



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, April 26, 2011

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL

SWEARING IN CEREMONY: NEW VILLAGE BOARD OF TRUSTEES

- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES

April 12, 2011 – Special Board of Trustees

- VI. WARRANT – April 26, 2011 #11/09- \$ 1,214,767.98

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

1. *Resolution Establishing Garbage and Yard Waste Rates for May 1, 2011 Through April 30, 2012*
2. *Resolution Authorizing a Contract to Clarke Environmental Mosquito Management, Inc. for Gypsy Moth Control Service*
3. *Resolution Authorizing a Contract to Precision Mechanical, Inc. for HVAC Maintenance*
4. *Resolution Authorizing a Contract to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Service*
5. *Resolution Authorizing a Contract to Crystal Maintenance Services Corp. Of Mt. Prospect, Illinois for Janitorial Services*
6. *Resolution Authorizing a Contract to Meade Electric, Inc. for Traffic Signal Maintenance*
7. *Resolution Authorizing a Contract to Illini-Scapes Inc. of Romeoville, Illinois for Turf Chemical Maintenance Services*
8. *Resolution Authorizing the Execution of a Purchase Order and*

Engineering Services Agreement for the Development of the Village of Bensenville WWTP Facility Plan to Strand Associates, Inc.

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee – No Report
- D. Public Safety Committee
 - 1. *Ordinance Amending and Restating Title 3, Chapter 6 of the Municipal Code of the Village of Bensenville, Illinois*
 - 2. *Ordinance Amending and Restating Title 4, Chapter 3 of the Municipal Code of the Village of Bensenville, Illinois*

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

Village of Bensenville Arbor Day Proclamation

B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

- A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]
- B. Personnel [5 ILCS 120/2(C)(1)]
- C. Collective Bargaining [5 ILCS 120/2 (C)(2)]
- D. Property Acquisition [5 ILCS 120/2(C)(5)]
- E. Litigation [5 ILCS 120/2(C)(11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

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

MINUTES OF THE SPECIAL VILLAGE BOARD OF TRUSTEES
MEETING
April 12, 2011

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

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

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

Absent: Village Clerk, JoEllen Ridder

A quorum was present.

APPROVAL OF MINUTES: 3. The March 22, 2011 Village Board Meeting Minutes were presented.

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

All were in favor.

Motion carried.

WARRANT NO. 11/07: 4. President Soto presented Warrant No. 11/07 in the amount of \$1,655,519.22.

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

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

NAYS: None

All were in favor.

Motion carried.

Minutes of the Special Village Board Meeting
April 12, 2011 Page 2

**STRATEGIC
PLANNING:**

Village Manager, Michael Cassady, gave a brief overview of the Strategic Planning Session.

Motion:

Trustee Wesseler made a motion to recess the meeting and go into the Strategic Planning Session. Trustee Bartlett seconded the motion.

All were in favor.

Motion carried.

President Soto recessed the meeting at 5:40 p.m.

President Soto called the meeting back to order at 8:29 p.m.

ROLL CALL:

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

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

Absent: Village Clerk, JoEllen Ridder

A quorum was present.

ADJOURNMENT:

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:31 p.m.

JoEllen Ridder
Village Clerk

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

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Tim Sloth **DATE:** April 26, 2011

DESCRIPTION: A RESOLUTION ESTABLISHING GARBAGE AND YARD WASTE RATES FOR MAY 1, 2011 THROUGH APRIL 30, 2012.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Approved by AFL Committee 4-0

DATE: 4/26/2011

BACKGROUND: On May 1, 2011 Allied Waste's rates that it charges the Village for Recycling and Refuse collection are set to increase. For single family homes the rate increase is 4.75% while the rate for Multi-family properties is set to increase 6.25%. Additionally, the Yard-waste collection rate is set to increase 4.75%. As such staff is recommending the following rate increases it bills customers for this service:

	Current Rate	Proposed	\$ - Increase	% - Increase
Single Family	21.51	22.53	1.07	4.97%
Multi-Family				
2 Units	44.04	44.04	0	0%
3 Units	61.85	61.85	0	0%
4 Units	80.23	80.23	0	0%
5 Units	98.71	98.71	0	0%
Multi-Family 6 Units	101.98	112.94	10.96	10.75%
Multi-Family 7 - 12 Units	13.28	15.03	1.75	13.18%
Multi-Family 13 - 18 Units	12.76	14.43	1.67	13.09%
Multi-Family 19 or More Units	12.02	13.61	1.59	13.23%

The attached Memo and the accompanying spreadsheet outline the analysis in determining this suggested increase.

KEY ISSUES: Recycling and Refuse collection rates.

ALTERNATIVES: Board Discretion

RECOMMENDATION: Approve resolution establishing garbage and yard waste rates for May 1, 2011 through April 30, 2012.

BUDGET IMPACT: By implementing the proposed rates the Village would no longer be subsidizing Recycling and Refuse collection by \$14,637.12. If no action is taken the annual subsidy will jump to \$89,656.

ACTION REQUIRED: Board action on resolution.

RESOLUTION NO.

A RESOLUTION ESTABLISHING GARBAGE AND YARD WASTE RATES FOR
MAY 1, 2011 THROUGH APRIL 30, 2012

That the residential garbage and yard waste rates are hereby established and effective May 1, 2011 through April 30, 2012.

1. Single Family: \$22.53 per unit/month
2. Multi-family dwelling containing two (2) through five (5) units:
 - Two (2) units: \$44.04/month
 - Three (3) units: \$61.85/month
 - Four (4) units: \$80.23/month
 - Five (5) units: \$98.71/month
3. Multi-family dwellings containing six (6) units: \$112.94/month
4. Multi-family dwellings containing seven (7) through twelve (12) units:
\$15.03 per unit/month
5. Multi-family dwellings containing thirteen (13) through eighteen (18) units:
\$14.43 per unit/month
6. Multi-family dwellings containing nineteen (19) or more units:
\$13.61 per unit/month

That this Resolution shall be in full force and effect forthwith upon its adoption.

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

APPROVED:

Frank Soto
President

ATTEST:

JoEllen Ridder
Village Clerk

Ayes: _____

Nays: _____

Absent: _____

Village of Bensenville
Proposed Recycling and Refuse Rates
@ 5/01/2011

Classification	Allied Waste Charge					Village of Bensenville Customer Charge							
	Current Charge Rate	Charge Rate @ 5/1/2010	Current			# of units	Rate	Annual Net Revenue / (Subsidy)	Proposed			% Change Allied	% Change Customer
			\$ - Increase	% - increase					Rate @ 5/1/2010	Annual Net Revenue / (Subsidy)			
Single Family	21.39	22.40	1.01	4.72%		3,373	21.51	4,857.12	22.58	7,285.68		4.72%	4.97%
Multi-Family													
2 Units	38.18	39.98	1.80	4.71%		68	44.04	4,781.76	44.04	3,312.96		4.71%	0.00%
3 Units	54.97	57.56	2.59	4.71%		15	61.85	1,238.40	61.85	772.20		4.71%	0.00%
4 Units	71.76	75.14	3.38	4.71%		19	80.23	1,931.16	80.23	1,160.52		4.71%	0.00%
5 Units	88.55	92.72	4.17	4.71%		3	98.71	365.76	98.71	215.64		4.71%	0.00%
Multi-Family 6 Units	106.36	112.94	6.58	6.19%		120	101.98	(6,307.20)	112.94	-		6.19%	10.75%
Multi-Family 7 - 12 Units	14.15	15.03	0.88	6.22%		372	13.28	(3,883.68)	15.03	-		6.22%	13.18%
Multi-Family 13 - 18 Units	13.58	14.43	0.85	6.26%		150	12.76	(1,476.00)	14.43	-		6.26%	13.09%
Multi-Family 19 or More Units	12.81	13.61	0.80	6.25%		1,703	12.02	(16,144.44)	13.61	-		6.25%	13.23%
								(14,637.12)		12,747.00			

Notes:

Current Transfer to Utility Fund for portion of overhead related to Recycling and Refuse = \$73,100.

Current Net Subsidy = (\$14,637.12). Total Subsidy of Multi Family Units = (\$27,811.32). Portion of that subsidy covered by Single Family Units = \$13,174.20.

Proposed Annual Net Revenue = \$12,747.00 is still short of the \$73,100 transfer amount by (\$60,353)

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: *Resolution to approve a contract for the 2011 Gypsy Moth control program for select Village locations.*

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 04/19/2011

BACKGROUND:

The Gypsy moth is a non-native nuisance insect whose population is rapidly increasing in the DuPage County area. Their increased population poses a threat to human health, interferes with outdoor activities, and reduces the vigor and general health of Village trees. A large population of Gypsy moths was identified in the summer of 2010 within the area identified in the attached map. Residents reported these moths destroying the foliage of their trees, oak trees were specifically targeted. In order to eradicate the moths during this past summer the Village contracted with a tree service company to perform ground based spraying of an insecticide on the affected trees. Using an insecticide has the unwanted effect of killing every insect on the tree and is not the ideal environmental solution to controlling the Gypsy moth population. Having identified the affected area, BtK (Bacillus Thuringiensis Kurstaki) aerial treatment can be used in the spring of this year to treat the infested area as recommended by the Illinois Department of Agriculture.

KEY ISSUES:

Gypsy moth aerial spraying control services are specialized industries; as such there are not a large number of contractors who perform this service. Quotes for spraying the most heavily infested area were received from Hendrickson Flying Service (\$45 per acre), and Clarke Environmental Mosquito Management (\$38 per acre). The infested area represents 180 acres within the Village, of which 60 acres include School District owned property – see attached map. Two aerial spraying applications are needed for maximum effectiveness. Village residents will be notified as of the time and date of the aerial sprayings by way of a mailed notification letter (attached) and informational posting on the Village website.

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends the approval of a resolution for a contract with Clarke Environmental Mosquito Management of Roselle, Illinois to provide Gypsy moth control services for the Village. Clarke Mosquito Control will be utilized in May 2011 to provide two aerial helicopter BtK spraying applications for the identified infested area.

BUDGET IMPACT: *Not to exceed \$13,680 in FY2011*

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Clarke Environmental Mosquito Management of Roselle, Illinois

Resolution No.

**Authorizing a Contract to
Clarke Environmental Mosquito Management, Inc. for
Gypsy Moth Control Service**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Clarke Environmental Mosquito Management, Inc. of Roselle, Illinois to provide Gypsy moth control service in the not to exceed amount of \$13,680.

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville

Proposed 2011 Gypsy Moth Treatment





110 E. Irving Park Rd., 4th Floor
PO. Box 72197
Roselle, Illinois 60172
630.894.2000 •
800.323.5727
630.894.1774 •
www.clarke.com

March 21, 2011

Mr. John Anderson
Public Works Assistant Director
Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Dear Mr. Anderson:

As discussed, Clarke Environmental Mosquito Management, Inc. has provided gypsy moth applications to the region for over 27 years. Recently, the demand for gypsy moth applications has increased due to the escalation of caterpillar populations and increased tree damage.

The cost to provide aerial gypsy moth applications would range between \$38.00 to \$40.00 per acre /per application. The proposed spray zones encompass between 120 and 180 acres respectively. The applications are made during mid spring to control the gypsy moth caterpillar in its feeding/defoliating stage. Two applications of *Bacillus thuringiensis* var. *kurstaki* (Btk) are recommended for control.

Clarke will work in coordination with the Village of Bensenville staff to comply with all local and federal regulations. Due to the proposed treatment area being over a residential area, a congested area flight plan must be approved by the FAA prior to application. One requirement of a flight plan will be notification to all residents within treatment area. Such notifications will be made by the Village.

If it is the desire of the Village of Bensenville to contract with Clarke for aerial gypsy moth applications, we request timely approval in order to coordinate all the necessary steps of FAA approval to provide effective and appropriate treatments.

We look forward to providing aerial gypsy moth applications for the Village of Bensenville. Please feel free to call me at (630) 671-3168 with any questions.

Sincerely,

A handwritten signature in black ink that appears to read "Tom Kessler".

Tom Kessler
Control Consultant



Proposal

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. PROFESSIONAL SERVICES OUTLINE AND CONTRACT FOR VILLAGE OF BENSENVILLE 2011 GYPSY MOTH CONTROL PROGRAM

I. PROFESSIONAL SERVICES OUTLINE AND COST

A. **General Services:** Clarke Environmental Mosquito Management, Inc. shall perform the following general services as part of the program:

1. Provide Insurance: Policies shall name the Village of Bensenville as an additional insured with respect to liability arising out of the services and operations to be performed by Clarke Environmental Mosquito Management, Inc. for the Village of Bensenville pursuant to this Contract and shall be in effect for the entire period during which services are performed. Clarke Environmental Mosquito, Inc. shall provide certificates of insurance to the Village of Bensenville as evidence of such policies prior to performing services.
2. Perform a pre-application reconnaissance flight over the spray zone.
3. Provide ground crew support for fueling and loading the aircraft.

B. **Aerial Application:**

1. Clarke Environmental Mosquito Management, Inc. shall perform two (2) helicopter applications of a 180 acre gypsy moth infested spray zone. The pilot shall apply Foray 48B at 4 pints per acre and utilize an altitude flight pattern, and insecticide swath width to achieve maximum coverage.
2. The Village of Bensenville Moth applications shall be billed on a per application basis, at a rate of \$38.00 per acre for a total of \$6,840.00 per application.



Proposal

II. SERVICE CONTRACT, AUTHORITY, AND AGREEMENT

A. Two (2) helicopter applications to be performed over a specific spray zone within the Village of Bensenville during 2011 to achieve control of a gypsy moth infestation. My signature serves to indicate full understanding of our intent to have Clarke Environmental Mosquito Management, Inc. perform helicopter gypsy moth control operations for the Village of Bensenville during the 2011 season pending approval of a Congested Area Operations Plan by the FAA. The Village accepts responsibility for all security and notification(s) to spray zone as required fulfilling FAA regulations. The price of the Village of Bensenville Gypsy Moth Control Program is specified above in section "IB", and shall be paid on a per application basis.

FOR THE VILLAGE OF BENSENVILLE 2011 SEASON:

NAME: _____ TITLE: _____ DATE: _____

FOR CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.:

BY: *Tom Kessler* TITLE: Consultant DATE: 3/25/2011
Tom Kessler



Proposal

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. PROFESSIONAL SERVICES OUTLINE AND CONTRACT FOR VILLAGE OF BENSENVILLE 2011 GYPSY MOTH CONTROL PROGRAM

I. PROFESSIONAL SERVICES OUTLINE AND COST

A. **General Services:** Clarke Environmental Mosquito Management, Inc. shall perform the following general services as part of the program:

1. Provide Insurance: Policies shall name the Village of Bensenville as an additional insured with respect to liability arising out of the services and operations to be performed by Clarke Environmental Mosquito Management, Inc. for the Village of Bensenville pursuant to this Contract and shall be in effect for the entire period during which services are performed. Clarke Environmental Mosquito, Inc. shall provide certificates of insurance to the Village of Bensenville as evidence of such policies prior to performing services.
2. Perform a pre-application reconnaissance flight over the spray zone.
3. Provide ground crew support for fueling and loading the aircraft.

B. **Aerial Application:**

1. Clarke Environmental Mosquito Management, Inc. shall perform two (2) helicopter applications of a 120 acre gypsy moth infested spray zone. The pilot shall apply Foray 48B at 4 pints per acre and utilize an altitude flight pattern, and insecticide swath width to achieve maximum coverage.
2. The Village of Bensenville Moth applications shall be billed on a per application basis, at a rate of \$40.00 per acre for a total of \$4,800.00 per application.



Proposal

II. SERVICE CONTRACT, AUTHORITY, AND AGREEMENT

A. Two (2) helicopter applications to be performed over a specific spray zone within the Village of Bensenville during 2011 to achieve control of a gypsy moth infestation. My signature serves to indicate full understanding of our intent to have Clarke Environmental Mosquito Management, Inc. perform helicopter gypsy moth control operations for the Village of Bensenville during the 2011 season pending approval of a Congested Area Operations Plan by the FAA. The Village accepts responsibility for all security and notification(s) to spray zone as required fulfilling FAA regulations. The price of the Village of Bensenville Gypsy Moth Control Program is specified above in section "IB", and shall be paid on a per application basis.

FOR THE VILLAGE OF BENSENVILLE 2011 SEASON:

NAME: _____ TITLE: _____ DATE: _____

FOR CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.:

BY: *Tom Kessler* TITLE: Consultant DATE: 3/25/2011
Tom Kessler



Village of Bensenville

Department of Public Works

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



March 24, 2011

Dear Bensenville resident:

Your property is located within the Village's treatment area for this year's Gypsy Moth Treatment Program. The purpose of this aerial spray program is to reduce the number of gypsy moth caterpillars and the tree defoliation that they cause. Your property is scheduled to be sprayed with *BTK* (*Bacillus thuringiensis kurstaki*), a naturally occurring bacterium which affects caterpillars that are actively feeding at the time of treatment. It is non-toxic to humans, other mammals, birds, fish, and most insects, including ladybugs and honeybees.

A helicopter will apply the spray in a very fine mist for maximum coverage of the leaves. This will be very difficult to see or feel as it is being applied. In most cases these constraints will limit spraying to a morning activity but if conditions allow, spraying will continue until completed or conditions will no longer allow for an effective application. Application will occur during the middle to end of May depending on weather and caterpillar development, with two applications being done during that period.

Respectfully,

Joe Caracci
Director of Public Works



Village of Bensenville

Department of Public Works

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



March 24, 2011

Peter McNeil
Clarke Environmental Mosquito Management, Inc.
P.O. Box 72197
159 N. Garden Avenue
Roselle, IL 60172

Dear Mr. McNeil:

I hereby grant permission to Clarke Environmental Mosquito Management, Inc. to fly over the Village of Bensenville for the purpose of dispensing insecticides that have been approved and labeled for gypsy moth control.

Sincerely,

Joe Caracci
Director of Public Works

CC: Michael Cassady, Village Manager

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: Resolution to approve an 8 month contract for HVAC maintenance with two automatic renewals unless cancelled by the Village at least 60 days prior to the end of the term.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 04/19/2011

BACKGROUND: This service maintains HVAC systems throughout the Village

KEY ISSUES: Precision Mechanical Inc. of Franklin Park, Illinois has provided this service for the Village reliably in the past. The service contract maintains HVAC systems at the following Village locations:

Wastewater Treatment Plant – 711 E. Jefferson St.
Public Works Building – 717 E. Jefferson St.
Edge I – 545 John St.
Edge II – 735 E. Jefferson St.
Police station – 100 N. Church Rd.
Sundaes Too Ice Cream Shop – 9-15 S. Center St.
Theater – 9 S. Center St.
Village Hall – 12 S. Center St.

Work performed includes 90 hours of inspection time in the spring and 90 hours of inspection time in the fall. Beginning in May of this year we will begin using in-house staff for filter replacement thereby removing this \$17,000 annual portion from the HVAC contract. A recent bid advertisement for HVAC maintenance was conducted resulting in bids submitted from 3 companies, bid prices are listed below:

Company:	5/1/2011 – 12/31/2012 (20 Month Price)	1/1/2013 – 12/31/2013 (12 Month Price)	32 Month Total:
Precision Mechanical Inc.	\$42,968	\$22,736	\$65,704
Hayes Mechanical Inc.	\$40,951	\$28,785	\$69,736
Monaco Mechanical Inc.	\$80,563	\$43,009	\$123,572

The contract will be for 8 months (May 1, 2011 through December 31, 2011) with automatic renewals for 2012 and 2013 unless cancelled by the Village at least 60 days prior to the end of the term.

