct threat to the health or safety of other individuals or whose tendency would result in substantial physical damage to the property of others.

3. Expiration: Each license, whether an original or renewal license, shall expire at the end of the calendar year on December 31, unless sooner revoked or surrendered.

4. Form Of Transferability: The licenses shall be issued on forms prescribed by the Village. ~~Clerk~~. Licenses shall not be transferable either as to place or person. (Ord. 31-91, 11-19-1991)

...

3-18-5: REVOCATION OR NONRENEWAL OF LICENSE; APPEAL:

The Village may revoke or refuse to renew a license only in accordance with the terms set forth below. Revocation of a license shall be in addition to any other penalty that may be provided by law.

- A. The Village Manager, after notice of the applicant or licensee, may revoke or refuse to renew a license in any case in which the Director of Community and Economic Development finds any of the following:
1. That the licensee is operating or maintaining the group home in violation of the requirements of this Chapter, the regulations promulgated pursuant to this Chapter or other ordinances or regulations of the Village;
 2. That the licensee engaged in fraud misrepresentation in obtaining the license;
 3. That the licensee or his agent has maltreated or abused any resident of such group home;

4. That the licensee or his agent is using practices inimical to the physical, mental or moral well-being of any resident of the group home; or
 5. That the licensee or his agent is operating or maintaining the group home in a manner constituting a breach of the public peace or a menace to the public health, safety, morals or welfare.
- B. Notice under this Section shall include a clear and concise statement of the grounds on which the revocation or nonrenewal is based, any rule or regulation that has been violated, and notice of the opportunity for a hearing under subsection C of this Section.
- C. If the licensee desires to contest the revocation or nonrenewal of the license, after the receipt of notice under subsection A of this Section, the licensee shall notify the Village ~~Clerk~~ Manager in writing of its request for a hearing before the Board of Trustees. The Village ~~Clerk's~~ Manager's office shall schedule a hearing and send a notice to the licensee of the date, time and place of such hearing.
- D. The effective date of the revocation of a license shall be the latter of: 1) ten (10) days after receipt of the notice under subsection A of this Section, where the licensee does not request a hearing before the Board of Trustees, or 2) where a hearing has been requested, the date of any final action by the Board of Trustees to revoke the license after a hearing. (Ord. 31-91, 11-19-1991)

...

Title 4 POLICE REGULATIONS

...

Chapter 4 MINORS¹

4-4-3: FIREARMS:

A. Definitions:

...

D. License To Deal In Firearms Procedure: Any dealer desiring to sell or rent firearms or ammunition shall make annual application to the ~~Village Clerk~~ Director of Community and Economic Development Department providing the following information:

1. The full name and address of the applicant; or if a corporation, the name thereof and its principal officers and their addresses;
2. The location(s) at which business shall be conducted;
3. The dealer shall be in compliance with all State and Federal regulations.

...

Title 9 BUILDING REGULATIONS

...

Chapter 2 BUILDING CODE

...

9-2-9: LOCATION OF TRAILERS:

It shall be unlawful for any person to maintain any housecar trailer for human habitation or mobile home within the village except in a licensed trailer park. Housecar trailers or mobile homes not for habitation may be granted temporary permits to park on private property for a period not to exceed ninety (90) days. The ~~village clerk~~ Director of the Community and Economic Development Department has the authority to grant such permits up to fourteen (14) days; all applications for longer periods must be approved by the village board. (Ord. 84-2010, 11-9-2010)

...

Chapter 11 NUMBERING BUILDINGS

...

9-11-9: OBLIGATION TO NUMBER:

It is hereby made the duty of the owner, agent or person in possession of

any building in the village to number it in the manner herein provided. If the owner or occupant of any building required to be numbered shall neglect to attach and maintain the proper number on such building, the ~~village clerk~~ Director of Community and Economic Development Department shall serve upon him a notice requiring such owner or occupant to properly number the same, and if he neglects to do so for the period of ten (10) days after the service of such notice, he shall be deemed to have violated this chapter. Upon conviction thereof, he shall be fined not less than five dollars (\$5.00) nor more than ten dollars (\$10.00), together with the cost of prosecution, and a separate offense, shall be deemed committed for each day that a violation continues to exist. (Ord. 84-2010, 11-9-2010)

...