RECOMMENDATION: Due to the positive working relationship the Village has had with Precision Mechanical and the fact that they are the lowest cost HVAC contractor over a 32 month period staff recommends the approval of a resolution for a two year contract with Precision Mechanical, Inc. of Franklin Park, Illinois to provide HVAC maintenance service for Village buildings.

BUDGET IMPACT: *Not to exceed \$16,304 in FY2011, expected cost of \$26,664 in FY2012 and \$22,736 in FY2013*

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Precision Mechanical Inc. of Franklin Park, Illinois.

Resolution No.

**Authorizing a Contract to
Precision Mechanical, Inc. for HVAC Maintenance**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Precision Mechanical, Inc. of Franklin Park, Illinois to provide HVAC maintenance service in the not to exceed amount of \$16,304 for an eight-month term that is automatically renewed for two successive one-year terms (32 months total – anticipated total cost of \$65,704), unless cancelled by the Village at least 60-days before the end of the term; and

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BIDDER INFORMATION SHEET

NAME: (PRINT)

DAVID FRAWLEY

SIGNATURE:

David Frawley

COMPANY NAME:
(PRINT)

Precision Mechanical Inc

ADDRESS:

9915 W. Pacific Ave

Franklin Park IL 60131

TELEPHONE:

847-678-4480

FACSIMILE:

847-678-4350

EMAIL:

dfpmi@aol.com

SERVICE LOCATION, if different than above address:

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque envelope plainly marked:**
HVAC Maintenance – BID.

The bids must be received by 10:00am on March 10th, 2011 at which time they will be opened and publicly read. It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

PRICE SHEET
 HVAC Maintenance

20 MONTH

12 MONTH

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Digester Building 717 E. Jefferson St.	\$ 656 ⁰⁰	\$ 340 ⁰⁰
Belt Replacement:	\$ N/A	\$ N/A
Filter Replacement:	\$ N/A	\$ N/A
TOTAL:	\$ 656 ⁰⁰	\$ 340 ⁰⁰

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
The Edge 1- Ice Arena 545 John St.	\$ 6,984 ⁰⁰	\$ 3615 ⁰⁰
Belt Replacement: 1 Per UNIT	\$ Included Annually	\$ Included Annually
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
The Edge 2- Ice Arena 735 E. Jefferson St.	\$ 16,356 ⁰⁰	\$ 8,465 ⁰⁰
Belt Replacement: 1 Per UNIT ANNUALLY	\$ Included	\$ Included
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

HVAC Maintenance- BID

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Filter Building 711 E. Jefferson St.	\$ 432 ⁰⁰	\$ 1,224⁰⁰ 224 ⁰⁰
Belt Replacement:	\$ N/A	\$ N/A
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Gymnastics Building 800 E. Jefferson St.	\$ 864 ⁰⁰	\$ 448 ⁰⁰
Belt Replacement:	\$ Included	\$ Included
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Police Department 100 N. Church Rd.	\$ 3600 ⁰⁰	\$ 3,663 ⁰⁰
Belt Replacement:	\$ Included	\$ Included
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

HVAC Maintenance- BID

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Public Works Building 717 E. Jefferson St.	\$ 3900 -	\$ 3968 -
Belt Replacement:	\$ included	\$ included
Filter Replacement	\$ See Total	\$ See Total
TOTAL:	\$	\$

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
South Water Treatment Plant 711 E. Jefferson St.	\$ 1,960 -	\$ 1,015 ⁰⁰
Belt Replacement:	\$ included	\$ included
Filter Replacement	\$ See Total	\$ See Total
TOTAL:	\$	\$

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Sundaes Too- Ice Cream Shop 9-15 S. Center St.	\$ 1,046 -	\$ 539 -
Belt Replacement:	\$ N/A	\$ N/A
Filter Replacement	\$ See Total	\$ See Total
TOTAL:	\$	\$

HVAC Maintenance- BID

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Theater 9 S. Center St.	\$ 2320 -	\$ 2361 -
Belt Replacement:	\$ Included	\$ Included
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

Location:	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Village Hall 12 S. Center St.	\$ 4856 -	\$ 2514 -
Belt Replacement:	\$ Included	\$ Included
Filter Replacement:	\$ See TOTAL	\$ See TOTAL
TOTAL:	\$	\$

	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Belt Replacement Total: 1 belt per UNIT per yr. Included	\$ Included	\$ Included

	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
Filter Replacement Total:	\$ 29,546 for 20 MONTHS of filter changes	\$ 17,080 ⁰⁰

	May 1, 2011 – December 31, 2012 (20 Month) Price	January 1, 2013 – December 31, 2013 (12 Month) Price
OVERALL TOTAL: (Add all buildings together in the space provided)	\$ 72,514 ⁰⁰ TOTAL INCLUDING filters belts AND Inspection \$ 42,968 ⁰⁰ INSPECTION AND Belt change only.	\$ 39,816 ⁰⁰ WITHOUT filters \$ 22,736 ⁰⁰

Options/Alterations:

20 MONTH CONTRACT INCLUDES 4 four
INSPECTIONS MAY 2011 OCT 2011 MAY 2012
AND OCT 2012 ON ALL BUILDINGS LISTED.

Authorized Signature

David Hawley

Title: PresidentDate: 3-8-11

Precision Mechanical Inc

HVAC Maintenance- BID

VENDOR:

Sam Hawley
Signature

President
Title

3-8-11
Date

Village of Bensenville:

Signature

Title

Date

FILE COPY

1195769

DATE: 3/10/11

REMITTER: PRECISION MECHANICAL INC

AMOUNT: \$3,626.00

VILLAGE OF BENSENVILLE



700 BUSSE RD.
ELK GROVE VILLAGE IL 60007
847-952-3700

70-2277
719

We Do More For Your Money.

1195769

OFFICIAL CHECK

REMITTER: PRECISION MECHANICAL INC

3/10/11

EXACTLY **3,626 AND 00/100 DOLLARS

DATE:
AMOUNT: \$3,626.00

Pay To The VILLAGE OF BENSENVILLE
Order Of:



AUTHORIZED SIGNATURE

1195769 1071922777 0002003950 11

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: *Resolution to approve a contract for the 2011 Village mosquito abatement program.*

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 04/19/2011

BACKGROUND:

This service provides mosquito abatement service, surveillance and monitoring, larval control, and adult mosquito management throughout the Village.

KEY ISSUES:

Clarke Environmental Mosquito Management has performed mosquito abatement services for the Village for the past twenty years. Larval treatments have been applied to catch basins for Culex mosquito control by Village staff for the past four years; the process works well, and saves the Village annually. The Culex mosquito is responsible for the spread of West Nile Virus and these treatments have shown to be successful in reducing the number of human cases. Through discussion, Clarke has agreed once again to train Village staff to provide larval treatments to catch basins. Clarke Environmental Mosquito Management provided a proposal to perform mosquito abatement services for \$33,754.40 the same program rate as last year. Included in this price is the cost for Altosid XR briquettes used to control the mosquito population throughout the Village by way of placement in storm sewer catch basins.

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends the approval of a resolution for a one year contract extension with Clarke Environmental Mosquito Management of Roselle, Illinois to provide mosquito abatement services for the Village. Clarke Mosquito Control has agreed to the extension of their proposal which will continue to meet the needs of mosquito abatement services at a low cost to the Village.

BUDGET IMPACT: *Not to exceed \$33,754.40 in FY2011*

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Clarke Environmental Mosquito Management of Roselle, Illinois

Resolution No.

**Authorizing a Contract to
Clarke Environmental Mosquito Management, Inc. for
Mosquito Abatement Service**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Clarke Environmental Mosquito Management, Inc. of Roselle, Illinois to provide mosquito abatement service in the not to exceed amount of \$33,754.40 for an eight-month term; and

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Proposal

**Clarke Environmental Mosquito Management, Inc.
Professional Services Contract Outline For
The 2009-2011 Village of Bensenville
Environmental Mosquito Management (EMM™) Program
REVISED 2011**

Part I. General Services

- A. Survey and Mapping – available for review by the Village staff
- B. Computer System
- C. Public Relations
- D. Mosquito Hotline Citizen Response (800-942-2555)
- E. Insurance Coverage
- F. Program Reports
- G. **NPDES Permit:** An NPDES (National Pollutant Discharge Elimination System) permit may be necessary for the execution of the work for mosquito control. Any costs associated with such a permit are not included in this proposal

Part II. Surveillance and Monitoring

- A. Mosquito-Borne Disease Surveillance
- B. Floodwater Mosquito Brood Prediction
- C. New Jersey Light Trap Network:
- D. Clarke New Jersey Light Trap Network: Data from the area New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- E. Weather Monitoring - Operational Forecasts

Part III. Larval Control¹

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring:
 1. Three (3) complete inspections of up to 77 sites
 2. Five (5) targeted inspections of up to 62 sites
- C. Prescription Larval Control with Vectobac (*Bti*), Vectolex (*Bs*), 5% Abate pellets, or Altosid briquettes. Stocking of 2,000 mosquitofish (*Gambusia affinis*) for biological control of mosquito larvae.
- D. Catch Basin Control: The Village of Bensenville Public Works Department performs treatments of Village street and backyard catch basins. Clarke will provide a staff training program in accordance with Illinois Department of Agriculture regulations, and be the source of Altosid larval control products.
- E. Source Reduction Recommendations.



Proposal

**Clarke Environmental Mosquito Management, Inc.
Professional Services Contract Outline For
The 2009-2011 Village of Bensenville
Environmental Mosquito Management (EMM™) Program (cont.)
REVISED 2011**

Part IV. Adult Mosquito Management²

A. Adulticiding in Village Residential Areas.

1. Four (4) Village-wide truck Ultra Low Volume (ULV) applications of up to 68.3 miles of streets with Biomist®, or a comparable substitute insecticide, when migratory adult mosquito monitoring thresholds are exceeded, or a mosquito-borne disease alert is issued.
2. Six (6) backpack barrier applications on a 0.4-mile route with a Flit (permethrin) 0.5% emulsion for residual control of adult mosquitoes in backyards in the Mohawk Terrace subdivision.
3. Band concert, Village festival, and 4th of July special event truck ULV applications for adult mosquito control.

B. Adulticiding Operational Procedures

1. Notification of community contact & residents on call list
2. Weather limit monitoring and compliance.
3. Community resident notification.
4. ULV particle size evaluation.
5. Insecticide dosage and quality control analysis.
6. ULV touch-ups based on citizen complaints.

Village of Bensenville EMM™ Program Total Cost (REVISED 2011)

For Parts I, II, III, and IV

\$29,196.00

Village of Bensenville EMM™ Payment Plan:

Four (4) invoices for \$7,299.00 will be due on May 1, June 1, July 1, and August 1, 2011

2011 Catch Basin Product Prices:

Altosid XR (7 cases @ \$651.20 each)

Product Total \$ 4,558.40

2011 EMM™ Program & Product Total Costs

\$33,754.40

Core Program Footnotes:

1. **Larval Control.** The 2011 EMM™ core program services package includes up to 54.2 acres of hand or backpack equipment larvicide with prescription larvicides (the 3-year average of acreage treated). In addition, helicopter larvicide of any approved large and inaccessible sites would be billed, in addition to the core program, at the rate of \$109.00 per acre, as authorized by the Village.
2. **Adult Mosquito Management.** The 2011 EMM™ core program services package includes up to four (4) truck ULV applications of 68.3 miles of routed streets with Mosquitomist, or a comparable substitute insecticide. Any truck ULV applications authorized and performed after the fourth treatment will be billed at \$3,686.00.



Proposal

Clarke Environmental Mosquito Management, Inc. Service Agreement For The 2009-2011 Village of Bensenville Environmental Mosquito Management (EMM™) Program Revised 2011

I. Term and Termination. This Agreement has an automatic Renewal

Clause. The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2011 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least Ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having a duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.

II. Price Increases. The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") by a percentage which shall not exceed the locally established consumer price index based on the Village of Bensenville fiscal year (March previous year of agreement to March current year of agreement). Clarke Environmental Mosquito Management, Inc. may petition the Village of Bensenville at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be prorated to the program cost at the rates in effect at the time.

III. Program Payment Plan. For Parts I, II, III, and IV as specified in the 2009-2011 Professional Services Cost Outline, the total for the 2011 program is \$29,196.00. The payments will be due on the dates according to the payment schedule below. Any additional treatments beyond for authorized services beyond the core program will be invoiced upon completion.

PROGRAM PAYMENT PLAN – REVISED 2011

Installment Due Date	2009	2010	2011
May 1	\$7,913.10	\$7,299.00	\$7,299.00
June 1	\$7,913.10	\$7,299.00	\$7,299.00
July 1	\$7,913.10	\$7,299.00	\$7,299.00
August 1	\$7,913.10	\$7,299.00	\$7,299.00
TOTAL	\$31,652.40	\$29,196.00	\$29,196.00

For The Village of Bensenville:

Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name: Tom Kessler Title: Control Consultant Date: 3-33-11
Tom Kessler Service Operations



Proposal

**Clarke Environmental Mosquito Management, Inc.
Service Guarantee and Agreement For
The 2009-2011 Village of Bensenville
Environmental Mosquito Management (EMM™) Program
Revised 2011**

Invoices should be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Purchase Order Number (if applicable): _____

Contact Person for The Village of Bensenville:

Name: _____ Title: _____

Office #: (____) _____ Fax #: _____ E-Mail: _____

Home #: (____) _____ Cell # (____) _____ Pager: _____

Alternate Contact Person for The Village of Bensenville:

Name: _____ Title: _____

Office #: (____) _____ Fax #: _____ E-Mail: _____

Home #: (____) _____ Cell # (____) _____ Pager: _____

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: Resolution to approve an 8 month contract for Janitorial Services with two automatic renewals unless cancelled by the Village at least 60 days prior to the end of the term.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 04/19/2011

BACKGROUND:

This service provides janitorial cleaning and maintenance for the Village's Police Department.

KEY ISSUES:

The Village Police Department is a facility that is in operations year-round for 24 hours a day, therefore frequent cleaning is needed. A recent bid advertisement for Janitorial Services was conducted resulting in bids submitted from 5 companies, bid prices are listed below:

Company:	5/1/2011 – 12/31/2012 (20 Month Price)	1/1/2013 – 12/31/2013 (12 Month Price)	32 Month Total:
Crystal Maintenance	\$17,500	\$10,500	\$28,000
Best Quality Cleaning	\$18,500	\$11,100	\$29,600
ECO Cleaning	\$18,666.66	\$11,199.96	\$29,866.62
Neat Cleaning	\$19,600	\$12,960	\$32,560
ABC Commercial	\$27,500	\$16,500	\$44,000

The contract will be for 8 months (May 1, 2011 through December 31, 2011) with an automatic renewal for 2012 and 2013 unless cancelled by the Village at least 60 days prior to the end of the term.

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends the approval of a resolution for a two year contract with Crystal Maintenance Services Corp. of Mt. Prospect, Illinois to provide Janitorial Services in the Village.

BUDGET IMPACT:

Not to exceed \$7,000 in FY2011, expected cost of \$10,500 in FY2012 and \$10,500 in FY2013

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Crystal Maintenance Services Corp. of Mt. Prospect, Illinois.

Resolution No.

**Authorizing a Contract to Crystal Maintenance
Services Corp. of Mt. Prospect, Illinois for Janitorial Services**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Crystal Maintenance Services Corp. of Mt. Prospect, Illinois to provide Janitorial Services in the not to exceed amount of \$7,000 for an eight-month term that is automatically renewed for two successive one-year terms (32 months total – anticipated total cost of \$28,000), unless cancelled by the Village at least 60-days before the end of the term; and

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BIDDER INFORMATION SHEET

NAME: (PRINT)

MONIKA TALAR

SIGNATURE:

Monika Talar

COMPANY NAME:
(PRINT)

CRYSTAL MGMT & MAINTENANCE SERVICES, CORP.

ADDRESS:

1099 WALL ST.

SUITE 504

MT. PROSPECT, IL 60056

TELEPHONE:

(847) 228-6555

FACSIMILE:

(847) 228-6588

EMAIL:

crystalmaintenance@ameritech.net

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

The bid must be in a sealed envelope plainly marked:
Janitorial Services – BID.

The bids must be received by **10:00am on April 5th, 2011** at which time they will be opened and publicly read.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

JANITORIAL BID PRICE SHEET

LOCATION	Monthly Unit Price May 1, 2011 – December 31, 2012	Total (20 Month) Unit Price May 1, 2011 – December 31, 2012
PNRC	\$ <u> </u>	\$ <u> </u>
Police Department	\$ 875.00	\$ 17,500.00
TOTAL:	\$ 875.00	\$ 17,500.00

LOCATION	Monthly Unit Price January 1, 2013 – December 31, 2013	Total (12 Month) Unit Price January 1, 2013 – December 31, 2013
PNRC	\$ <u> </u>	\$ <u> </u>
Police Department	\$ 875.00	\$ 10,500.00
TOTAL:	\$ 875.00	\$ 10,500.00

Options/Alterations:

N/A

Authorized Signature:

Janitorial

Title: GENERAL MANAGER Date: 4/4/11

Janitorial Services - BID

VENDOR:
CRYSTAL MGMT & MAINTENANCE SERVICES,
CORP.

Chewtaralar
Signature

GENERAL MANAGER
Title

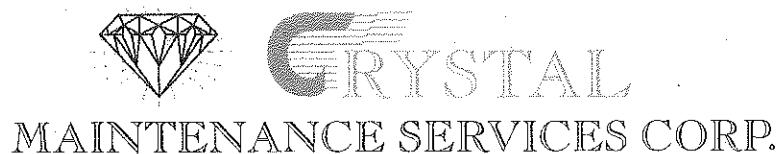
4/4/11
Date

Village of Bensenville:

Signature

Title

Date



Lake Center Plaza • 1699 Wall Street • Suite 504
Mount Prospect, Illinois 60056

Phone: (847) 228-6555
Fax: (847) 228-6588

OUR REFERENCES

1. Village of Winfield
27W 465 Jewell Rd.
Winfield, IL 60190
Contact: Kathy Grand
Phone: (630) 933 – 7111

2. Village of Northbrook
655 Huehl Road
Northbrook, IL 60062
Contact: Paul Risinger
Phone: (847) 272 – 4711 ext. 3214

3. Bensenville Park District
1000 W. Wood St.
Bensenville, IL 60106
Contact: Mark Rhodes
Phone: (630) 766 – 9280

4. LaGrange Public Library
10 W. Cossitt
LaGrange, IL 60525
Contact: Ken Vesperman
Phone: (708) 352 – 0576 x 21

5. City of Oak Forest
15440 S. Central Ave.
Oak Forest, IL 60452
Contact: David M. DeMarco
Phone: (708) 444 – 4831

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

RENTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: PHONE (AC, No, Ext): (773) 777-4443 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #		FAX (AC, No): (773) 777-4443
Blz Broker Inc 3357 N Harlem Chicago IL 60634 (773) 777-4443				
INSURED		INSURER A: Pekin Insurance Company		NAIC #
CRYSTAL MANAGEMENT & MAINTENANCE SERVICES CORP. 1699 WALL ST 504 MT PROSPECT IL 60056		INSURER B: Pekin Insurance Company		
		INSURER C: Pekin Insurance Company		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CL0123679-0	06/29/2010	06/29/2011	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMPIOR AGG					PRODUCTS - COMPIOR AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		CL0123679-0	06/29/2010	06/29/2011	COMBINED SINGLE LIMIT (Each accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	Hired AUTOS					\$
	NON OWNED AUTOS					\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CL0123679-0	06/29/2010	06/29/2011	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	00CU23191	06/29/2010	06/29/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS \$ 1,000,000
	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYED \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS ADDED AS AN ADDL INSURED WITH REGARDS TO GL POLICY

CERTIFICATE HOLDER

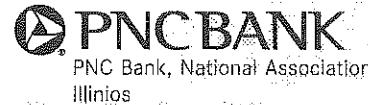
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Phone: () -
FAX: () -

1602



CASHIER'S CHECK

No. 109326

DATE APRIL 05, 2011

PAY TO THE
ORDER OF **VILLAGE OF BENSENVILLE**

\$ **875.00**

EIGHT HUNDRED SEVENTY FIVE AND 00 / 100*****

DOLLARS

CRYSTAL MNGT & MAINT

PNC Bank, National Association

REMITTER

OFFICIAL SIGNATURE

Security features
included.
Details on back.

MP

00109326 0719218910 4803863342

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: Resolution to approve an 8 month contract for Traffic Signal Maintenance with two automatic renewals unless cancelled by the Village at least 60 days prior to the end of the term.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 04/19/2011

BACKGROUND:

The Traffic Signal Maintenance contract provides for repair services and preventative maintenance to Village owned traffic signals and emergency preemption devices. The Village owned traffic signals are located on York Road at the intersections of Roosevelt, Green, Memorial, Jefferson, and George Streets.

KEY ISSUES:

A recent bid advertisement for Traffic Signal Maintenance was conducted resulting in bids submitted from 3 companies, bid prices are listed below:

Company:	5/1/2011 – 12/31/2012 (20 Month Price)	1/1/2013 – 12/31/2013 (12 Month Price)	32 Month Total:
Meade Electric Co. Inc.	\$15,200	\$9,600	\$24,800
Lyons Electric Co. Inc.	\$16,960	\$10,176	\$27,136
H & H Electric Co. Inc.	\$18,882	\$11,896	\$30,778

The contract will be for 8 months (May 1, 2011 through December 31, 2011) with an automatic renewal for 2012 and 2013 unless cancelled by the Village at least 60 days prior to the end of the term.

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends the approval of a resolution for a two year contract with Meade Electric of McCook, Illinois to provide Traffic Signal Maintenance service in the Village.

BUDGET IMPACT:

Not to exceed \$6,080 in FY2011, expected cost of \$9,120 in FY2012 and \$9,600 in FY2013

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Meade Electric, Inc. of McCook, Illinois.

Resolution No.

**Authorizing a Contract to
Meade Electric, Inc. for Traffic Signal Maintenance**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Meade Electric, Inc. of McCook, Illinois to provide Traffic Signal Maintenance service in the not to exceed amount of \$6,080 for an eight-month term that is automatically renewed for two successive one-year terms (32 months total – anticipated total cost of \$24,800), unless cancelled by the Village at least 60-days before the end of the eight-month term; and

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

BIDDER INFORMATION SHEET

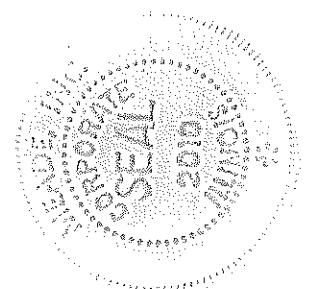
NAME: (PRINT) Michael K. Knutson

SIGNATURE: 

COMPANY NAME: Meade, Inc.
(PRINT)

ADDRESS: 9550 W. 55th Street, Suite A

McCook, IL 60525



TELEPHONE: 708-588-2542 - Tom Talbot - Project Manager

FACSIMILE: 708-588-6228

EMAIL: twt@meade100.com

SERVICE LOCATION, if different than above address:

Please Return to:

Corey Williamson
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque envelope plainly marked: Traffic Signal Maintenance - BID.**

The bids must be received by **10:00am on March 17th, 2011** at which time they will be opened and publicly read. It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

PRICE SHEET

Traffic Signal Maintenance

Location	Monthly Unit Price May 1, 2011 – December 31, 2012 Per Intersection	Total (20 Month) Unit Price May 1, 2011 – December 31, 2012 Per Intersection
Memorial Drive & York Road	\$ 150.00	\$ 3,000.00
George Street & York Road	\$ 150.00	\$ 3,000.00
Green Street & York Road	\$ 150.00	\$ 3,000.00
Jefferson Street & York Road	\$ 150.00	\$ 3,000.00
TOTAL:	\$ 600.00	\$ 12,000.00

Location	Monthly Unit Price January 1, 2013 – December 31, 2013 Per Intersection	Total (12 Month) Unit Price January 1, 2013 – December 31, 2013 Per Intersection
Memorial Drive & York Road	\$ 155.00	\$ 1,860.00
George Street & York Road	\$ 155.00	\$ 1,860.00
Green Street & York Road	\$ 155.00	\$ 1,860.00
Jefferson Street & York Road	\$ 155.00	\$ 1,860.00
TOTAL:	\$ 620.00	\$ 7,440.00

Emergency Vehicle Preemption Equipment Maintenance

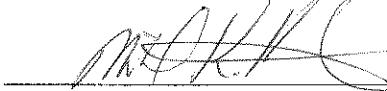
Location	Monthly Unit Price May 1, 2011 – December 31, 2012 Per Intersection	Total (20 Month) Unit Price May 1, 2011 – December 31, 2012 Per Intersection
Memorial Drive & York Road	\$ 40.00	\$ 800.00
George Street & York Road	\$ 40.00	\$ 800.00
Green Street & York Road	\$ 40.00	\$ 800.00
Jefferson Street & York Road	\$ 40.00	\$ 800.00
TOTAL:	\$ 160.00	\$ 3,200.00

Location	Monthly Unit Price January 1, 2013 – December 31, 2013 Per Intersection	Total (12 Month) Unit Price January 1, 2013 – December 31, 2013 Per Intersection
Memorial Drive & York Road	\$ 45.00	\$ 540.00
George Street & York Road	\$ 45.00	\$ 540.00
Green Street & York Road	\$ 45.00	\$ 540.00
Jefferson Street & York Road	\$ 45.00	\$ 540.00
TOTAL:	\$ 180.00	\$ 2,160.00

Traffic Signal Maintenance - BID

Options/Alterations:

Authorized Signature



Michael K. Knutson

Title: Vice President

Date: 3/17/11



time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 *et seq.*), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR: Meade, Inc.

Village of Bensenville:

Signature

Michael K. Knutson
Vice President
Title

Signature

Title

3/17/11

Date

Date

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2011

PRODUCER

ROBERT B MCMANUS, INC.
111 W Jackson Blvd #1134
Chicago, IL 60604
(312) 786-9090

INSURED
Meade, Inc.
9550 W. 55th St., Suite A
McCook, IL 60525

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: QBE Insurance Corp.	11515
INSURER B: Safety National Casualty Corp.	25615
INSURER C: Safety National Casualty Corp.	40142
INSURER D: Safety National Casualty Corp.	15105
INSURER E: Travelers	25674

COVERS

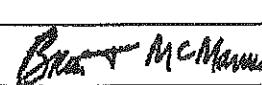
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR	MQG 00 100 - 1 XCU Coverage	06/25/10	06/25/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
	DEDUCTIBLE RETENTION \$				WC STATUS <input checked="" type="checkbox"/> TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AGC4043439-IL* *IL&IN Self-Ins.	01/01/11	01/01/13	
E	OTHER Property & Equipment	QT6308758M006-TI	06/25/10	06/25/11	All Risk Value

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Sample

CERTIFICATE HOLDER

CERTIFICATE HOLDER		CANCELLATION
Sample		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Meade, Inc.

5401 W. Harrison Street, Chicago, IL 60644

as Principal, hereinafter called the Principal, and Continental Casualty Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Bensenville

12 S. Center Street, Bensenville, IL 60106

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Traffic Signal Maintenance

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of March, 2011

John T. Muselli
(Witness)

Meade, Inc.

(Principal)

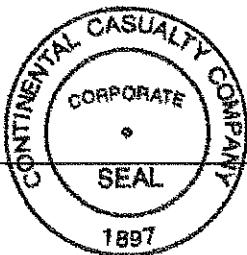
(Seal)

By: M. K. Landreth

Vice President

(Title)

May Ann Powell
(Witness)



Continental Casualty Company

(Surety)

(Seal)

By:

Mark K. Landreth

Susan K. Landreth

(Title)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Susan K. Landreth , Individually

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: Bid Bond

Principal: Meade, Inc.

Obligee: Village of Bensenville

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 20th day of January, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

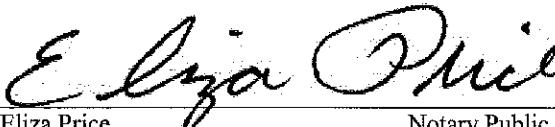

Stathy Darcy
Senior Vice President

State of Illinois, County of Cook, ss:

On this 20th day of January, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013


Eliza Price
Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17th day of March, 2011.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Mary A. Ribikawskis
Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

“Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

“Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

“Article VI—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

“Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

“Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

“RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company.”

REFERENCE LIST

Municipality: City of Naperville
Address: 400 S. Eagle Street, Naperville, IL 60566
Telephone #: 630-548-2958
Contact Name: Andy Hynes

Municipality: DuPage County, Division of Transportation
Address: 421 N. County FarmRoad, Wheaton, IL 60187
Telephone #: 630-407-6893
Contact Name: Dave Ziesemer

Municipality: Elk Grove Village
Address: 901 Wellington, Elk Grove Village, IL 600007
Telephone #: 847-420-6712
Contact Name: John Nicolas

Municipality: Kane County, Division of Transportation
Address: 411 W. 011 Burlington, ST. Charles, IL 60175
Telephone #: 630-584-1170
Contact Name: Tom Szabo

Municipality: Village of Lombard
Address: 255 E. Wilson Avenue, Lombard, IL 60148
Telephone #: 630-620-5988
Contact Name: Keith Surges

Municipality: City of Highland park
Address: 1150 Half Day Road, Highland Park, IL 60035
Telephone #: 847-432-0807
Contact Name: Robert McCraren

Municipality: City of Lockport
Address: 222 East Ninth Street, Lockport, IL 60441
Telephone #: 815-838-1705
Contact Name: Mike Greenan

Municipality: City of Park Ridge
Address: 505 Butler Place, Park Ridge, IL 60068
Telephone #: 847-384-9430
Contact Name: Brian Weibe

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: Resolution to approve an 8 month contract for Turf Chemical Maintenance with an automatic renewal unless cancelled by the Village at least 60 days prior to the end of the term.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: I & E (unanimous approval)

DATE: 04/19/2011

BACKGROUND:

This service provides fertilizer and weed control to designated locations throughout the Village.

KEY ISSUES:

The Village contracts turf chemical application services for fertilization and weed control to enhance the appeal of public lands and right-of-ways. A recent bid advertisement for Turf Chemical Maintenance was conducted resulting in bids submitted from 3 companies, bid prices are listed below:

Company:	2011 Price:	2012 Price:	Total:
Illini-Scapes	\$7,628	\$7,628	\$15,256
TruGreen	\$10,020	\$10,020	\$20,040
Spring Green	\$11,832	\$12,438	\$24,270

The contract will be for 8 months (May 1, 2011 through December 31, 2011) with an automatic renewal for 2012 unless cancelled by the Village at least 60 days prior to the end of the term.

ALTERNATIVES: N/A

RECOMMENDATION:

Staff recommends the approval of a resolution for a two year contract with Illini-Scapes Inc. to provide Turf Chemical Maintenance in the Village.

BUDGET IMPACT:

Not to exceed \$8,000 in FY2011, expected cost of \$8,000 in FY2012 (Cost slightly increased due to the addition of Memorial Park Detention Basin site)

ACTION REQUIRED:

Motion to approve a Resolution authorizing the Village Manager to execute a contract services agreement with Illini-Scapes Inc. of Romeoville, Illinois.

Resolution No.

**Authorizing a Contract to Illini-Scapes Inc. of Romeoville, Illinois
for Turf Chemical Maintenance Services**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Illini-Scapes Inc. of Mt. Romeoville, Illinois to provide Turf Chemical Maintenance Services in the not to exceed amount of \$8,000 for an eight-month term that is automatically renewed for one successive one-year term (20 months total – anticipated total cost of \$16,000), unless cancelled by the Village at least 60-days before the end of the term; and

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

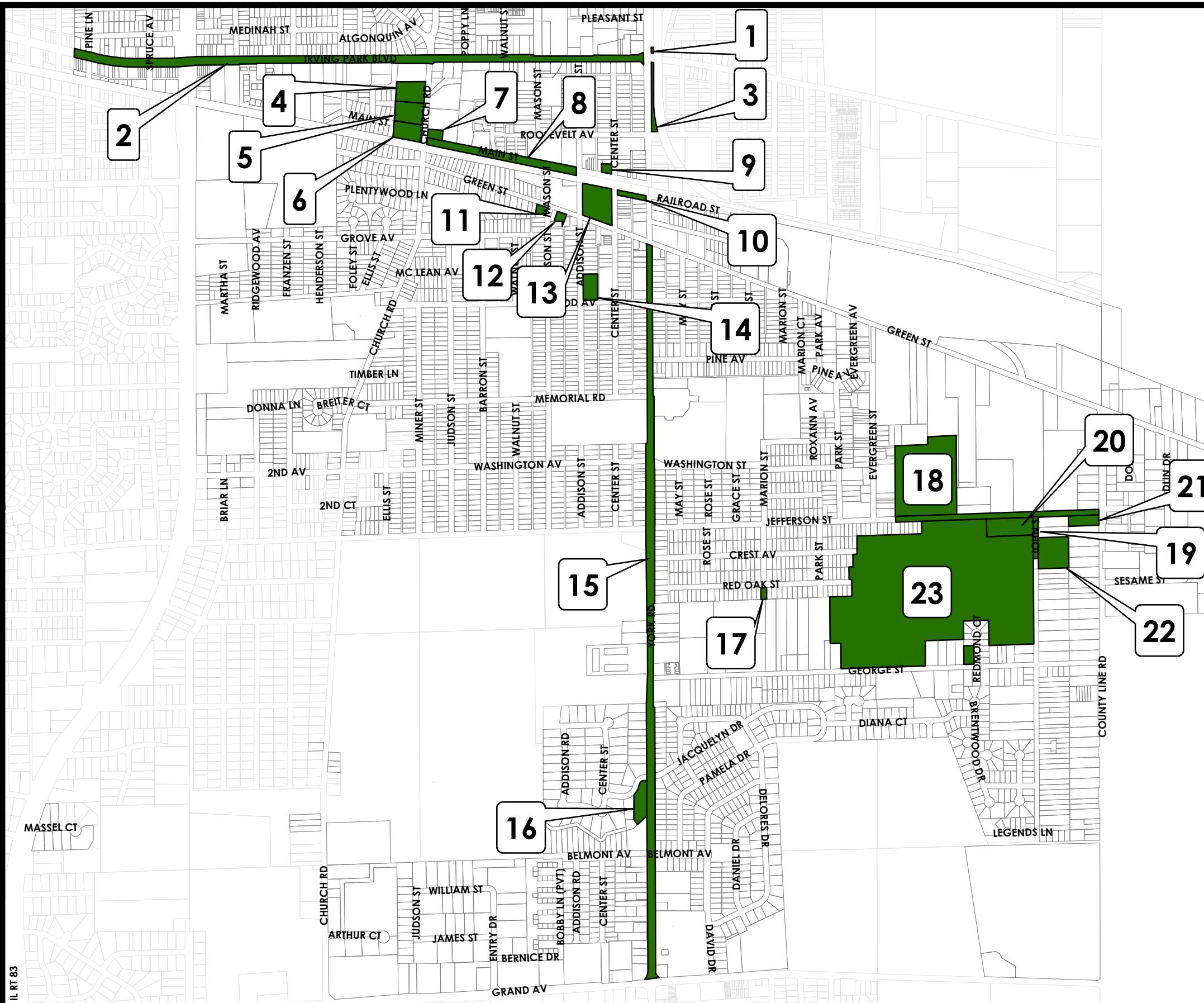
NAYS: _____

ABSENT: _____



Village of Bensenville

Lawn Chemical Application



Number	Name
1	NE and SE corners of York & Irving
2	Irving Park Road ROW from Pine to York
3	East side of York from Roosevelt to Irving Park
4	Hoffman Park plus ROW
5	Well House at 161 N. Church
6	Police Station Property, 100 N. Church
7	Pump Station & Detention Basin at Church & Main
8	Main St. ROW from Church to York
9	Northwest corner Main & Center
10	Railroad Av between York and Center
11	302 W Green St.
12	West Green Street vacant lot
13	Village Hall, Green to Railroad, Center to Addison
14	Lions Park- Addison and Wood, plus ROWs
15	York ROW from Green to Grand
16	West side of York from Forest View to Belmont
17	Marion and Red Oak South Lot
18	Public Works and WWTP Facility 717 E. Jefferson
19	Jefferson and John ROW- PW to County Line
20	Climbing Wall at Jefferson & John
21	Skate Park at Jefferson & County Line
22	Edge I, 545 S John St
23	Redmond Recreational Complex, plus ROWs
24	Redmond Ct. Drainage Basin

BIDDER INFORMATION SHEET

NAME: (PRINT)

Alex M Schuster

SIGNATURE:



COMPANY NAME:
(PRINT)

ADDRESS:

PO Box 8451

Romeoville IL 60446

TELEPHONE:

815-355-3422

FACSIMILE:

815-531-0052

EMAIL:

info@illini-scapes.com

SERVICE LOCATION, if different than above address:

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque envelope plainly marked:**
Turf Chemical Maintenance – BID.

The bids must be received by **10:00am on April 7th, 2011** at which time they will be opened and publicly read

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of a bid for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the bid.