Title 11 SUBDIVISION REGULATIONS

Chapter 1 GENERAL PROVISIONS

...

11-1-2: DEFINITIONS:

The language set forth in the text of this Title shall be interpreted in accordance with the following rules of construction:

The singular number includes the plural and the plural the singular;

The present tense includes the past and future tenses and the future the present;

The word "shall" is mandatory, while the word "may" is permissive;

The masculine gender includes the feminine and neuter;

Whenever a word or term defined hereinafter appears in the text of this Title, its meaning shall be construed as set forth in the definition thereof; and any word appearing in parenthesis directly after a word herein defined shall be construed in the same sense as that word.

The following words and terms, wherever they occur in this Title, shall be construed as herein defined.

...

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR: The appointed official of the Village Manager serving as the Director of Community and Economic Development.

...

DIRECTOR OF PUBLIC WORKS: The appointed official of the Village ~~Board~~ Manager serving as the Director of Public Works.

...

FINANCIAL GUARANTEE: Either a completion or performance surety bond, irrevocable letter of credit or cash deposit to be provided by the subdivider or owner, approved as to form by the Village Attorney in amounts by the Village ~~Engineer~~.

...

Chapter 3 SUBDIVISION PROCEDURES

...

11-3-4: PLANS AND SPECIFICATIONS FOR LAND IMPROVEMENTS:

- A. After the approval of the preliminary plat by the Community Development Commission and prior to filing an application for approval for a final plat, the subdivider shall submit to the Community and Economic Development Department (in the number or copies so required) ~~the Director of Public Works, Director of Community Development, Village Engineer, Village Clerk, Fire Chief and Police Chief,~~ preliminary plans and specifications, prepared by a professional engineer, for required land improvements and, if required by the Community Development Commission, detailed grading plans of lots and blocks. ~~The Director of Public Works, Director of Community Development, Village Engineer, Village Clerk, Fire Chief and Police Chief shall approve such preliminary plans and specifications or set forth the revisions necessary for approval.~~
- B. Based upon the conditions of approval of the preliminary plans and specifications, the subdivider shall have final plans and specifications covering such required land improvements prepared

by a professional engineer. Such construction plans and specifications shall be approved by the Village Engineer and such approval certified on the final plat. (Ord. 11-86, 4-17-1986)

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT _____

TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** November 22, 2011

DESCRIPTION: Approve the 2012 Village Board and Standing Committee Meeting Schedules.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L – Passed Unanimously (7-0) **DATE:** 11/15/11

BACKGROUND:

Each year the Village Board approves their meeting schedule for the upcoming year. The AF&L Committee unanimously recommended approval of the 2012 schedule on November 15, 2011.

KEY ISSUES:

At the November 16, 2011 Village Board Strategic Planning Session, the Board directed staff to amend the meeting schedule to reflect a new procedure. On the second and fourth Tuesday of the month, Standing Committees will now take place after Village Board meetings, rather than before them. The purpose of this amendment is to ensure Village Board meetings begin on time for the convenience of the public attending the meetings. In addition, this measure provides more time (at least one week) for Board questions and consideration of agenda items between when they are heard at Standing Committee meetings and Village Board meetings.

The new procedure is as follows:

Village Board meetings are scheduled on the second and fourth Tuesdays of the month at 6:30PM. Standing Committee meetings are held at 7PM, or after the Village Board meeting, on the second and fourth Tuesdays of each month and 6PM on the third Tuesday of the month.

Per the direction from the Board, this new procedure will begin effective immediately. The attached 2012 schedule has been amended to reflect the new meeting times.

ALTERNATIVES:

Board Discretion.

RECOMMENDATION:

Approve the Resolution adopting the 2012 meeting schedule.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approve the Resolutions.