2011 PRICE SHEET
Chemical Lawn Maintenance

LOCATION	Cost per Application 2011 Broadleaf Weed Only	Cost per Application 2011 Fertilizer & Broadleaf Weed Control
1.) Northeast and Southeast corners of York Rd. and Irving Park Rd.	X	\$ 30
2.) Irving Park Rd. ROW from Pine Ln. to York Rd.	X	\$ 42
3.) East side of York Rd. from Roosevelt to Irving Park Rd.	X	\$ 72
4.) Hoffman Park and adjacent ROW	X	\$ 160
5.) Well House at 161 N. Church Rd.	X	\$ 108
6.) Police Station Property, 100 N. Church Rd.	X	\$ 72
7.) Pump Station & Detention Basin at Church & Main	X	\$ 30
8.) Main St. ROW from Church Rd. to York Rd.	\$ 30	\$ 37
9.) Northwest Corner of Main & Center	X	\$ 30
10.) Railroad Ave between York Rd. and Center St.	X	\$ 30
11.) 302 W. Green St.	X	\$ 30
12.) West Green St. vacant lot beside bar	X	\$ 30

LOCATION	Cost per Application 2011 Broadleaf Weed Only	Cost per Application 2011 Fertilizer & Broadleaf Weed Control
13.) Village Hall (Green St. to Railroad Ave, Center St. to Addison St.)	X	\$ 51
14.) Lions Park, Addison and Wood and adjacent ROW	X	\$ 108
15.) York ROW from Green St. to Grand Ave.	\$ 38	\$ 80
16.) West side of York Rd. from Forestview to Belmont Ave.	X	\$ 116
17.) Marion and Red Oak (south lot)	\$ 30	\$ 30
18.) Public Works and WWTP Facility (717 E. Jefferson St.)	X	\$ 270
19.) Jefferson St. and John St. ROW – PW to County Line	X	\$ 30
20.) Climbing Wall at Jefferson St. and John St.	\$ 30	\$ 33
21.) Skate Park at Jefferson St. and County Line Rd.	\$ 30	\$ 33
22.) Edge I at 545 John Street	X	\$ 30
23.) Redmond Recreational Complex and adjacent ROW	X	\$ 2190

Turf Chemical Maintenance – BID

24.) Redmond Ct. Drainage Basin	X	44
Total:	\$ 128	\$ 3686
YEARLY TOTAL:	\$ 256	\$ 7372

2012 PRICE SHEET
Chemical Lawn Maintenance

LOCATION	Cost per Application 2012 Broadleaf Weed Only	Cost per Application 2012 Fertilizer & Broadleaf Weed Control
1.) Northeast and Southeast corners of York Rd. and Irving Park Rd.	X	\$ 30
2.) Irving Park Rd. ROW from Pine Ln. to York Rd.	X	\$ 42
3.) East side of York Rd. from Roosevelt to Irving Park Rd.	X	\$ 72
4.) Hoffman Park and adjacent ROW	X	\$ 97
5.) Well House at 161 N. Church Rd.	X	\$ 65
6.) Police Station Property, 100 N. Church Rd.	X	\$ 72
7.) Pump Station & Detention Basin at Church & Main	X	\$ 30
8.) Main St. ROW from Church Rd. to York Rd.	\$ 30	\$ 37
9.) Northwest Corner of Main & Center	X	\$ 30
10.) Railroad Ave between York Rd. and Center St.	X	\$ 30
11.) 302 W. Green St.	X	\$ 30
12.) West Green St. vacant lot beside bar	X	\$ 30

Turf Chemical Maintenance – BID

LOCATION	Cost per Application 2012 Broadleaf Weed Only	Cost per Application 2012 Fertilizer & Broadleaf Weed Control
13.) Village Hall (Green St. to Railroad Ave, Center St. to Addison St.)	X	\$ 51
14.) Lions Park, Addison and Wood and adjacent ROW	X	\$ 108
15.) York ROW from Green St. to Grand Ave.	\$ 38	\$ 80
16.) West side of York Rd. from Forestview to Belmont Ave.	X	\$ 116
17.) Marion and Red Oak (south lot)	\$ 30	\$ 30
18.) Public Works and WWTP Facility (717 E. Jefferson St.)	X	\$ 270
19.) Jefferson St. and John St. ROW – PW to County Line	X	\$ 30
20.) Climbing Wall at Jefferson St. and John St.	\$ 30	\$ 33
21.) Skate Park at Jefferson St. and County Line Rd.	\$ 30	\$ 33
22.) Edge I at 545 John Street	X	\$ 30
23.) Redmond Recreational Complex and adjacent ROW	X	\$ 2190

Turf Chemical Maintenance – BID

24.) Redmond Ct. Drainage Basin	X	44
Total:	\$ 128	\$ 3686
YEARLY TOTAL:	\$ 256	\$ 7372

Options/Alterations:

Authorized Signature



Title: President

Date: 4-7-11

VENDOR:

Ally Mathews

Signature

President

Title

4-8-11

Date

Village of Bensenville:

Signature

Title

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # 13689

KNOW ALL MEN BY THESE PRESENTS, that we ASE ILLINI-SCAPES INC.

1514 Waverly Place Joliet, IL 60435

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **GRANITE RE, INC.**

14001 Quailbrook Drive Oklahoma City, OK 73134

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of **OK**

as Surety, hereinafter called the Surety, are held and firmly bound unto **VILLAGE OF BENSENVILLE**

12 South Center Street Bensenville, IL 60106

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid----- \$ 762.8 Dollars (\$ 5 %),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Turf Chemical Maintenance

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of **April 2011**

ASE ILLINI-SCAPES INC.

(Principal)

(Seal)

Mark C. Shuster
(Witness)

GRANITE RE, INC.

(Surety)

(Seal)

Peter R. Johnson
(Title)

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____
County of _____

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that ___ he ___ executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____
County of _____

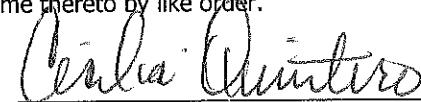
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he executed the same as for the act and deed of the said co-partnership.

Notary Public

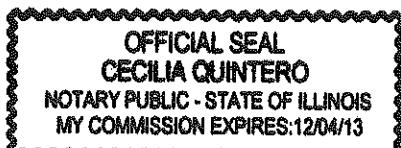
ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Illinois
County of Will

On this 6 day of April, in the year 2011, before me personally come(s) ALEX SCHUSTER, to me known, who, being duly sworn, deposes and says that he is the President of the ACE Illu-Scapes Inc the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



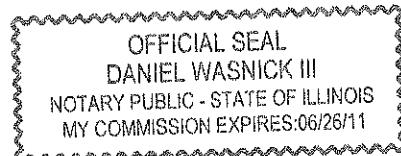
Cecilia Quintero
Notary Public

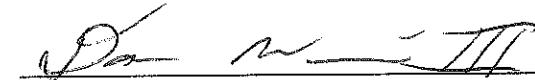


ACKNOWLEDGMENT OF SURETY

State of Illinois
County of Cook

On this 4th day of April, in the year 2011 before me personally come(s) Peter R. Johnson, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he signed said instrument as Attorney(s)-in-Fact of the said company by like order.





Daniel Wasnick III, Notary Public

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PETER R. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

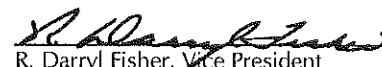
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PETER R. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Secretary/Treasurer, this 23rd day of October, 2008.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


R. Darryl Fisher, Vice President


Rodman A. Frates, Secretary/Treasurer

On this 23rd day of October, 2008, before me personally came R. Darryl Fisher, Vice President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said R. Darryl Fisher and Rodman A. Frates were respectively the Vice President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as Vice President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
May 9, 2012
Commission # 00005708




Notary Public

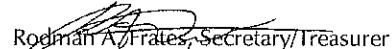
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
4th day of April, 2011.




Rodman A. Frates, Secretary/Treasurer



ASE Illini-Scapes Inc.

"Your site solution provider"

www.illini-scapes.com

P.O box 8451

Romeoville IL 60446

Office 815-355-3422

Fax 815-531-0052

References

Sybert Landscape
Andy Sybert
Sr Project Manager
815-955-1446
PO Box 7623 Romeoville IL 60446
Acres – 50

Village of Deer Park
Jim Connors
Village Administrator
847-726-1648
23680 W Cuba Rd Deer Park, IL 60010
Acres- 29

Arlington Heights Park District
Jeff Lindstrom
847-577-3058
410 N. Arlington Heights Road
Arlington Heights IL 60004
Acres- 34 acres

Equipment List

2000 Ford F250
1999 Ford F550
2010 Kubota RTV500 with 2009 Turfex Spreader
2006 Permagreen Magnum
2005 50 gallon Lesco Skid sprayer
2009 50 gallon Lesco Skid sprayer
2005 200 gallon Lesco Skid Sprayer
Miscellaneous push spreaders
Multiple Backpack and handheld Blowers

TYPE: Resolution

SUBMITTED BY: Joe Caracci

DATE: 04/20/2011

DESCRIPTION: Resolution to approve an engineering services agreement with Strand Associates, Inc. to perform engineering services associated with the development of the Village of Bensenville Wastewater Treatment Plant Facility Plan

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: I & E (unanimously approved)

DATE: 04/19/2011

BACKGROUND: The Village of Bensenville owns a 4.7 MGD Wastewater Treatment Plant (WWTP). The plant was built and put into operation in 1947. Much of the original equipment is still in use, however, some of the treatment equipment are beyond their serviceable life.

The Village needs to look at extensive planning and infrastructure improvements in order to assure the plant's compliance into the future. In order to best assess the plant's operational requirements for the future, we sought professional assistance to analyze the existing equipment and operational needs so that a rehabilitation schedule may be developed to assure future compliance with our NPDES permit.

KEY ISSUES: As part of the January 2011 RFQ/RFP Process for Engineering Services, interested engineering firms were asked to submit proposals to complete a comprehensive WWTP Facility Plan for the Village of Bensenville. Our recently approved short list of wastewater engineers was asked to follow-up their proposals by submitting one of their completed Facility Plans that they felt best mirrored the scope of work and challenged faced with our proposed plan. The evaluation team reviewed these plans and has selected Strand Associates, Inc. as the best qualified firm to perform this project.

Strand's submitted Scope of Services accurately identifies our intended desires for the Facility Plan. The proposed compensation level has been negotiated to a cost of \$150,000. The proposed schedule has also been condensed to achieve an October 21, 2011 draft submittal for Village Board consideration. An optional \$29,000 fee has been added should the need to conduct an anti-degradation analysis be necessary (based on potential opportunities to expand the plant to meet needs of the Village of Woodale – if necessary we would seek a reimbursement from Woodale for these services).

ALTERNATIVES: N/A

RECOMMENDATION: Approval of an engineering services agreement with Strand Associates, Inc. to develop the Village of Bensenville WWTP Facility Plan

BUDGET IMPACT: This item has been budgeted in the current FY2011 budget at \$150,000.

ACTION REQUIRED: A motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Strand Associates, Inc. of Madison, WI to perform the necessary engineering to develop the Village of Bensenville WWTP Facility Plan.

Resolution No.

**Authorizing the Execution of a Purchase Order and Engineering Services
Agreement for the development of the Village of Bensenville WWTP Facility Plan
to
Strand Associates, Inc.**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Strand Associates, Inc. of Madison, WI for engineering designs services for the development of the Village of Bensenville WWTP Facility Plan for an amount of \$179,000.

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

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville Department of Public Works

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

Memorandum 2011-11

Date: April 11, 2011
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Wastewater Treatment Plant Facility Plan Engineering Recommendation

The Village of Bensenville owns a 4.7 MGD Wastewater Treatment Plant (WWTP) located at 711 E. Jefferson Street in Bensenville (located behind the Public Works Facility). The plant was built and put into operation in 1947. The WWTP is currently operated by others (United Water) under contract.

Since the original construction, the plant has undergone an expansion in 1960 and added an activated sludge system in 1978. Other minor improvements have been made over the years through the Village's maintenance program to improve treatment capabilities. Much of the original equipment is still in use, however, some of the treatment equipment are beyond their serviceable life.

The Village needs to look at extensive planning and infrastructure improvements in order to assure the plant's compliance into the future. In order to best assess the plant's operational requirements for the future, we sought professional assistance to analyze the existing equipment and operational needs so that a rehabilitation schedule may be developed to assure future compliance with our NPDES permit.

As part of the January 2011 RFQ/RFP Process for Engineering Services, interested engineering firms were asked to submit proposals to complete a comprehensive WWTP Facility Plan for the Village of Bensenville. The scope of services sought by the VILLAGE included the provision of all required labor, materials, and equipment related to the eventual development of a comprehensive Facility Plan.

The design efforts are to address, but are not limited to, the following:

- Evaluation of flow capacity
- Summarizing and Describing the Wastewater System.
- Describing the Service Level Goals for the system.
- Projecting Wastewater collection demand for the 6 year, 20 and 50 year planning horizon.
- Evaluating the Wastewater Treatment System and identifying deficiencies.

- Analyzing available engineering and financial alternatives for maintenance and system improvements.
- Recommending updates to the capital improvement program and operational structure of the Wastewater Collection and Facility System.
- Identifying any regulatory concerns for the collection and facilities system.
- If IEPA funding is identified as potential funding source, adequate documentation shall be included in the facility plan to qualify under IEPA standard application requirements.
- Investigate the potential for intergovernmental cooperation with neighboring facilities / municipalities to improve or relieve overall efficiencies of our WWTP.
- Provide a transitional plan for the potential of converting the WWTP operations from a contracted service to in-house operations.

The Facility Plan will consist of a final document that will include the following Sections:

- Executive Summary
- 1. Introduction
- 2. Existing Wastewater Conveyance Facilities
- 3. Existing Wastewater Treatment Facilities
- 4. Waste Load and Flow Forecasts
- 5. Evaluation of Existing Facilities
- 6. Identification and Evaluation of Treatment Alternatives
- 7. Selection of Recommended Alternatives
- 8. Environmental Impact Study
- 9. Public Participation
- 10. Antidegradation Analysis (if required)

The final draft document will be submitted to the Illinois Environmental Protection Agency (IEPA) for approval. This approval will be necessary in order to qualify for a number of different funding opportunities including grant funding (if available) and the IEPA Revolving Loan Fund Program.

Our recently approved short list of wastewater engineers was asked to follow-up their proposals by submitting one of their completed Facility Plans that they felt best mirrored the scope of works and challenges faced with our proposed plan. The evaluation team reviewed these plans and has selected Strand Associates, Inc. as the best qualified firm to perform this project.

Attached to this memorandum is a draft Agreement for Engineering Services that identifies Scope of Services, Compensation, and Schedule. The Scope of Services accurately identifies our intended desires for the Facility Plan. The proposed compensation level has been negotiated to a cost of \$150,000. The proposed schedule has also been condensed to achieve an October 21, 2011 draft submittal for Village Board consideration. This schedule will allow for Village Board comment (and hopeful approval) during our FY2012 budget preparation. Final adoption is expected in May 2012, which includes a six month review by IEPA.

One particular item(s) worthy of mention deals with work elements 26-32. As part of the project we have asked the engineer to research potential opportunities that may exist with the village of Woodale that may assist them with treatment deficiencies. Should opportunities exist that may be incorporated into proposed future upgrades to our WWTP, additional flow would be expected at our plant and thus additional discharge into our streams. This additional flow into our streams triggers the need to perform an antidegradation analysis as part of the Facility Plan. Strand has identified the work effort and fee associated with this analysis at \$29,000. Should this analysis need to be performed, I would anticipate this fee being reimbursed by Woodale as it would be a requirement based on their desires and needs.

Strand Associates, Inc. is a very reputable engineering firm based out of Madison, WI with local offices in Joliet. They are considered experts in the field of wastewater engineering and bring with them a very impressive project team. They have performed a number of similar Facility Plans, with an almost identical plan to the Village of Bensenville being Deerfield. A comparison of the two facilities is noted attached.

It is staff's recommendation to enter into an engineering services agreement with Strand Associates, Inc. for the development of the Wastewater Treatment Plant Facility Plan in the not to exceed amount of \$179,000, which includes an optional \$29,000 fee to conduct an antidegradation analysis (if required). This project has been approved in the current budget and should be charged to Account #51080880 536515 (Wastewater Engineering Services).

Enc. March 9, 2011 email – Comparing VOB WWTP with Village of Deerfield WWTP

Draft Engineering Services Agreement dated April 11, 2011

Strand Facility Plan Proposal

910 West Wingra Drive
Madison, WI 53715
Phone: 608-251-4843
Fax: 608-251-8655

April 11, 2011

Office Locations

Madison, WI
Joliet, IL
Louisville, KY
Lexington, KY
Mobile, AL
Columbus, IN
Columbus, OH
Indianapolis, IN
Milwaukee, WI
Cincinnati, OH
Phoenix, AZ

www.strand.com

Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

Attention: Mr. Joseph M. Caracci, P.E., Director of Public Works

Re: Agreement for Engineering Services
Wastewater Treatment Plant Facility Plan

This is an Agreement between the Village of Bensenville, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the wastewater treatment plant (WWTP) facility plan project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER:

1. Prepare a request for information to submit to OWNER of desired data and documentation for planning services.
2. Review regulatory parameters related to the WWTP discharge, the proposed effluent limits, and potential for more stringent limits.
3. Review OWNER-provided existing documentation, site conditions, existing site documentation related to zoning, and permit requirements.
4. Review planning or collection system documents provided by OWNER affecting the WWTP flows and loadings.
5. Perform a review of existing collection system mapping, service area topographic mapping, and pumping station drawings provided by OWNER. Summarize known deficiencies in the collection system based on interviews and previous work done by OWNER. Review background information and data including the need for a comprehensive infiltration/inflow analysis, sewer system evaluation survey, flow monitoring, or other collection system activities. Advise OWNER regarding the potential need for these items.
6. Prepare a preliminary list of alternatives to consider for WWTP upgrades.
7. Attend a kickoff meeting with OWNER to review project scope, available information, project goals, funding options, schedule, Village Board and management goals, operations goals, maintenance goals, unit process review, list of potential alternatives for WWTP upgrades, schedule for site visits, permitting, environmental issues, stakeholder involvement, and communication planning.

8. Prepare Facility Plan *Section 1—Introduction, Section 2—Existing Wastewater Conveyance Facilities, and Section 3—Existing Wastewater Treatment Facilities*. These sections will include background information with a summary of the existing collection, conveyance, and treatment facilities, sewer service area, and facilities planning area. Sections 2 and 3 will include existing WWTP influent flow and loading data analyses, as well as WWTP effluent data and performance evaluation.
9. Prepare and submit Technical Memorandum No. 1 to OWNER, which will summarize the services provided for Sections 1 through 3.
10. Prepare Facility Plan *Section 4—Waste Load and Flow Forecasts*. Solicit population data from OWNER and the Chicago Metropolitan Area Planning (CMAP) agency, as appropriate. Evaluate existing wastewater flow and loading data and population projections by others to estimate current and future design wastewater flows and loadings. If necessary, contact the Illinois Environmental Protection Agency (IEPA) regarding the potential permit limits for an expanded WWTP.
11. Prepare and submit Technical Memorandum No. 2 to OWNER, which will summarize the services provided for Section 4.
12. Meet with OWNER for Working Session No. 1 to discuss and obtain input on the services provided.
13. Prepare Facility Plan *Section 5—Evaluation of Existing Facilities*. Perform technical evaluations of existing WWTP facilities including plant hydraulics; unit processes; operations and maintenance, including discussions with WWTP staff; structural, mechanical/heating, ventilation, and air-conditioning (HVAC), and electrical systems; and SCADA.
14. Prepare Facility Plan *Section 6—Identification and Evaluation of Treatment Alternatives*. Identify and perform a cost-benefit analysis of up to three alternative wastewater treatment schemes. This analysis will consider capital costs as well as the present worth of long-term operation, maintenance, and replacement (OM&R) costs. Nonmonetary issues such as reliability, flexibility, constructability, ease of operation, and environmental soundness will also be evaluated. Alternatives and recommendations will be included for biosolids management, activated sludge, and disinfection.
15. Prepare and submit Technical Memorandum No. 3 to OWNER, which will summarize the services provided for Sections 5 and 6.
16. Meet with OWNER for Working Session No. 2 to discuss and obtain input on the services provided.
17. Prepare Facility Plan *Section 7—Selection of Recommended Alternatives*. Prepare a plan for wastewater treatment including preliminary site layout, preliminary design criteria, and recommendations on staging of construction. Prepare opinion of probable construction cost, OM&R costs, and preliminary schedule of implementation. Develop financial information, preliminary cost allocations, and preliminary user charges for the recommended plan. This will include a review and summary of potential funding sources such as low interest loans and grants.