Village of Bensenville
Board of Trustees Meeting Schedule
Calendar Year 2012

The Board meeting schedule for Calendar Year 2012 is hereby established to provide for regular Board of Trustee meetings on the dates listed below. Unless indicated otherwise, all regular Board of Trustee meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m.

January 10, 2012

January 24, 2012

February 14, 2012

February 28, 2012

March 13, 2012

March 27, 2012

April 10, 2012

April 24, 2012

May 8, 2012

May 22, 2012

June 12, 2012

June 26, 2012

July 17, 2012

August 14, 2012

August 28, 2012

September 11, 2012

September 25, 2012

October 9, 2012

October 23, 2012

November 13, 2012

November 27, 2012

December 4, 2012

December 11, 2012

Village of Bensenville
Village Board Schedule for Committee Meetings
Calendar Year 2012

The following are the meeting schedules for the Standing Committees of the Village Board for Calendar Year 2012. These schedules are hereby established to provide for regular Committee meetings on the dates listed below. On the second and fourth Tuesdays, the committee meeting will begin at 7:00 p.m. or immediately following the Board Meeting. Unless indicated, all regular Committee meetings begin at 6:00 p.m. Unless indicated otherwise, all regular Committee meetings shall be held in the Board room at 12 South Center Street, Bensenville, IL. The Standing Committees of the Village are as follows:

Administration, Finance and Legislation Committee

Community and Economic Development Committee

Infrastructure and Environment Committee

Public Safety Committee

Recreation and Community Building Committee

Technology Committee

January 10, 2012

- Any Committee

January 17, 2012

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

January 24, 2012

- Any Committee

February 14, 2012

- Any Committee

February 21, 2012

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

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

February 28, 2012

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

March 13, 2012

- Any Committee

March 20, 2012

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

March 27, 2012

- Any Committee

April 10, 2012

- Any Committee

April 17, 2012

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

April 24, 2012

- Any Committee

May 8, 2012

- Any Committee

May 15, 2012

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

May 22, 2012

- Any Committee

June 12, 2012

- Any Committee

June 19, 2012

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

June 26, 2012

- Any Committee

July 17, 2012

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

August 14, 2012

- Any Committee

August 21, 2012

- Administration, Finance and Legislation Committee

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

August 28, 2012

- Any Committee

September 11, 2012

- Any Committee

September 18, 2012

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

September 25, 2012

- Any Committee

October 9, 2012

- Any Committee

October 16, 2012

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

October 23, 2012

- Any Committee

November 13, 2012

- Any Committee

November 20, 2012

- Administration, Finance and Legislation Committee

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

November 27, 2012

- Any Committee

December 4, 2012

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

December 11, 2012

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

RESOLUTION NO.

**A RESOLUTION ADOPTING MEETING SCHEDULES FOR THE
VILLAGE BOARD AND STANDING COMMITTEES
FOR THE 2012 CALENDAR YEAR**

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

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

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

WHEREAS, the Village Board has reviewed schedules for its Board meetings and meetings of its respective Standing Committees for the calendar year 2012, both of which schedules are attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION TWO: That the meeting schedules for the Village Board and its respective Standing Committees for calendar year 2012 as set forth in Exhibit "A," is hereby adopted.

SECTION THREE The Village Clerk is hereby directed to post the notice of the calendar of meetings for both the Village Board and its respective Standing Committees for the year 2012 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 _____ day of December, 2011.

APPROVED::

Frank Soto, Village President

ATTEST:

Corey Williamsen, Deputy Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 11/15/2011

DESCRIPTION: Resolution Authorizing Approval of a contract with True North Consultants, Inc. to perform Spoil Management on the North Business District Reconstruction Project

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

ASSIGNED COMMITTEE: I&E (informal discussion)

DATE: 11/15/2011

BACKGROUND:

The North Business District Reconstruction (NBDRP) Project has been under construction since the beginning of June 2011. During the excavation of earth for the installation of gabian walls associated with stream bank stabilization, material was uncovered that was suspect. Elevated levels of metals and volatile organic compounds (VOC's) were found. The presence of these metals / VOC's has resulted in the contractor not being able to recycle the material as re-usable topsoil or fill as originally planned. The possibility of having to haul the spoil to a special waste site exists.