18. Prepare Facility Plan *Section 8—Environmental Impact Summary*. Summarize environmental impacts of recommended alternatives. Request environmental sign-offs, if necessary, from the appropriate agencies including the following: Illinois Department of Natural Resources sign-off for endangered species, natural areas, and Wetlands Policy Act; Illinois State Clearinghouse sign-off; Illinois Department of Agriculture sign-off; and Illinois Historic Protection Agency sign-off.
19. Prepare and submit Technical Memorandum No. 4 to OWNER, which will summarize the services provided for Sections 7 and 8.
20. Meet with OWNER for Working Session No. 3 to discuss and obtain input on the services provided.
21. Prepare up to 10 copies of a preliminary draft Facility Plan. Submit to OWNER and IEPA for review and input.
22. Present the results of the preliminary draft Facility Plan to the Village Board.
23. Assist OWNER in preparing for and conducting a public hearing after receipt of the IEPA's Preliminary Environmental Impact Determination. OWNER shall be responsible for any advertising and publishing requirements and for compiling the record of the hearing. The public hearing documentation will then be submitted to the IEPA for final approval.
24. Incorporate OWNER and/or IEPA comments into the Facility Plan and complete the final version of the plan, including *Section 9—Public Participation* which will include the documentation from the public hearing.
25. Provide up to 10 copies of the final Facility Plan to OWNER and submit three copies to the IEPA for approval. The final Facility Plan is expected to include the following Sections:
 - a. *Executive Summary*
 - b. *Section 1—Introduction*
 - c. *Section 2—Existing Wastewater Conveyance Facilities*
 - d. *Section 3—Existing Wastewater Treatment Facilities*
 - e. *Section 4—Waste Load and Flow Forecasts*
 - f. *Section 5—Evaluation of Existing Facilities*
 - g. *Section 6—Identification and Evaluation of Treatment Alternatives*
 - h. *Section 7—Selection of Recommended Alternatives*
 - i. *Section 8—Environmental Impact Summary*
 - j. *Section 9—Public Participation*
 - k. *Section 10—Antidegradation Analysis (if required)*
26. Perform an antidegradation analysis for the new or expanded WWTF discharge. This will include a review of alternative receiving streams, treatment systems that do not discharge to surface waters, the potential for effluent reuse, and the cost/benefit and user affordability of higher levels of treatment.



27. Perform dissolved oxygen modeling of the proposed discharge receiving stream using a modified version of the Streeter-Phelps model to predict changes in oxygen deficit as a function of biochemical oxygen demand exertion, nitrogenous oxygen demand exertion and stream aeration.
28. Prepare Facility Plan *Section 10–Antidegradation Analysis (if required)*.
29. Prepare National Pollutant Discharge Elimination System (NPDES) permit application for review by OWNER.
30. Hold one meeting, if required, with IEPA, Environmental Advocacy Groups, and OWNER to discuss permit application.
31. Submit NPDES permit application to the IEPA and respond to IEPA comments. Participation in any public hearings, if requested, related to the NPDES permit is not included.
32. Prepare CMAP Application for Water Quality Management Plan Amendment, if necessary, and attend one meeting.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Amendment of OWNER's Facility Planning Area: Any services of this type required to be provided by ENGINEER will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
4. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
5. Comprehensive Infiltration/Inflow Analysis Report and Sewer System Evaluation Survey: These analyses, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

6. Endangered Species Surveys and Wetland Delineation/Mitigation: Any such services, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
7. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
8. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.
9. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
10. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
11. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
12. Preparation of Intermunicipal or Other Agreements for Service: Any services of this type required to be provided by ENGINEER will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
13. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
14. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
15. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
16. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

17. Stream Sampling and Biological Monitoring: Any services of this type will only be performed if required by IEPA and will require an amendment to this Agreement.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$165,000 for items 1 through 25 and \$29,000 for items 26 through 32.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on April 26, 2011. The preliminary draft Facility Plan identified in the **Scope of Services** will be completed by about October 21, 2011. Services are scheduled for completion on May 14, 2012, anticipating six months review by IEPA.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.



2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and shall render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Observation Services

In furnishing Observation Services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.



2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA, or other governing regulatory agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.



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Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.[®]

OWNER:

VILLAGE OF BENSENVILLE

DRAFT

Matthew S. Richards
Corporate Secretary

Date

Frank S. Sto
Village President

Date

DRAFT

JoEllen Kidder
Village Clerk

Date

DRAFT

Project Understanding and Approach

Communication Delivers Stakeholder Buy-In

Our project team understands the issues and will provide a plan that meets Bensenville's expectations.

Project Background

Bensenville owns and operates an existing 4.7-mgd wastewater treatment plant (WWTP) that was built around 1947. The plant was expanded in 1960 and added an activated sludge system in 1978. Other minor improvements were completed over the years but much of the equipment and processes are beyond their useful life. All flows entering the plant pass through a channel monster for screenings grinding and aerated grit removal. Dry weather flows up to 4.7 mgd go through a first-stage of treatment consisting of primary clarification, pumping, and trickling filters. Operation staff, on a recent tour, indicated 3.5 mgd is the actual maximum flow they are able to take through first-stage treatment.

After first-stage treatment, flow is pumped again to a diversion structure where up to 10 mgd of flow is directed to the aeration tanks for nitrification, final clarification, tertiary filtration, and chlorination/dechlorination. Flow in excess of 10 mgd is diverted to the excess flow system comprised of an excess flow clarifier with disinfection by chlorination prior to combining with the completely treated effluent prior to discharge. Staff has indicated they have treated peak flows up to 28 to 30 mgd.

Primary sludge is anaerobically digested and waste activated sludge from the final clarifiers is aerobically digested. The digested biosolids are mixed prior to dewatering with a belt filter press. Dewatered biosolids are disposed of by agricultural land application.

In addition to treatment, Bensenville is interested in continuing to address issues related to Infiltration/Inflow (I/I), Sewer System Evaluation Surveys (SSES), and collection system rehabilitation. However, these issues are not included in the current Request for Proposal (RFP).

Stakeholder Communication

The most important element of our approach is keeping staff informed, while providing ample and consistent opportunities for Bensenville's input. In addition, communication and coordination with other stakeholders including Illinois Environmental Protection Agency (IEPA), Illinois Department of Natural Resources (IDNR), and environmental, neighborhood, and citizen groups is key to project success. Open communications and other means of outreach has resulted in successful direction for

our projects in the past. This historical success suggests that these methods will be effective during this project to inform the general public (rate payers in particular) and establish project buy-in.

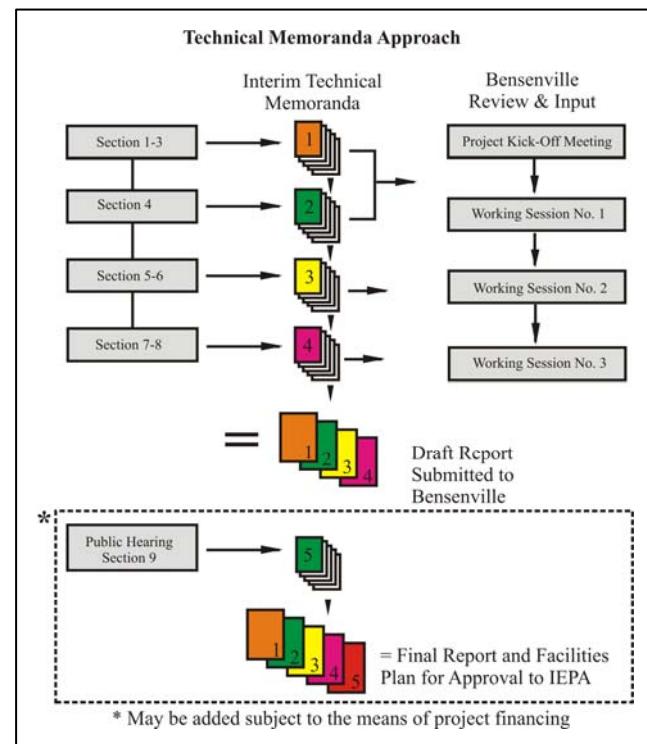
Having utilized effective communication methods on other projects, we will assist Bensenville in facilitating Web site, PowerPoint, and paper-based notices, scheduling, stakeholder meetings, and related forms of project communication, if desired.

Frequent and Consistent Communication

As the adjacent figure shows, we propose to divide the overall study effort into a series of interim technical memoranda culminating in the submittal of a final technical memorandum – Wastewater Facility

Plan – Bensenville. Bensenville will be asked to review and provide comments on each interim technical memo. Each subsequent memo builds on the previous. The final report will be a compilation of all technical memoranda previously submitted and reviewed by key personnel and stakeholders. The final report will be submitted to Bensenville and then IEPA for review and approval.

The accompanying graphic shows how the final report will be developed.



Thorough Understanding of Project Needs Will Lead to Most Cost-Effective Short-Term and Long-Term Solutions

In preparing our project approach, we reviewed and toured the existing Wastewater Treatment Plant. We also designed minor improvements in the plant in the past, including the dechlorination facilities, and are familiar with the plant. *Exhibit 1* shows an aerial view of the existing plant site, highlights areas of concern identified with plant staff, and suggests alternatives to consider during planning that would reduce costs, increase operational efficiency, and serve Bensenville's needs well into the future.

Aeration Tanks – Long Term Solution
Aeration tank capacity would be insufficient if trickling filters were removed from service. However better alternatives exist to expand capacity and design for Biological Nutrient Removal. Existing final clarifiers and aerobic digesters could be converted to aeration tanks saving both space and capital cost.

Aeration Tanks – Short Term Solution
Existing aeration equipment and blowers are older technology. New blower and diffuser technology leads to substantial energy savings as aeration can account for 40 – 50% of energy demand at a wastewater treatment plant.

Final Clarification
Existing final clarifier equipment and tank layout uses older technology and leads to inefficiencies related to sludge and scum withdrawal and overall clarifier performance. Newer technology should be evaluated including properly-sized, circular final clarifiers which, with improved performance, could allow the tertiary filters to be eliminated.

Aerobic Digestion
If aerobic digestion facilities are converted to aeration tanks new state of the art aerobic digestion facilities would be required.

Biosolids Dewatering – Long Term
New biosolids dewatering facilities should be evaluated including centrifuge dewatering to obtain higher cake solids which reduces hauling and disposal costs.

Preliminary Treatment Facilities
Existing comminutors and aerated grit removal are older technology and have reached the end of their useful life. New mechanical fine screening and vortex grit removal leads to operational efficiencies related to substantially reducing grit and screening material (rags, etc.) from accumulating in downstream process tanks, pumps and ultimately in the land-applied biosolids .

Anaerobic Digestion

Continued use of Anaerobic Digestion should be evaluated. If primary clarifiers are removed from service anaerobic digestion facilities should also be eliminated. Currently all the methane gas is flared to the atmosphere. Consequently, several thousand dollars of natural gas is needed to heat the digesters

Primary Clarification

Continued use of Primary Clarification should be evaluated as major renovation is needed to clarifiers and pumping systems.

Trickling Filter Influent Feed Pumps

Pumping multiple times at a wastewater plant increases power costs because pumping can account for 15 – 20% of total energy demand. These pumps could be eliminated if the trickling filters and primary clarifiers are removed from service.

Trickling Filters

One of the three trickling filters is currently inoperable. Condition of the other two will require substantial modifications for continued use. In addition, future regulations for stringent phosphorus and nitrogen removal would also justify removal from service.

Trickling Filters

Demolishing the trickling filters allows space for constructing new tanks such as circular final clarifiers and aerobic digestion/dewatering in this area.

Chlorine Disinfection

Alternatives such as ultraviolet light disinfection for the fully treated effluent should be considered for operational efficiency and to reduce chemical use for chlorination and dechlorination. Chlorination and dechlorination typically required for excess flow discharge.

Tertiary Filtration

Continued use of tertiary filtration should be evaluated if newer final clarification technology is used. Ultimately use of tertiary filtration may hinge on how stringent future effluent phosphorus limits are.

Excess Flow Facilities – Short Term
Excess flow clarification equipment currently does not operate. Alternative methods to remove sludge after the excess flow event should be evaluated.

Excess Flow Facilities – Long Term

Continued use of excess flow facilities should be evaluated because of potential future regulations not allowing excess flow and blending facilities.

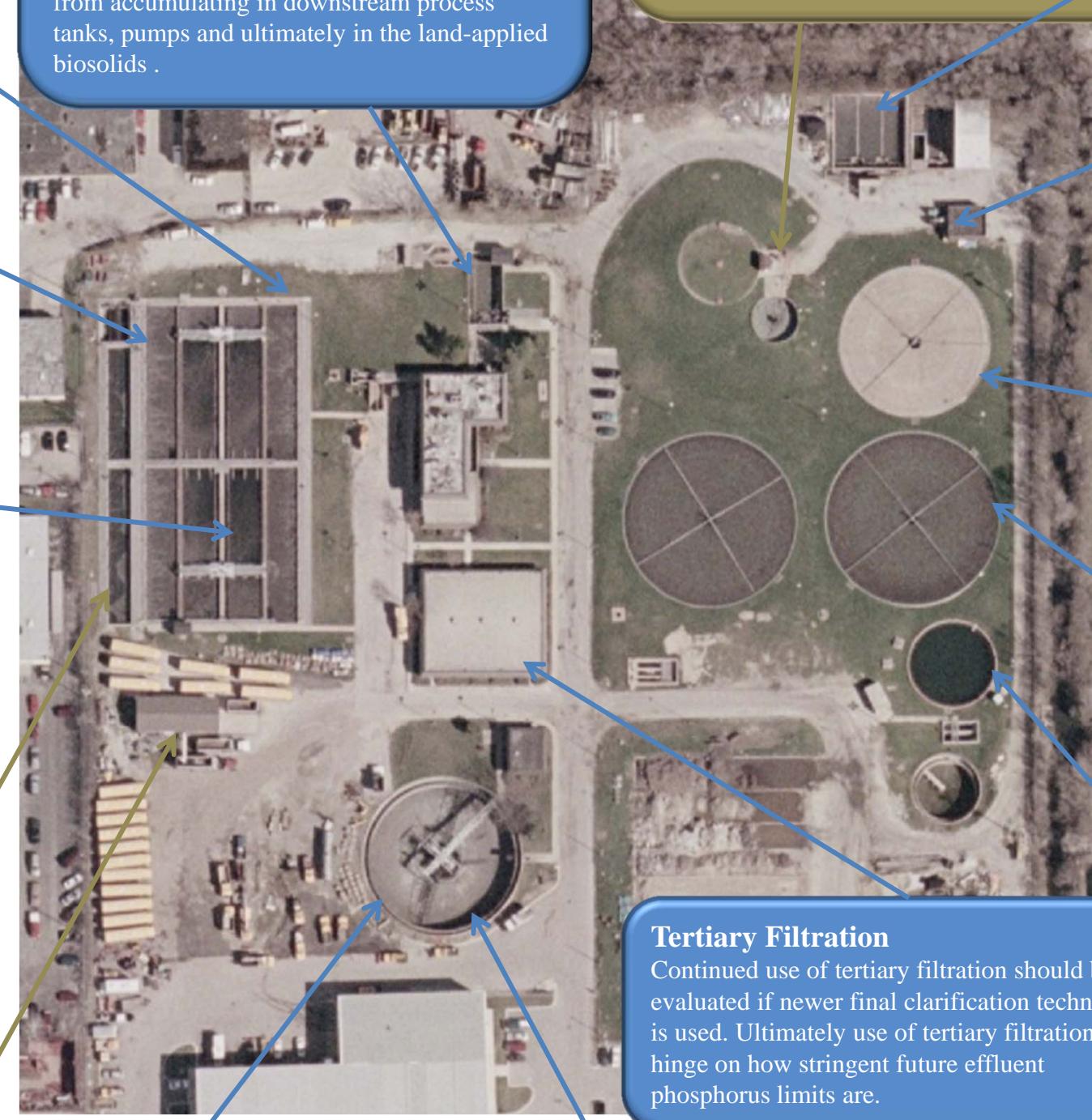
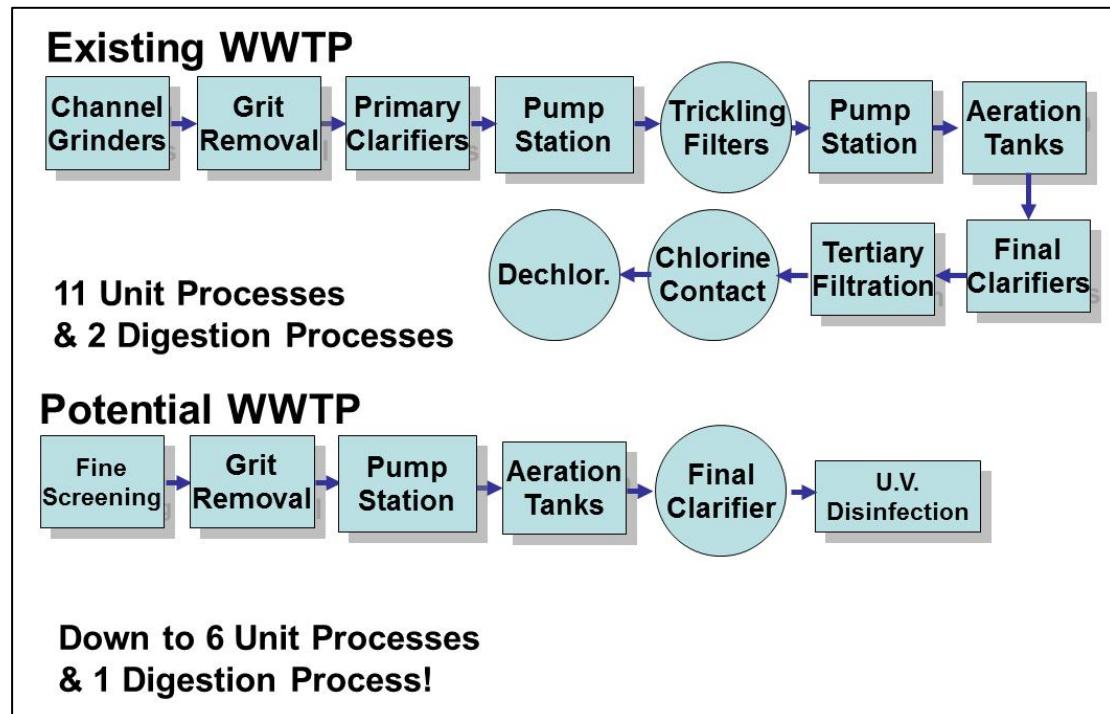


Exhibit 1

Existing Wastewater Treatment Plant Aerial

Thorough Understanding of Project Needs Will Lead to Most Cost-Effective Short Term and Long Term Solutions

One alternative for evaluation during planning is to maintain most of the existing 30- to 50-year-old infrastructure and process technology, generally replacing existing mechanical equipment, and performing rehabilitation of the existing structures. However, this alternative does not provide flexibility to adapt to anticipated regulatory changes nor does this alternative consider evaluating current technology that may be more cost-effective and easier to operate than existing unit process technologies. The other disadvantage of this alternative is that the existing WWTP is overly complex and is comprised of 11 unit processes for forward flow treatment and two different digestion processes, as seen in the figure below.



In addition to the above alternative, we propose to evaluate several other options to meet future wastewater treatment needs at the existing site. One such alternative evaluates upgrading with new, current technologies and innovative methodologies to meet projected loadings, antidegradation requirements, anticipated future rule making and with the flexibility to meet future nutrient removal requirements. One such alternative would reduce the existing 11 unit processes and 2 digestion processes to 6 unit processes and 1 digestion process, which would simplify operations and reduce capital and operating costs.