KEY ISSUES:

The Village secured the services of True North Consultants to assist with the management and proper disposal of the spoil. True North has thus far been able to classify the spoil as within Industrial background levels that will allow the material to be disposed of at certain Clean Construction Demolition Debris (CCDD) facility. They have secured three dump sites that will accept the material. True North has created, signed off on, and submitted all the necessary paperwork as well.

Moving forward, True North will assist in the oversight of the material handling and disposal. This will include onsite inspection of each load prior to leaving Bensenville. Initial efforts would require a multi-day oversight to remove the existing stockpile of spoil. Periodic oversight in the future would take place when enough material is generated.

True North will also provide some screening and testing of materials in the field at strategic locations to determine the level of continued concern and also to identify potential sources of "contamination".

True North's contract (attached) is formatted in a unit cost format for tasks performed. The anticipated cost estimate for services on this contract is \$23,430.

ALTERNATIVES:

Village Board Discretion

RECOMMENDATION:

Staff recommends approval

BUDGET IMPACT:

Contract will be supported through SSA and TIF funds, based on benefit to each SSA (4-8).

ACTION REQUIRED:

A motion to approve a Resolution authorizing the approval of a contract with True North Consultants, Inc. of Naperville in the amount of \$23,430 for environmental services and material disposal management associated with the Northern Business District Reconstruction Project.

Resolution No.

**Authorizing the Approval of a Contract with
True North Consultants, Inc. of Naperville
in the amount of \$23,430 for
Environmental Services and Material Disposal Management
associated with the Northern Business District Reconstruction Project.**

WHEREAS the Village of Bensenville engaged in a comprehensive infrastructure improvements project entitled the North Business District Reconstruction Project (“PROJECT”), and

WHEREAS the “PROJECT” includes a stream bank stabilization component that requires extensive excavation of earthen material along the existing stream bank to install gabian baskets, and

WHEREAS the material found in the embankment contained levels of metals and VOC’s that exceeded residential levels, and

WHEREAS the Village seeks to hire True North Consultants to provide environmental services and material disposal oversight in order to minimize costs to dispose of the material,

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

THAT the Village Board authorizes the approval of a contract with True North Consultants, Inc. of Naperville in the amount of \$23,430 for environmental services and material disposal management associated with the Northern Business District Reconstruction Project, and

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

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

APPROVED:

Frank Soto
Village President

ATTEST:

Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

November 16, 2011

Mr. Joseph Caracci
Village of Bensenville
717 East Jefferson Street
Bensenville, Illinois 60106

**Re: Proposal for North Industrial Special Service Area (NISSA) Spoil Management Consulting
Bensenville, Illinois 60106
Proposal #TII-II2**

Mr. Caracci,

True North Consultants, Inc. (True North) is pleased to provide this proposal to perform on-going spoil management and consulting activities at the above referenced property located in Bensenville, Cook County, Illinois (Site).

The following sections of this proposal present background information, scope of services, estimated costs, schedule, and limitations.

BACKGROUND

On September 6, 2011, True North was contacted by the Village of Bensenville (Village) to provide a brief scope of services to characterize existing stockpiled spoils from the above referenced project. The following scope of work and cost estimate is based upon the following information; discussions during a September 6, 2011 meeting with representatives from the Village, Civiltech Engineering, John Neri Construction, ALamp Concrete and Copenhagen Construction; a review of limited soil analytical results for a sample collected by ALamp; property reconnaissance activities where the spoils are stockpiled; and discussions with Winston Engineering, the environmental consultant for Bluff City Materials. Bluff City, a permitted Clean Construction Demolition Debris (CCDD) facility, has been identified as a facility that could potentially manage spoils from this stock pile.



SCOPE OF SERVICES

Task I: Clean Construction Demolition Debris (CCDD) and Non-Hazardous Non-Special Waste Characterization Sampling

All Site activities will be performed by True North personnel in conformance with standards set forth by the Illinois Environmental Protection Agency (IEPA) 35 Illinois Administrative Code (IAC) 742, “Tiered Approach to Corrective Action Objectives (TACO)”, United States Environmental Protection Agency (USEPA) SW-846, “Test Methods for Evaluating Solid Waste, Physical/Chemical Methods”, ASTM E1903-97 standard, “Standard for Environmental Site Assessments: Phase II Environmental Site Assessment Process”, and Occupational Health & Safety Administration (OSHA) 1910 and 1926 Standards.

Limited spoil characterization activities have already been performed on behalf of the Village. The following scope of work describes those activities and future planned sampling activities.

For the existing stockpile, True North proposes collecting up to three (3) additional spoil samples to characterize the spoils for potential disposal as an uncontaminated soil at Bluff City Materials. Based on discussions with Winston Engineering, review of limited environmental regulatory database information for the project area from which the spoils originated and visual inspection of the spoils, True North will have the spoil samples analyzed for Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) Metals, and pH. Based on the analytical results, True North will certify stockpiled spoils as uncontaminated for management at Bluff City Materials. For spoils within this stockpile that cannot be certified as uncontaminated, True North will assist the Village with characterizing the spoils for waste disposal or alternative use.

Upon completion of stockpiled spoil removal activities, True North will work with the Village to sample spoils in place prior to excavation and hauling activities to ALamp’s yard. True North will perform up to four (4) additional sampling events based on the anticipated volume of spoils to be generated during the remainder of the project. The sampling events will involve composite and discrete sampling for VOCs, PNAs, RCRA Metals and pH. True North will collect these samples from within the existing stream bank with either Village or Contractor equipment. Based on the analytical results, True North will certify the portions of the stream bank covered by the sampling as uncontaminated for management at Bluff City Materials. For portions of the stream bank that cannot be certified as uncontaminated, True North will assist the Village with characterizing the spoils for waste disposal or alternative use. In these instances, additional sampling may be considered to delineate areas of impact to reduce the amount of soil requiring alternative management.

During all spoil sampling activities, representative spoil samples will be screened with a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of VOC compounds in the soil.

Based on True North's knowledge of clean construction demolition debris (CCDD) disposal requirements, previous site assessment activities and consultation with Bluff City Materials CCDD Facility, True North believes a majority of the excavated soils can be managed as a CCDD. True North will collect composite and discrete characterization spoil samples for laboratory analysis. The characterization samples will be comprised of soils that are collected from within representative sample locations of the existing stockpile in ALamp's yard and areas of the stream bank to be excavated. The following table summarizes the CCDD characterization analytical parameters:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix
Volatile Organic Compounds (VOCs)	5035/8260	Soil
Polynuclear Aromatic Hydrocarbons (PNAs)	8270	Soil
Resource Conservation Recovery Act (RCRA) Metals & pH	6020/9045	Soil
Synthetic Precipitation Leachate Procedure (SPLP) RCRA Metals*	1311/6020	Soil

*** To be analyzed if total metals analysis exceed the pH adjusted Class I Soil Component remedial objectives.**

Standard turn-around-time (TAT) for the analysis of the above parameters is expected to be five (5) to seven (7) business days. A rush TAT of 72 hours can be provided upon request for a surcharge.