Proposed Alternative Considerations

Process	Comments/Observations	Address During Workshop/Preliminary Engineering
Screening	Existing Channel Grinders are older technology that allow rags and other debris to pass through and re-accumulate in downstream process tanks, pumps, and biosolids.	Consider a new preliminary treatment building housing fine screens and grit removal equipment. Many different screening options are available.
		Discuss pros and cons for each screening system and visit installations to allow Bensenville to see options and formulate objectives.
Grit Removal	<p>Aerated Grit Removal System is older technology and performance is limited. Aerated grit removal and grit classifier equipment has reached the end of its useful life and is contained in a small, restricted building that is not explosion proof.</p>  <p>Recommended grit washer units.</p>	Consider newer vortex grit removal technology and grit washing system. We retrofit an existing, outdated aerated grit removal system at the Glenbard Wastewater Authority with a vortex system with grit washing. We saved costs by constructing the retrofit in the existing tankage.
Primary and Secondary Treatment	<p>Many different treatment options are available.</p>  <p>Process rehabilitation example – IFAS installation in existing activated sludge tankage.</p>	Perform cost analyses for different options, for example, to determine if primaries are needed. Eliminating primaries would eliminate the need for anaerobic digestion, reducing unit process and operating cost. Perform analyses to determine the cost impacts caused by the potential for future, more stringent effluent limits. Consider innovations of the activated-sludge (AS) process, which have been developed in recent years, particularly biological nutrient removal (BNR) processes; modifications

Process	Comments/Observations	Address During Workshop/Preliminary Engineering
	<p>Configure systems to allow process to achieve future nutrient effluent limits. Existing final clarifiers and aerobic digestion tanks could be evaluated for conversion to aeration tanks saving both space and capital cost.</p>  <p>Existing aeration tank and final clarifiers.</p>	<p>to minimize the construction costs of activated-sludge systems while simultaneously incorporating biological nutrient removal techniques; innovative computer-interfaced control methodologies; and proposed methods of improving the biochemical versatility of activated sludge.</p> <p>Activated sludge process innovation may eliminate the need for Trickling Filters (TFs) and ease operations. Elimination of TFs permits easier implementation of future biological phosphorus removal (BPR) and BNR.</p> <p>Force main conveyed influent will increase Volatile Fatty Acids (VFAs) and should help promote enhanced biological phosphorus uptake. Denitrification will reduce overall energy demand on the process. Any BPR process must address recycle of nitrates in the RAS to provide true anaerobic zone.</p>
Aerobic and Anaerobic Digestion	Anaerobic digestion odors and rehabilitation cost could be eliminated with elimination of primaries.	Consider use of expanded aerobic digestion to eliminate anaerobic digestion unit process and, therefore, simplify operation, costs, and reduce odors.
	Evaluate other treatment options.	Consider “Cannibal” solids reduction process along with other biosolids treatment methodologies to produce Class A sludge. Consider Temperature-Phased Anaerobic Digestion (TPAD) utilizing existing tankage.
Dewatering	Manage recycle loadings.	Equalization of process return flows from solids dewatering will prevent problems with biological process, especially if BNR is employed.

Process	Comments/Observations	Address During Workshop/Preliminary Engineering
	Consider dewatering centrifuges in lieu of belt filter presses.	Higher solids content can be achieved with centrifuges to reduce disposal cost. Odor control is more effective when using centrifuges.

Involve Key to Buy-in

The Facility Plan project will begin with a kickoff meeting to identify detailed goals and objectives. Together, we will review operations and decision-making as it relates to the plant. A successful project results from management and operating staff input integrated with technical expertise. Our proposed approach is all inclusive, increasing staff buy-in, fostering a teamwork atmosphere and, ultimately, rate payer benefits.

Process Evaluations

In addition to addressing each element of the RFQ and RFP Scope of Services, Our approach will identify the processes, equipment, O&M procedures, and overall costs giving staff a detailed understanding of the options available. Through a collaborative effort, Strand and Bensenville's management and operations staff will develop a list of "desirables" for this facility beginning with no preconceived notions and proceed to identify the technologies, equipment, and related options available.

Many options will be eliminated based on applicability, costs, risks, and specific needs. An understanding of many of the issues and goals will lead us to consider each viable alternative. The success of this decision-making process is driven by our firm's expertise and Bensenville's communicated desire. Working together, we can identify those technologies and the alternatives that specifically meet the goals for your facility.

The end users perspective relative to equipment usage and reliability is vital and, if the Village agrees, we propose to solicit input from those who will operate and maintain this facility. Through on-site visits to other WWTPs, operators and management staff can get a true understanding of the options available and can be confident with the selection of process and related equipment for the plant.

Site Visits

If desired, facility visits will be scheduled so that Bensenville has the opportunity to see viable processes and equipment in operation. Facility visits will also provide opportunity to gain ‘real world’ perspective on the various components. The site visit locations will be prioritized by how closely each system matches Bensenville’s needs, including reliability, cost-effectiveness, innovation, and “Green” initiatives.



Site visits will enhance treatment option selections.

Approach – Facility Plan Work Elements

In addition to specifically addressing each element of the RFP, Scope of Services, our approach proposes the following:

Pre-Kickoff Meeting Activities

We will perform the following tasks prior to the kickoff meeting.

- Review regulatory issues related to the discharge, the proposed effluent limits, and potential for more stringent limits.
- Review existing documentation, site conditions, existing site documentation related to zoning, and permit requirements.
- Review planning or collection system documents provided by the Village that will affect the wastewater treatment plant flows and loadings.
- Prepare a preliminary list of several alternatives to consider for plant upgrades. Once the project team has reviewed this information, we will be prepared to have our initial kickoff meeting.



Bensenville Wastewater Treatment Plant.

Kickoff Meeting

The kickoff meeting will provide an opportunity to review and refine the Scope of Services; review, as a group, available information; and validate our project goals, schedule and, most importantly, our communication plan. This meeting will be a key factor in the success of the project. The proposed agenda for this meeting will include:

Potential Agenda	
1.	Project Goals
2.	Funding Options
3.	Schedule
4.	Village Board and Management Goals
5.	Operations Goals
6.	Maintenance Goals
7.	Unit Process Review
8.	Schedule for Site Visits
9.	Permit Issues
10.	Environmental Issues
11.	Stakeholder Involvement



The kick-off meeting will establish the foundation for project success.

When the kickoff meeting is completed, decisions will be recorded in a memorandum.

It is proposed that a list of preferences and requirements be developed, which would then be incorporated into treatment facility alternatives to be evaluated in detail. The list would be the best-case scenario of what will be expected from the new facility. It should include the type of biosolids the plant is expected to produce, the quality of effluent, the type of treatment unit process preferred, degree of automation and, in turn, manpower requirements. This list will provide the consultant with expected needs upon which to screen options.

A decision matrix can then be tailored to your project that will allow us to work toward optimal solutions.

Preference may affect issues such as:

- Plant Aesthetics
- Energy
- Process
- Maintenance
- Operations
- Sludge management
- Odors
- SCADA
- Peak Flow
- Discharge Permit
- Future Regulations
- Green Technology

WWTP Condition Evaluations Utilize Hands-On Grading System and Staff Interviews to Objectively Assess Equipment, Structures, and Utilities

This portion of the project provides an evaluation of the existing facilities and assessment of the current condition of the WWTP equipment, structures and buildings, mechanical systems, electrical systems, and plant controls. These evaluations will be conducted in light of projected future effluent limits. Our staff will work at the treatment facility to evaluate the physical condition of all treatment processes. This will not be a desk-top exercise, but rather a hands-on assessment with engineers experienced with your plant and similar plants. This summary will systematically develop the current condition, future repair and upgrading requirements, and expansion potential for each unit process. A summary of the assessments follows:

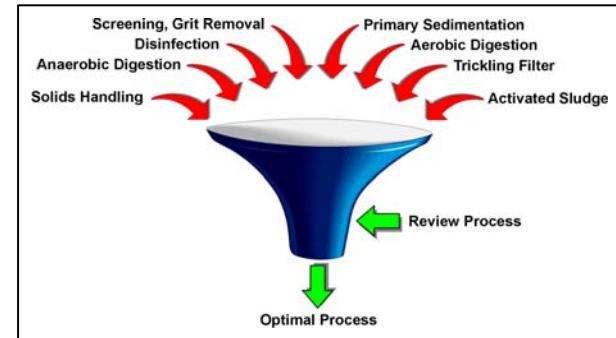
- Plant Hydraulics –We understand there are other hydraulic issues that may need to be addressed to provide long-term efficient operations. To address this, a complete hydraulic evaluation will be conducted defining capacities of piping, processes, and structures from the plant influent sewers to the outfall. Potential solutions will be identified, recommended, and prioritized.
- Process needs will be examined through a thorough review of plant operating data and discussions with plant staff. Potential revisions to the current facilities will be presented and discussed.
- Structural evaluations will catalog existing structural deficiencies, including roofs, doors, and windows, and will prioritize building improvements.
- Mechanical evaluations will consider the age and adequacy of the existing mechanical equipment. Energy-efficient alternative heating systems in these buildings will be presented along with their associated costs. Opportunities for providing building envelop thermal breaks to reduce heat loss from existing buildings will be evaluated. Costs to retrofit the heating and ventilation equipment to be centrally controlled via either the supervisory control and data acquisition (SCADA) system or separate control system will be evaluated on a cost-benefit basis.
- The electrical system from the service entrance switchgear to the motor control centers (MCCs) in the various process buildings will be evaluated. Data from previous MCC testing (if conducted) along with an on-site review of each MCC will be used to evaluate the condition of this equipment.

- The existing plant control system components were generally installed in conjunction with the major plant expansion at that time. Since then, the plant has implemented some upgrades related to equipment replacement, but a plant-wide, integrated SCADA system upgrade should be considered. We will evaluate the current monitoring and control at the plant as compared to state-of-the-art SCADA systems normally employed at utilities and provide recommendations.
- As part of our on-site assessments, we will interview plant staff to identify other deficiencies at the plant that should be included in the overall condition assessment. After the assessments and interviews are complete, we will conduct a Workshop to present our findings and gain additional insight from the Village.

Following the workshop, we will draft **Technical Memorandum No. 3** to summarize the activities and findings of the assessments, interviews and additional information.

Identification and Evaluation of Wastewater Treatment Alternatives

The cost-effectiveness evaluation of alternatives to provide wastewater treatment and conveyance for the next 20 years is the “heart and soul” of the planning effort. These evaluations and comparisons include capital costs, operating costs, maintenance costs, future equipment replacement costs, and salvage



costs over the life of the project. The various costs are included in a present-worth evaluation to compare the various alternatives on a monetary basis. In addition to costs, an alternative evaluation will consider and compare such nonmonetary issues as process reliability, flexibility, expandability, constructability, ease of operation, odor control, environmental soundness, and “Green” related initiatives. Detailed loading and alternative analyses will result in the most cost-effective alternatives scenarios.

Each unit process will list the potential removal capabilities applicable to the proposed effluent limits and potentially more stringent limits. This matrix will highlight specific needs, complexity of operation, advantages and disadvantages of the unit process, and whether the unit processes is compatible with the “wish list.”

After the tabulation is completed, the stakeholder team will meet to discuss each individual unit process, rank them, and develop a short list of no more than three alternatives to study in-depth. A memorandum will be developed to document the procedures used and the rationale for the selections.

In-Depth Review of Selected Unit Process

A review of the selected unit processes will then be initiated. Preliminary sizing, layouts, and construction costs will be developed along with estimated O&M costs. Site visits will be conducted for the selected unit processes. These site visits will be documented with digital pictures, video, and memorandum recording findings including operator's comments, advantage, and disadvantages. While considering issues and objectives that we believe will be important at Bensenville, we have assembled our initial thoughts on these topics.

Sample of Alternative Issues	
Topic	Potential Issues to Explore
Energy Efficiency Reduction	<ul style="list-style-type: none"> ● Premium Efficiency Motors ● Reduce Number of In-Plant Pumping Stations and Unit Processes ● Biological Process Improvements Including DO Control and Fine Bubble Diffusers
Regulatory Issues	<ul style="list-style-type: none"> ● TMDL (Total Maximum Daily Load) ● Antidegradation ● DO (Dissolved Oxygen) Requirements ● CMAP IWQMP-FPA ● Blending/Excess Flow Treatment ● Nutrient Limits (Phosphorus)
Operations	<ul style="list-style-type: none"> ● Remote Operation and SCADA ● Expandability ● Biosolids Disposal ● Analytical Requirements
Biosolids Treatment	<ul style="list-style-type: none"> ● Thickening ● Digestion ● Class A Biosolids ● Storage
Future Nutrient Removal Facilities	<ul style="list-style-type: none"> ● Biological/Chemical Phosphorus removal ● Nitrogen Removal ● NPDES Limits
Odor Control	<ul style="list-style-type: none"> ● Force Main Contribution ● Unit Process Contribution ● Biosolids Contribution ● Proximity to Neighbors ● Treatment Methods
Visual Impacts	<ul style="list-style-type: none"> ● Location ● Integration with Existing Facilities ● Landscaping

Sample of Alternative Issues	
SCADA	<ul style="list-style-type: none"> ● Flexibility Between Systems/Reliability ● Expandability ● Changing Technology
Financing	<ul style="list-style-type: none"> ● Illinois Revolving Loan Program ● Grant/Loans

The findings of site visits will be summarized in a memorandum. A meeting to discuss the findings and determine if additional investigations are necessary is proposed.

If no additional investigations are needed, a memo will be developed to document the process and the reasoning behind the conclusions. This will include a matrix highlighting the best unit process options that meet the previously developed operation criteria. The entire team will meet to develop concurrence for the selected treatment unit processes for each alternative. A technical memo will be developed to document the reasoning behind the selection.

Plan Recommendation

The Facility Plan will provide processes, design criteria, preliminary site plans and layouts, fiscal impact, constructability, and recommendations on staging of construction for each alternative evaluated. Throughout development and after the evaluations are complete, we will submit a draft technical memoranda of the evaluation and supporting documentation will be prepared for review. After review, we will meet with Bensenville to discuss comments and provide an initial recommended approach for the wastewater treatment improvements.

Funding/Financing/User Charges

We have included a section on our funding experience in our Statement of Qualifications. We will assist Bensenville in evaluating the best source of funding for this project. However, the following is offered:

- Securing State Revolving Fund (SRF) program money requires that a facilities plan be prepared and meet specific criteria, reviews, and a public hearing be conducted.
- The current SRF Loan interest rate is at approximately 1.5 percent. An SRF project could take 12 to 18 months more to complete planning and bid the project due to the time required for IEPA to complete their facility plan review. However, our vast experience with assisting clients with obtaining IEPA low-interest loan financing, along with a detailed understanding of the loan approval requirements, allows us to expedite review for our clients due to our excellent relationships with IEPA staff.
- If SRF funding provides the optimal financing, we will assist conducting a public hearing that is required under loan rules and with subsequent follow-up and responses until the Facilities Plan is approved. Following the public hearing, we will assist in responding to comments received, as well as any amendments made to the plan as a result of the public hearing. A Facilities Plan would then be submitted and reviewed in final form by IEPA.

Final Facility Plan

Our facility plan reports include the following sections. This plan organization has been accepted by IEPA and has proven to be useful to our clients. The requirements of the Request for Proposal will be organized in these sections.

Executive Summary

Section 1 – Introduction

Section 2 – Existing Wastewater Conveyance Facilities

Section 3 – Existing Wastewater Treatment Facilities

Section 4 – Waste Load and Flow Forecasts

Section 5 – Evaluation of Existing Facilities

Section 6 – Identification and Evaluation of Treatment Alternatives

Section 7 – Selection of Recommended Alternatives

Section 8 – Environmental Impact Summary

Section 9 – Public Participation

It's anticipated that separate documents will be prepared for the investigation of the potential for intergovernmental cooperation with neighboring facilities/municipalities to improve or relieve overall efficiencies of the WWTP and a transitional plan for the potential of converting the WWTP operations from a contracted service to in-house operations.

Proven Task Schedule and Budget Management

Our projects are managed using an integrated system of task and budget management, employing the following steps, and will be incorporated into every aspect of this critical project.

- **Proper Assignment of Personnel** – Assigning qualified, experienced, and motivated staff to important project tasks is the first step in budget/task management. When configuring our project teams, we dedicate the most qualified personnel available for each given task.
- **Personnel Availability** – In order to effectively complete a project, project team continuity must be maintained. We propose that key project team members assigned to this project will remain assigned to this project throughout completion. We have reviewed the workload assigned to key team members and they are available to work on your project. In addition, staff capacity throughout our offices assures us that support personnel are available.
- **Detailed Work Plan Development** –
A computerized budget/task management system is created to aid the Project Manager in adhering to task budgets and schedules as the project proceeds. Prior to the start of a project, the Project Manager prepares a detailed work plan that includes the major project tasks, their manpower and other resource requirements, their duration, and their interdependence with other project work. Budget allocations are then made for each task based on the overall budget and the task requirements. As our client, we will obtain your input relative to the tasks and level of effort prior to proceeding.

<p>5. Communication Plan Client Contact: Primary: _____ Secondary: _____ Phone: _____ Secondary: _____ Primary: _____</p> <p>6. Budget and Manpower Requirements (attach breakdown) Total Staff Hours _____ 2 Multiplier _____ Total Expenses _____ Total Budget _____ Total "If Authorized" _____ Contract Type: _____</p>	<p>PROJECT MANAGEMENT MEMORANDUM</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Project Name: _____</td> <td style="width: 50%;">Date: _____</td> </tr> <tr> <td>Client Name: _____</td> <td>Project Office: _____</td> </tr> <tr> <td>Project Number: _____</td> <td>Project Manager: _____</td> </tr> <tr> <td colspan="2">1. Project Scope: _____</td> </tr> <tr> <td colspan="2">Scoping Construction Cost Estimate (If Appropriate): _____</td> </tr> <tr> <td colspan="2">2. Team: _____</td> </tr> <tr> <td>Team Member: _____</td> <td>Office: _____</td> </tr> <tr> <td colspan="2">Role: _____</td> </tr> <tr> <td colspan="2">Training Goals: _____</td> </tr> <tr> <td colspan="2">Intermediate Goals: _____</td> </tr> <tr> <td colspan="2">3. Quality Assurance Plan:</td> </tr> <tr> <td colspan="2">a. Name of Key Quality Control Individual(s): _____</td> </tr> <tr> <td colspan="2">b. Quality Control Procedure per (e.g., Training Manual, Attached): _____</td> </tr> <tr> <td colspan="2">c. Examples of key quality assurance checks (Checklist): _____</td> </tr> <tr> <td colspan="2">4. Project Delivery Milestone Schedule (List Contract and other key review/delivery dates): _____</td> </tr> <tr> <td colspan="2">1. Notice to Start Work _____</td> </tr> <tr> <td colspan="2">2. Preliminary Project Review _____</td> </tr> <tr> <td colspan="2">3. Preliminary Stage/Design _____</td> </tr> <tr> <td colspan="2">4. 50% Completion _____</td> </tr> <tr> <td colspan="2">5. Final Project Review _____</td> </tr> <tr> <td colspan="2">6. Complete Bid Documents _____</td> </tr> <tr> <td colspan="2">7. Bid Date _____</td> </tr> </table>	Project Name: _____	Date: _____	Client Name: _____	Project Office: _____	Project Number: _____	Project Manager: _____	1. Project Scope: _____		Scoping Construction Cost Estimate (If Appropriate): _____		2. Team: _____		Team Member: _____	Office: _____	Role: _____		Training Goals: _____		Intermediate Goals: _____		3. Quality Assurance Plan:		a. Name of Key Quality Control Individual(s): _____		b. Quality Control Procedure per (e.g., Training Manual, Attached): _____		c. Examples of key quality assurance checks (Checklist): _____		4. Project Delivery Milestone Schedule (List Contract and other key review/delivery dates): _____		1. Notice to Start Work _____		2. Preliminary Project Review _____		3. Preliminary Stage/Design _____		4. 50% Completion _____		5. Final Project Review _____		6. Complete Bid Documents _____		7. Bid Date _____	
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- **Project Management Memo** – Our projects are assembled within the framework of a standard form, the Project Management Memo (PMM), which brings pertinent project information, such as individual responsibility, budget, and schedule together in one place. The PMM identifies labor hours, the schedule for deliverables, and the schedule for quality control review. The PMM is

reviewed and signed by the Discipline Coordinator (DC), Key Quality Control Engineer, and Project Manager. The memo is distributed to team members and turned over to the Discipline Coordinator for use in monthly progress review. The project is listed on the Discipline Coordinator's Report for supervisory budget, schedule, and quality control tracking. Each DC report is updated by the Project Manager, reviewed by the DC, and submitted to the President each month for his review.