If the laboratory analytical results meet the requirements for disposal as a CCDD, then no further laboratory analysis is required. Should any of the results indicate the soils would not meet the CCDD disposal requirements or loads are rejected prior to loading the spoils out or upon arrival to Bluff City Materials, then True North will collect a waste characterization sample for spoils to be managed as a non-hazardous, non-special waste. Should some soils require management as a non-hazardous non-special waste, the following additional characterization analytical parameters will be required:

Compound or Group of Compounds	USEPA Analytical	Method Identification Matrix
Toxicity Characteristic Leachate Procedure (TCLP) VOCs	1312/8260	Soil
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals	1312/6020	Soil
Toxicity Characteristic Leachate Procedure (TCLP) RCRA Metals	1312/8270	Soil
Toxicity Characteristic Leachate Procedure (TCLP) Pesticides/Herbicides	1312/8081 & 8321	Soil
Polychlorinated Biphenyls	8081	Soil
Reactive Cyanide	9014	Soil
Reactive Sulfide	9034	Soil
Phenolics	9065	Soil
Paint Filter	1010	Soil
Flash Point	9095	Soil
pH	9045C	Soil

Standard turn-around-time (TAT) for the analysis of the above parameters is expected to be five (5) to seven (7) business days. The above waste characterization analytical parameters are based on True North's knowledge of disposal requirements for impacted soils being disposed of as non-hazardous, non-special wastes at Veolia Landfill in Zion, Illinois.

Upon receipt of all analytical results, True North will coordinate the preparation of waste disposal manifests and assist Bensenville and ALamp with coordinating the transportation of spoils to the appropriate disposal facility.

Task 2: On-Site Soil Management Oversight

Per the requirements of Bluff City Materials, to help minimize the potential of the CCDD facility rejecting truckloads of soils and assist with delineating between CCDD materials and non-hazardous non-special waste soils, True North personnel will provide soil screening services during stockpiled soil disposal activities. True North personnel will screen excavated soils using a calibrated photoionization detector (PID) with a 10.6eV lamp to determine the presence of photoionizable vapors that are potentially indicative of the presence of volatile organic compounds (VOC) compounds in the soil. Current CCDD facility requirements indicate that soils cannot exhibit PID readings above facility background which ranges between 0.0 and 3.0 parts per million (ppm). True North personnel will screen each truckload to determine if it meets CCDD facility requirements or requires different handling methods. True North will also visually inspect the spoils for foul odors that may prevent disposal at the CCDD facility. True North will document the screening results along with truck information to assist with soil disposal tracking. This documentation will be submitted to the Village.

Task 3: Project Reporting & Meetings

True North will prepare and submit IEPA LPC #663 for each of the sampled areas that can be certified as uncontaminated. For spoils that cannot be certified as uncontaminated, True North will assist the Village with completing the necessary waste profile forms. True North will provide the Village with completed spoil screening logs as each phase of spoil disposal is completed. True North will attend project meetings as requested by the Village.

PROJECT COSTS

True North proposes to conduct the above scope of work in accordance with the following estimated costs:

Service	Quantity	Units	Rate	Total
<i>Task 1: CCDD & Non-Hazardous Non-Special Waste Characterization Sampling and Profiling</i>				
Sampling Labor ¹	24 (est.)	Hours	\$90.00	\$2,160.00
Sampling Equipment, Supplies & Vehicle	4 (est.)	Lump Sum	\$250	\$1,000.00
CCDD Characterization Analytical – VOC, PNAs, RCRA Metals, pH ²	12 (est.)	Sample	\$390.00	\$4,680.00
CCDD Characterization Analytical – SPLP RCRA Metal ²	4 (est.)	Sample	\$120.00	\$480.00
Non-Hazardous Non-Special Waste Analytical ²	1 (est.)	Sample	\$1,000.00	\$1,000.00
<i>Task 2: On-Site Soil Management Oversight³</i>	10 (est.)	Shift	\$775.00	\$7,500.00
<i>Task 3: Project Reporting</i>				
LPC #663 Certifications and Reporting	5 (est.)	Report	\$750	\$3,750.00
Soil Profiling and Manifesting	4 (est.)	Hours	\$95	\$380.00
Oversight Screening & Documentation	8 (est.)	Hours	\$95	\$760.00
Project Meetings & Correspondences	16 (est.)	Hours	\$95	\$1,520.00
Total Cost of Services⁴				\$23,430.00

(est.) = Estimated

¹ Assumes four (4) sampling events at 6 hrs per sampling event, including the event completed in October 2011

² Rush TAT surcharges are 75% for 72 hours

³ Per shift unit cost includes all materials, labor, and equipment to perform on-site screening of soils. Number of shifts will depend on needs of Client.