- **Computerized Budget/Task Management System** – This system is used to aid the Project Manager in adhering to task budgets and schedules as the project proceeds. This custom-designed computer system lists all of our active projects along with each staff member's hours assigned to that project, each month, for the duration of all projects. Each Project Manager submits an updated project schedule mid-month, which is entered into the computerized system along with all new projects. Preliminary staff schedules are then reviewed by the DCs for overloads and underloads. Project and staff schedules are then adjusted and a new personal schedule for every staff member is distributed to each staff member at the beginning of each month.
- **Corporatewide Standardized Documents** – These provide control and uniformity to our projects.
 - Office procedures and Quality Control is guided by our *Quality Control Program Manual*.
 - Constructability is guided by our *Design Phase Procedures and Preparation of Contract Documents for Major Wastewater, Water Supply, and Facility Projects*.
 - Contract document preparation is guided by our *Construction Contract Procurement and Construction Administration Guidelines*. Technical specifications are prepared using *Standard Technical Specifications* that are kept up-to-date by the Discipline Coordinators.
 - CADD drafting is guided by both our *AutoCAD–Computer-aided Drafting Manual* and our *Drafting Manual*.
- **Effective Staff Management** – As the project proceeds, the Project Manager works closely with the assigned staff to see that they have the information required for the task and are proceeding in a satisfactory manner. This enables the Project Manager to provide the needed support or make other adjustments needed for a quality project.
- **Tracking of Performance Indicators** – On a monthly basis, the Project Manager compares the time budgeted for the assigned staff with the actual number of hours spent, and compares schedule requirements with the budget spent. This close attention enables the Project Manager to identify problems early and make needed adjustments to keep the project on track.

- **Quality Management/Control Program** – We employ a highly structured Quality Control (QC) program on each project. Our program includes identifying a key quality review engineer early in the project. This person reviews the project approach and understands the goals and objectives of the study before it commences. The QC reviewer is involved in reviewing the project at critical stages in the project. For planning, we envision key QC review prior to the mid-course meeting and prior to when the draft report is sent to the Village.

By adhering to the above practices, we have been able to consistently provide quality engineering services that meet our clients' goals, while meeting project budgets and schedules.

TYPE: Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 4-20-11

DESCRIPTION: An Ordinance Amending and Restating Title 3, Chapter 6, Solicitors and Canvassers.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Special Public Safety Committee & Board of Trustees Meeting

DATE: 4-26-11

BACKGROUND

The Village has become concerned with the possibility that an individual or group could defraud the residents of the Village by seeking contributions under the guise of a legitimate organization. Therefore, the Village has amended key provisions of the Code that pertain to solicitation. While certain provisions of Chapter 6 remain unchanged, the amendments to Chapter 6 specifically address and clarify the parameters of solicitation and require solicitors to obtain a certificate from the Village with a maximum number of 3 times per year. Attached for reference is a draft of Chapter 6 that incorporates the changes of the proposed Ordinance.

KEY ISSUES:

The Ordinance presented expands the Village's authority over solicitors. One key provision of the Ordinance is the requirement that all non-exempt solicitors obtain a certificate of registration from the Village, prior to soliciting residents. Exempt solicitors include religious organizations, child organizations and political campaigning.

ALTERNATIVES:

1. Approve the Amendment
2. Keep Chapter 6 in its current form, but noting that Chapter 6 lacks the requirement that solicitors must obtain a certificate from the Village, which significantly hampers the Village's ability to regulate solicitors.
3. Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the ordinance amendment.

BUDGET IMPACT:

There will be a nominal costs associated with issuing the registration and conducting background checks but those could be absorbed by the Clerk's office and the Police Department without a substantial impact to the budget.

ACTION REQUIRED:

Approve the ordinance amending and restating Title 3, Chapter 6 of the Village Code.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING AND RESTATING TITLE 3, CHAPTER 6 OF THE
MUNICIPAL CODE OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

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

WHEREAS, the Village is empowered pursuant to Sections 11-42-5, 11-60-1, and 11-60-2, 65 ILCS 5/11-42-5, 11-60-1, and 11-60-2, to regulate, license, and abate within its boundaries the hawking, peddling, and other promotion of goods and services through door-to-door solicitation for the security, welfare, and comfort of its residents; and

WHEREAS, pursuant to such authority, the Village has adopted and has in effect a solicitor ordinance, codified at Title 3, Chapter 6, of the Bensenville Village Code, which regulates the solicitation of goods and services to the citizens of the Village; and

WHEREAS, the Village seeks to protect its citizens from possible frauds perpetrated by individuals or groups seeking contributions under the guise of a legitimate charitable or business organizations; and

WHEREAS, the Village's attention has been called to the annoyance, intrusion, and litter nuisance created by door-to-door solicitors who appear at the citizens residence on a semi-regular basis and who occasionally leave leaflets, flyers, cards, door tags, advertisements and other unwanted materials at the citizen's residence; and

WHEREAS, the Village seeks to protect motorists, solicitors and pedestrians from injuries and accidents caused by soliciting at intersections or roadways of the Village; and

WHEREAS, the Village Code currently does not have provisions requiring solicitors to register with the Village Clerk, prohibiting solicitors from leaving their material at a citizen's residence, or prohibiting soliciting at intersections or on Village roadways; and

WHEREAS, the Village therefore finds and determines that it is proper and necessary that the Village Code be amended to require solicitors to register with the Village Clerk, restrict the materials a solicitor may leave on the property of a citizen, and to prohibit solicitation on Village intersections and roadways; these amendments will help ensure the security and enjoyment of citizens' property and residence and will also protect solicitors from injuries caused by soliciting on the Village roadways and intersections.

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 Section 3-6-1, entitled Definitions, of the Village Code of the Village of Bensenville be amended to include the following definitions:

3-6-1: Definitions:

Advertising materials shall mean and include all leaflets, flyers, cards, door tags, advertisers, advertising newspapers or other advertising or promotional materials offering or promoting the sale or purchase of goods, wares, merchandise, foodstuffs, insurance and/or services of any kind, character or description; or soliciting gifts or contributions of money, clothing or other valuable things for the support or benefit of any charitable or nonprofit association, organization, corporation or project; or selling or soliciting subscriptions to books, magazines, periodicals, newspapers or other type or kind of publication. Advertising materials shall not include books, magazines, periodicals, newspapers consisting of noncommercial speech, even though they may incidentally contain advertising or other commercial speech; religious or political tracts and pamphlets or election campaign literature; or telephone directories of classified listings of products and services, commonly known as "yellow pages."

Exempt solicitor shall mean and include any person who is not required to obtain a certificate of registration, pursuant to section 3-6-2.

Person shall mean and include any individual, organization, group, association, firm, corporation, trust, or any combination thereof.

Registered solicitor shall mean and include any person who has obtained a valid certificate of registration as hereinafter provided, and which certificate is in the possession of the solicitor on his or her person while engaged in soliciting.

Residence shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

Soliciting shall mean and include any one (1) or more of the following activities regardless of the method used, including the leaving or placing of advertising materials on any part of the premises, including the parkway between the sidewalk and road or street thereof:

(1) Seeking to obtain order for the purchase of goods, wares, merchandise, foodstuffs, services of any kind, character or description whatever, for any kind of consideration; or

- (2) Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
- (3) Seeking to obtain gifts or contributions of money, clothing or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation or project; or
- (4) Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication; or
- (5) Going upon any premises and ringing the door bell, knocking, upon or near any door, or creating any sound in any manner that is calculated to attract the attention of an occupant or owner for the purpose of engaging in any of the activities described above in this definition of solicitation.

Solicitor shall mean and include any person who engages in soliciting as herein defined, and exempt solicitors.

SECTION THREE: That the current form of Section 3-6-2, Village Policy on Soliciting, be renumbered for identification as Section 3-6-6, and Section 3-6-2 is amended to read as follows:

3-6-2: Certification of registration required.

Every nonexempt solicitor desiring to engage in soliciting from persons in residences hereof within this municipality is hereby required to make written application for a certificate of registration.

Exemption. A person age sixteen (16) and under, who is participating in fundraising programs for, or sponsored by, a public or private elementary or high school or bona fide children's organization including, without limitation, Boy Scouts, Girl Scouts or youth sports, is not required to obtain a certificate of registration hereunder. All persons or groups who are not soliciting funds, and those groups whose primary purpose is not the solicitation of funds, for any purpose in their canvassing, political campaigning, surveying, proselytizing, or door-to-door advocacy, and are not attempting to sell or promote any goods or service. All such persons are not solicitors and are not required to register hereunder.

All persons who qualify under this exemption shall be referred to as exempt solicitors.

SECTION FOUR: That the current form of Section 3-6-3, entitled Resident Notice Prohibiting Soliciting, be renumbered for identification as Section 3-6-7, and Section 3-6-3 is amended to read as follows:

3-6-3: Application:

Application for a certificate of registration shall be made upon a form provided by the Village Clerk or his/her designee, of this municipality and filed with such Village Clerk or his/her designee. The applicant shall truthfully state the following information:

- (1) Name and address of residence and length of residence and business address, if other than residence address, and Social Security number;
- (2) Residence during the past three (3) years, if other than present address;
- (3) Date of birth, sex, any other aliases and marital status and the name of spouse, if any;
- (4) Physical description;
- (5) Name and address of the person or association by whom the applicant is employed or represents, and the length of time of such employment or representation;
- (6) Name and address of employer during the past three (3) years if other than the present employer;
- (7) Description of the subject matter of the soliciting;
- (8) Period of time for which the certificate is applied for;
- (9) The date, or approximate date, of the latest previous application for a certificate under this article;
- (10) Prior revocation of any certificate of registration issued to the applicant under this article;
- (11) Whether the applicant has ever been convicted of a violation of any of the provisions of this article, or any provision of any ordinance of any other Illinois municipality regulating soliciting, and if the applicant has been convicted of any violation, the applicant shall state the details of the violation in full;
- (12) Whether the applicant has been convicted of a felony under any laws of any state or the United States within the last five (5) years, and if the applicant has been convicted of a felony, the applicant shall state the details of the conviction in full;
- (13) Whether the applicant intends on soliciting on Village streets and roadways. If the applicant intends to solicit on Village streets and roadways then he or she must, pursuant to Section 3-6-11 of this Code, provide the following:

- (a) proof the applicant is registered with the Illinois State Attorney General as a charitable Organization.
- (b) a certificate of insurance indemnifying the Village from any injury to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agency.

All statements made by the applicant upon the application or in connection therewith shall be under oath.

The Village Clerk or his/her designee shall require every applicant to submit to a background investigation by the police department in connection with the application for certificate.

The Village Clerk or his/her designee shall cause to be kept in his office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this article, and of the denial of any application. Applications for certificates shall be numbered in consecutive order as filed and every certificate issued and any renewal thereof shall be identified with the number of the application upon which it was issued.

No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the State of Illinois or any other state or law of the United States, within five (5) years prior to February 4, 1974, nor to any person who has been convicted of a violation of any of the provisions of this article, nor to any person whose certificate of registration issued hereunder has previously been revoked as herein provided.

SECTION FIVE: That the current form of Section 3-6-4, entitled Duty of Solicitors, be renumbered for identification as Section 3-6-8, and that Section 3-6-8 is amended as follows:

- A. It shall be the duty of every solicitor, whether registered or exempt, upon going onto any property in the village to first examine the notice provided for in this chapter, if any is attached, and be governed by the statement contained on the notice. If a sign is posted prohibiting solicitors from the property, the solicitor shall immediately and peacefully depart from the property. If no notice is provided but an occupant of the premises gives verbal instructions to leave the premises, the solicitor or exempt solicitor shall immediately and peacefully depart the premise
- B. Notwithstanding the prohibitions set forth in this chapter, any solicitor who has gained entrance to any property located in the village, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by any occupant thereof. Such a request shall be phrased so as to lead a reasonable person to understand that they are no longer welcome on the property.

If a solicitor fails to comply with the requirements of this subsection, said failure shall constitute a separate, distinct, and additional act of uninvited soliciting.

C. No solicitor shall engage in soliciting by means of projecting, throwing, tossing, dropping, or otherwise placing upon any premises any advertising material which is affixed to a stone, piece of metal, wood, or other material intended to facilitate its placement on the premises or to keep it in the position where placed.

SECTION SIX: That Section 3-6-4 is amended as follows:

3-6-4: Issuance and revocation of certificates:

The Village Clerk or his/her designee, after consideration of the application and all information relative thereto, shall deny the application if the applicant does not possess the qualifications for such certificate as herein required. When the applicant is found to be fully qualified, the certificate of registration shall be issued forthwith.

Each certificate of registration shall be valid only for the period of time set forth thereon. The certificate of registration shall be valid for a maximum of three days from the initial date set forth thereon. The three day period allowed will constitute one (1) certificate of registration. The certificate of registration shall state the expiration date thereof.

A person shall be limited to receiving three (3) certificate of registrations within one (1) calendar year. A person shall fill out a separate application for each requested certificate of registration.

A person seeking to solicit in the Village of Bensenville more than the allotted three (3) times per year may petition the City Clerk for a conditional certificate of registration. The City Clerk will present the person's request and the completed application to the Village Board. The Village Board will vote to determine whether a conditional certificate of registration will be approved.

Any certificate of registration issued hereunder shall be revoked by the City Clerk or his/her designee if the holder of the certificate is convicted of a violation of any of the provisions of this article, or has made a false statement in the application, or otherwise has been disqualified for the issuance of a certificate of registration under the terms of this article. Immediately upon such revocation written notice thereof shall be given by the chief of police or his/her designee to the holder of the certificate in person or by certified United States mail addressed to the residence address set forth in the application.

Immediately upon the mailing or serving of such notice the certificate of registration shall become null and void.

SECTION SIX: That the current form of Section 3-6-5, entitled Uninvited Soliciting Prohibited, be renumbered for identification as Section 3-6-9, and that Section 3-6-5 is amended as follows:

3-6-5: Display of certificates of registration:

The certificate of registration shall be carried on the person of each solicitor at all times and prominently displayed in full view by each solicitor at all times while soliciting. Such certificate of registration shall include the following information printed or typed legibly: the name of the individual, the organization to which the certificate is issued, the purpose of the solicitation, the date of the expiration of the certificate of registration and any other information from the application for the certificate of registration that the Village Clerk deems necessary to include. Each certificate of registration shall also contain a statement indicating that the fact that an organization has been issued a certificate of registration is not an endorsement of the organization by the Village. Certificates of registration issued under this Article are nontransferable and any actual or attempted transfer or alteration of said certificates of registration is a violation of this Section.

SECTION SEVEN: That the current form of Section 3-6-6, Time Limit on Soliciting, be renumbered for identification as Section 3-6-10.

SECTION EIGHT: That the current form of Section 3-6-7, entitled Solicitation on Roadways, be renumbered for identification as Section 3-6-11 and that Section 3-6-11 is amended as follows:

A. Any person soliciting for any not for profit company or organization, any religious institution, or any political candidate, political party, or any individual making political statements may solicit contribution from the occupant of any vehicle or pedestrian on the public right-of-way within the Village, except as may otherwise be provided in this Section, upon the following terms and conditions:

1. The soliciting agency shall be registered with the Attorney General as a charitable organization.
2. Engaged in a fund raising activity for which a certificate has been obtained from the Village pursuant to Section 3-6-4 of this Code.
3. Shall furnish to the Village a certificate of insurance indemnifying the Village from any injury to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agency. Any person engaged in the act of solicitation shall be sixteen (16) years of age or more and shall be wearing a high visibility vest.
4. Solicitation shall be permitted only at intersections where all traffic is required to come to a full stop.

5. Permits shall be granted to local eleemosynary or religious organizations or to local chapters of national eleemosynary or religious organizations which have been in existence for not less than one year.

6. Any violation of this Section shall be grounds to deny a permit in the following year.

B. Solicitation of contributions from the occupant of any vehicle or from any pedestrian is expressly prohibited at the following locations:

1. On Illinois Route 83 within one thousand (1,000) feet of the centerline of Grove Avenue; and
2. On Illinois Route 83 within one thousand (1,000) feet of the centerline of Hillside Drive; and
3. On Illinois Route 83 within one thousand (1,000) feet of the centerline of Foster Avenue; and
4. On Illinois Route 83 within one thousand (1,000) feet of the centerline of Thorndale Avenue; and
5. On Illinois Route 83 within one thousand (1,000) feet of the centerline of Mark Street.

SECTION NINE: That the current form of Section 3-6-9, entitled Penalty, be renumbered for identification as Section 3-6-12 and paragraph A. of this section is amended to the following:

A. In addition to the provisions contained herein regarding license revocation, the violation of any provision of this article shall result in a fine of not less than two hundred fifty dollars (\$250.00) and not more than seven hundred fifty dollars (\$750.00). Each act of soliciting in violation of this article, including each act of leaving advertising materials in a manner prohibited by this article, or entering upon any premises and ringing the door bell, knocking upon or near any door, or creating any sound in any manner to attract the attention of an occupant or owner in violation of this article, shall constitute a separate offense. All persons who enter upon any premises for the purpose of soliciting in violation of this article, or who publish or distribute in any advertising materials left on any premises in violation of this article or offer goods, products, merchandise, services, insurance or subscriptions or solicit gifts, contributions, or donations in such advertising materials shall be jointly and severally liable for such offense, whether they knew of or intended such offense.

SECTION TEN: That the current form of Section 3-6-8, entitled Fraud, be renumbered to be Section 3-6-13.

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

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

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

TYPE: Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 4-20-11

DESCRIPTION: An Ordinance Amending and Restating Title 4, Chapter 3 of the Village Code that is entitled General Offenses

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Special Public Safety Committee & **DATE:** 4-26-11
Board of Trustees Meeting

BACKGROUND

As part of the review of the Administrative Hearing process, staff determined that it was possible and beneficial to expand the number of general offenses in the Village Code. This will allow police officers more discretion to charge offenders with Village Code violations rather than state criminal charges. These Village Code violations could then be adjudicated through the Village's adjudication hearing process rather than the 18th Judicial Circuit.

KEY ISSUES:

The proposed amendment would raise the maximum fine from \$500.00 to \$750.00 pursuant to the Illinois Municipal Code. The proposed amendment clarifies and provides further detail for the code violations and includes new sections including the following: Assault, Battery, Fighting; Harassment by Telephone; Resisting or Obstructing Officers or Employees; Impersonating Officers and Employees; Use of Force in Resisting Arrest; Theft; Deceptive Practices; Indecent Conduct; Fireworks; and a Penalties section.