Should the Client request a change in the scope-of-work, or should circumstances render the current estimate invalid, a new estimate will be prepared and mutually agreed to in writing before further work proceeds. Written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to your authorization to proceed.

SCHEDULE

True North can initiate soil management activities immediately following the execution of this proposal.

LIMITATIONS AND QUALIFICATIONS

The Client and their respective subcontractors shall be responsible for complying with the terms of health and safety plans, Federal, and State requirements applicable to this project.

True North assumes that project work may be performed during multiple shifts during the period of one day. For the purposes of this proposal, one shift shall be equivalent to one 8.5 hour period which includes a total of one half hour for breaks and lunch. In the event that shifts are extended beyond this 8.5 hour period, the Client shall be billed at an hourly rate per the referenced rates in the Project Costs section of this proposal.

The Client shall be billed in half-shift increments. For shifts 4 hours or less, the Client shall be billed the half-shift rate. For shifts from 4 to 8 hours, the Client shall be billed the full shift rate.

The Client shall be billed time-and-a-half for weekend days (Saturday & Sunday) according to the attached fee schedule. The Client shall be billed double time for holiday days (i.e. Thanksgiving Day, Christmas Day, New Years Day, etc.) according to the hourly rate per the referenced rates in the Project Costs section of this proposal.

The Client shall provide True North with a proposed schedule of on-Site activities to ensure the appropriate manpower is available for on-Site soil management activities.

True North has assumed the Village will provide equipment to collect stream bank samples. An alternate price can be provided in the event True North needs to subcontract an environmental drilling contractor.

True North cannot guarantee that all soils screened and removed from the Site shall meet the requirements per the CCDD operation for final placement. The Client shall be responsible for disposal of all soils rejected from the CCDD operation as a special waste at a permitted landfill.

True North shall prepare Interim and Final Reporting for the project based on information provided by the Client.

True North shall not be responsible for the on-Site coordination of hauling trucks or excavation activities. True North shall assist the excavator with identification of soil characteristics and identify the appropriate disposal requirements for excavated soils.

This proposal is valid for a period of 45 days from the date of this proposal. In the event that authorization is received after 45 days from the date of this proposal, True North reserves the right to resubmit a new cost estimate for approval to reflect any additional costs associated with the proposed scope of work, if necessary.

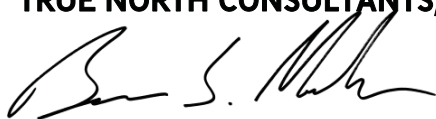
TERMS OF AGREEMENT

If this proposal meets with your approval, please sign the attached service agreement and return it to our office via mail, fax or e-mail. This agreement for professional services represents a contract between True North Consultants, Inc. and the Client. Our Terms and Conditions are hereby incorporated as part of this agreement.

True North appreciates the opportunity to offer this proposal for project planning and soil management and consulting services. If you have any questions, please contact me at 224-387-6125.

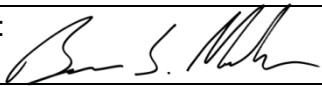
Regards,

TRUE NORTH CONSULTANTS, INC.



Brian S. Mihelich, CHMM
Senior Vice President

True North Proposal # T11-112 is hereby accepted and the conditions attached and outlined herein agreed to:

CLIENT	TRUE NORTH CONSULTANTS, INC.
By:	By: Brian S. Mihelich
Signature:	Signature: 
Date:	Date: November 16, 2011

SCHEDULE OF TERMS & CONDITIONS

1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen

(14) calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

8.0 ALLOCATION OF RISK

- 8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee.

SCHEDULE OF TERMS & CONDITIONS

Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and you assume full responsibility for such changes unless you have given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

12.0 DELAYS, SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, you understand that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the Commonwealth of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

END OF TERMS AND CONDITIONS
REVISED April 9, 2010