ALTERNATIVES:

1. Approved the Amendment
2. Discretion of the Board

RECOMMENDATION:

Staff recommends the approval of the ordinance amendment.

BUDGET IMPACT:

The change increases the maximum fine from \$500.00 to \$750.00 and increases the number of offenses that can be handled with the more efficient adjudication hearing process where the Village does not share the fine with the 18th Judicial Circuit so the net budget impact is expected to be positive.

ACTION REQUIRED:

Approve Ordinance Amending and Restating Title 4, Chapter 3 of the Village code.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING AND RESTATING
TITLE 4, CHAPTER 3 OF THE
MUNICIPAL CODE OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

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

WHEREAS, the Village is empowered pursuant to Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq* to regulate, license, and abate within its boundaries all activities that effect the security, safety and welfare of its citizens; and

WHEREAS, the Village is authorized, pursuant to the Smoke Fee Illinois Act, 410 ILCS 82/65, to adopt and incorporate the Smoke Free Illinois Act, in its entirety, as part of the Bensenville Village Code; and

WHEREAS, pursuant to such authority, the Village has adopted and has in effect a General Offense ordinance, codified at Title 4, Chapter 3, of the Bensenville Village Code, which regulates general criminal activities; and

WHEREAS, the Village seeks to protect its citizens from activities that pose a threat to their safety and security by adopting provisions similar to the Illinois Criminal Code; and

WHEREAS, the Village seeks to grant the Bensenville Police Department a greater amount of authority to enforce the Code;

WHEREAS, the Village therefore finds and determines that it is proper and necessary that the Village Code be amended to account for the many activities that may deleteriously affect the health, security and welfare of its citizens; these amendments will clarify and further detail code violations, and will allow the Bensenville Police Department to better enforce the Code.

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

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

SECTION TWO: That the current form of Title 4, Chapter 3, General Offenses be repealed and be replaced in its entirety by the amended Title 4, Chapter 3, General Offenses, as stated herein and set forth below, which provides:

4-3-1: DISORDERLY CONDUCT:

A person commits disorderly conduct when he knowingly:

- A. Does any act in such unreasonable manner as to alarm or disturb another and provoke, make or aid in making a breach of peace. Such an act done in a public or non-public place will be a violation of this act if it breaches the peace and deleteriously effects the health, welfare and enjoyment of the residents of the Village; or
- B. Does or makes any unreasonable or offensive act, utterance, gesture or display which, under the circumstances, creates a clear and present danger of a breach of peace or imminent threat of violence; or
- C. Does any act that continue to cause to be made, or continue any loud, unnecessary, prolonged or unusual noise which disturbs the peace of others. Any person who shall, without prior authorization by the President and Board of Trustees, operate or cause, permit or allow to be operated upon any public street in the Village any mechanically operated piano, phonograph or other musical instrument, radio or similar mechanical or electrical device or wind instrument or noise-making device of any character whatsoever, for the purpose of advertising any goods, wares, merchandise or other articles for sale, barter or exchange, or for the purpose of attracting attention, or of inviting the patronage of any person to any business whatsoever, shall be deemed guilty of an offense against the Village.
- D. Refuses or fails to cease and desist any peaceful conduct or activity likely to produce a breach of peace where there is an imminent threat of violence, and where the police have made all reasonable efforts to protect the otherwise peaceful conduct and activity and have requested that said conduct and activity be stopped and have explained the request if there be time; or
- E. Fails to obey a lawful order of dispersal by a person known by him to be a peace officer under circumstances where three (3) or more persons are committing acts of disorderly conduct in the immediate vicinity, which acts are likely to cause substantial harm or serious inconvenience, annoyance or alarm; or
- F. Assembles with three (3) or more persons for the purpose of using force or violence to disturb the public peace; or
- G. Appears in any public place manifestly under the influence of narcotics or other drugs, not therapeutically administered, to the degree that he may endanger himself or other persons or property, or annoys persons in his vicinity; or
- H. Carries in a threatening or menacing manner, without authority of law, any pistol, revolver, dagger, razor, dangerous knife, stiletto, knuckles, slingshot, throwing stars,

BB or pellet guns, an object containing noxious or deleterious liquid, gas or substance, or other dangerous weapon, or conceals said weapon on or about the person or any vehicle; or

- I. Enters upon the property of another and for a lewd or unlawful purpose deliberately looks into a dwelling on the property through any window or other opening in it; or
- J. Is on any municipal, school district, park district, county or state property without permission, or in violation of the rules and regulations of such municipality, school district, park district, county or state, or is loitering on any publicly dedicated street adjacent to such municipal, school district, park district, county or state property.
- K. Parental Responsibility: The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility, and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:
 1. An unemancipated minor is adjudicated to be in violation of this subsection or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this subsection;
 2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
 3. It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this subsection. Each parent and legal guardian shall be jointly and severally liable.
- L. Penalties: Upon a finding of guilty for violation of the aforesaid subsections, there shall be imposed a fine up to seven hundred and fifty dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating this Section shall participate in community service.
 1. Parental Responsibility For Fines: If a minor shall fail to pay a fine lawfully imposed on him, the parents or legal guardian of the minor shall be jointly and severally liable for said fine.

4-3-2: ASSEMBLIES:

- A. Disturbing Assemblies: It shall be unlawful for any person to disturb any lawful assemblage or gathering in the village.

B. Unlawful Assemblies: It shall be unlawful to collect, gather or be a member of any disorderly crowd, or any crowd gathered together for any unlawful purpose.

4-3-3: THROWING MISSILES:

No person shall throw or cast any stone or other missile upon or at any building, tree or other public or private property, or upon or at any person.

4-3-4: HUNTING AND TRAPPING:

It shall be unlawful to engage in the killing, the trapping, or the hunting of any animal or fowl in the village; provided, that this section shall not be construed to prohibit:

- A. The killing or trapping of any animal or fowl by any police officer or other authorized village employee or licensed animal trappers contracted by the Village in the performance of those respective duties or by any other person authorized by any such police officer or employee; or
- B. The killing or trapping of rats, mice or other vermin within any buildings.

4-3-5: FIREARMS AND WEAPONS:

- A. Discharge Of Weapons: It is unlawful and shall constitute disorderly conduct to discharge any firearms or air guns or arrows or projectiles from a bow or crossbow in the village; provided, however, that this section shall not be construed to prohibit any peace officer from discharging a firearm in the performance of his duty, or to prohibit citizens from discharging a firearm when lawfully defending their person or property.
- B. Possession Of Certain Weapons: It is unlawful and shall constitute disorderly conduct for any person to be in possession of any of the following items:
 1. Bowie knives, switchblades, ballistic knives, throwing stars, or other edged weapons, as defined by 720 Illinois Compiled Statutes 5/24-1(1);
 2. Metallic knuckles or nunchucks;
 3. Slingshots;
 4. Arrows designed for firing from a bow or crossbow device, except when such person is engaged in lawful hunting, supervised target shooting, or the otherwise legal transportation of such device;
 5. Stun gun or taser;

6. Any device or attachment of any kind designed, used for or intended for use in silencing the report of a firearm;
7. Machine gun, as defined by 720 Illinois Compiled Statutes 5/24-1;
8. Any bomb, bombshell, grenade, bottle or other container containing an explosive substance of over one-fourth ($\frac{1}{4}$) ounce for like purposes, such as, but not limited to, black powder bombs, Molotov cocktails, pipe bombs or artillery projectiles;
9. Fireworks, as defined by 425 Illinois Compiled Statutes 30/2.

C. Minors:

1. It is unlawful and shall constitute disorderly conduct for any person under the age of eighteen (18) years to be in possession of firearms, or the ammunition thereof, as defined by 430 Illinois Compiled Statutes 65/1.1, except when such person is engaged in lawful hunting, supervised target shooting, or the otherwise legal transportation of such device.
2. It is unlawful and shall constitute disorderly conduct for any parent or legal guardian to permit any person under the age of eighteen (18) years to be in, or come into, the unsupervised possession of any items listed in subsections A and B of this section.

D. Penalties: Any person found guilty of violating this section shall be subject to penalty as provided in section [4-3-39](#) of this code.

4-3-6: HARASSMENT BY TELEPHONE, ELECTRONIC MAIL, TEXT MESSAGE AND OTHER ELECTRONIC COMMUNICATIONS:

A. Harassment by telephone is defined as the use of telephone communication for any of the following purposes:

1. Making any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent with an intent to offend; or
2. Making a telephone call, whether or not conversation ensues, with intent to abuse, threaten or harass any person at the called number; or
3. Making or causing the telephone of another repeatedly to ring, with intent to harass any person at the called number; or
4. Making repeated telephone calls, during which conversation ensues, solely to harass any person at the called number; or
5. Knowingly permitting any telephone under one's control to be used for any of the purposes mentioned herein.

B. Harassment by electronic mail, text message or any other electronic communication is defined as the use of the aforesaid modes of communication for the following purposes:

1. Sending any comment, request, suggestion or proposal which is obscene, lewd, lascivious, filthy or indecent with an intent to offend; or
2. Sending any electronic mail, text message or other electronic communication with the intent to abuse threaten or harass the recipient.
3. Sending repeated electronic mail, text message or other electronic communication with the intent to harass the recipient.
4. Knowingly permitting any mode of electronic communication under one's control to be used for any of the purposes mentioned herein.

4-3-7: ASSAULT, BATTERY, FIGHTING:

A. A person commits an assault when, without lawful authority, he engages in conduct which places another in reasonable apprehension of receiving a battery.

B. A person commits battery if he intentionally or knowingly without legal justification and by any means:

1. Causes bodily harm to an individual; or
2. Makes physical contact of an insulting or provoking nature with an individual.

4-3-8: FALSE ALARMS, CALLS OR REPORTS; MISUSE AND ABUSE OF 911:

A. It shall be unlawful for any person to knowingly:

1. Transmit in any manner to the fire department of any city, town, village or fire protection district, a false alarm of fire knowing at the time of such transmission that there is no reasonable grounds for believing that such fire exists; or
2. Transmit in any manner to another a false alarm to the effect that a bomb or other explosive of any nature is concealed in such place that its explosion would endanger human life, knowing at the time of such transmission that there is no reasonable grounds for believing that such bomb or explosive is concealed in such place; or
3. Transmit in any manner to any peace officer, public officer or public employee a report to the effect that an offense has been committed, knowing at the time of such transmission that there is no reasonable grounds for believing that such an offense has been committed; or

4. Call the number "911" for the purpose of making a false alarm or complaint and report false information which could result in the emergency response of any public safety agency; or
5. Call the number "911" for any nonemergency purpose or reason, after having been notified, either verbally or in writing, that such calls are not to be made on the "E911" line.

B. Any person found guilty of violating this section shall be subject to penalty as provided in section 4-3-39 of this code.

4-3-9: RESISTING OR OBSTRUCTING OFFICERS OR EMPLOYEES:

No person shall knowingly resist or obstruct the performance by one known to the person to be an officer or employee of the village of any authorized act within his official capacity.

4-3-10: IMPERSONATING OFFICERS AND EMPLOYEES:

It shall be unlawful for any person to impersonate without lawful authority any village officer or employee.

4-3-12: USE OF FORCE IN RESISTING ARREST:

It shall be unlawful for any person to use force to resist an arrest which he knows is being made either by a peace officer or by a private person summoned and directed by a peace officer to make the arrest, even if he believes that the arrest is unlawful and the arrest in fact is unlawful.

4-3-13: CANNABIS:

A. Definitions

CANNABIS: Includes marihuana, hashish and other substances which are identified as including any parts of the plant Cannabis sativa, whether growing or not; the seeds thereof, the resin extracted from any part of such plant; and any compound, manufacture, salt, derivative, mixture or preparation of such plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other cannabinol derivatives, including the naturally occurring or synthetically produced ingredients, whether produced directly or indirectly or by extraction, or independently by means of chemical syntheses; but shall not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil or cake, or the sterilized seed of such plant which is incapable of germination.

DELIVER OR DELIVERY: The actual, constructive or attempted transfer of possession of cannabis, with or without consideration, whether or not there is an agency or relationship.

B. Prohibitions:

1. It shall be unlawful for any person to knowingly possess, use or deliver any substance containing cannabis. This section shall only apply to possession, use and delivery of such substance in an amount not exceeding thirty (30) grams.
2. It is unlawful for any person to knowingly suffer, permit, or allow the violation of the provisions of this section in any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area of which such person is the owner, lessee, permittee, bailee, legal possessor or occupier thereof.
3. It is unlawful for any parent or guardian to permit his or her residence to be used by an invitee of the parent's child or the guardian's ward in a manner that constitutes a violation of this section. A parent or guardian is deemed to have permitted his or her residence to be used in violation of this section if he or she knowingly authorizes, enables, or permits such use to occur by failing to control access to the residence.
4. It is unlawful for any person to remain in any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area when said person knows, or reasonably should know, that one or more other persons located in such motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area are in possession of any cannabis or controlled substance prohibited by Illinois statute.

C. Prima Facie Proof: Whenever a person is present within any motor vehicle, conveyance, vessel, house, apartment, room, shed, yard, premises, or other area of which such person is the owner, lessee, permittee, bailee, legal possessor or occupier at the time that a violation of the provisions of this section occurs therein, said presence shall be *prima facie* evidence that such person had knowledge of such violation.

D. Penalty:

1. Any person who violates this Section with respect to not more than ten grams (10 g) of cannabis shall be fined not less than twenty five dollars (\$25.00) nor more than three hundred dollars (\$375.00).
2. Any person who violates this Section with respect to more than ten grams (10 g) but less than thirty grams (30 g) shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred and dollars (\$750.00).

4-3-14: DRUG PARAPHERNALIA:

- A. Purpose And Interpretation: This section is intended to be used solely for suppression of the commercial traffic in items which are within the context of the sale or offering for sale, clearly and beyond a preponderance of the evidence marketed for illegal and unlawful use of cannabis or controlled substances. To this end, all reasonable and common sense inferences shall be drawn in favor of the legitimacy of the transition or item.
- B. Definitions: As used in this section, unless the context otherwise requires, the following words and terms shall have the meanings ascribed to them in this subsection as follows:

CANNABIS: Shall have the meaning ascribed to it in section 4-3-13.

CONTROLLED SUBSTANCE: Shall have the meaning ascribed to it in section 102 of the "Illinois controlled substances act"¹, as if that definition were incorporated herein.

DELIVER OR DELIVERY: The actual, constructive or attempted transfer of possession, with or without consideration, whether or not there is an agency relationship.

DRUG PARAPHERNALIA: All equipment, products and materials of any kind which are peculiar to and marketed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body cannabis or a controlled substance in violation of the "cannabis control act" or the "Illinois controlled substances act". It includes, but is not limited to:

1. Kits peculiar to and marketed for use in manufacturing, compounding, converting, producing, processing or preparing cannabis or a controlled substance;
2. Isomerization devices peculiar to and marketed for use in increasing the potency of any species of plant which is cannabis or a controlled substance;
3. Testing equipment peculiar to and marketed for private home use in identifying or in analyzing the strength, effectiveness or purity of cannabis or controlled substances;
4. Diluents and adulterants peculiar to and marketed for cutting cannabis or a controlled substance by private persons;

¹ 720 ILCS 550/1 et seq.

5. Objects peculiar to and marketed for use in ingesting, inhaling, or otherwise introducing cannabis, cocaine, hashish, or hashish oil into the human body including, where applicable, the following items:

- a. Water pipes.
- b. Carburetion tubes and devices.
- c. Smoking and carburetion masks.
- d. Miniature cocaine spoons and cocaine vials.
- e. Carburetor pipes.
- f. Electric pipes.
- g. Air driven pipes.
- h. Chillums.
- i. Bongs.
- j. Ice pipes or chillers.
- k. Any item whose purpose, as announced or described by the seller, is for use in violation of this section.

C. Sales And Deliveries Prohibited: Any person who keeps for sale, offers for sale, sells, or delivers for any commercial consideration any item which the person knows, or under all of the circumstances reasonably should have known, to be drug paraphernalia, commits a violation of this section for each such item.

D. Nuisance Declared: Any store, place, or premises from which or in which any item of drug paraphernalia is kept for sale, offered for sale, sold, or delivered for any commercial consideration is declared to be a public nuisance.

E. Forfeiture Of Paraphernalia: All drug paraphernalia is subject to forfeiture pursuant to the terms of the "Illinois drug paraphernalia control act"².

F. Exemptions From Provisions:

- 1. This section shall not apply to:

² 720 ILCS 600/1 et seq.

- a. Items marketed for use in the preparation, compounding, packaging, labeling, or other use of cannabis or a controlled substance as an incident to lawful research, teaching, or chemical analysis and not for sale; or
 - b. Items marketed for, or historically and customarily used in connection with, the planting, propagation, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, or inhaling of tobacco or any other lawful substances. Items exempt under this subsection include, but are not limited to, garden hoes, rakes, sickles, baggies, tobacco pipes, and cigarette rolling papers.
 - c. Items listed in subsection B of this section, definition of "drug paraphernalia" which are marketed for decorative purposes, when such items have been rendered completely inoperable or incapable of being used for any illicit purpose prohibited by this section.
2. In determining whether or not a particular item is exempt under this subsection F, the trier of fact should consider, in addition to all other logically relevant factors, the following:
 - a. The general, usual, customary, and historical use to which the item involved has been put.
 - b. Expert evidence concerning the ordinary or customary use of the item and the effect of any peculiarity in the design or engineering of the device upon its functioning.
 - c. Any written instructions accompanying the delivery of the item concerning the purposes or uses to which the item can or may be put.
 - d. Any oral instructions provided by the seller of the item at the time and place of sale or commercial delivery.
 - e. Any national or local advertising concerning the design, purpose or use of the item involved, and the entire context in which such advertising occurs.
 - f. The manner, place and circumstances in which the item was displayed for sale, as well as any item or items displayed for sale or otherwise exhibited upon the premises where the sale was made.
 - g. Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products.
 - h. The existence and scope of legitimate uses for the object in the community.

G. Penalties: Any person found guilty of violating this section shall be subject to penalty as provided in section 4-3-39 of this code.

4-3-15: LOITERING, MINORS:

4-3-15-1: DRUG RELATED:

A. Generally: No person shall loiter so as to obstruct any street, sidewalk, building entrance, public building or other public place in the Village after being directed to move on by any police officer. Upon a finding of guilty for violation of this Section, there shall be imposed a fine of up to seven hundred and fifty dollars (\$750.00).

B. Drug-Related:

1. It is unlawful for any person to loiter in or near any thoroughfare, or place open to the public, for the purpose of engaging in activity contrary to any of the provisions of the Illinois Controller Substances Act (720 ILCS 570/100 et seq.), the Illinois Cannabis Control Act (720 ILCS 550/1 et seq.), or any other local, State or Federal law prohibiting the manufacture, distribution, delivery, use or possession of a controlled substance (hereinafter "drug laws").
2. Among the circumstances which may be considered in determining whether such purpose is manifested are the following:
 - a. Such person is a known unlawful drug user, possessor or seller. For purposes of this Section, a "known unlawful drug user, possessor or seller" is a person who has, within the knowledge of the arresting officer, been convicted in any court within this State or any other state of any violation involving the use, possession or sale of any of the substances referred to in the drug laws within the previous year, or a person who displays physical characteristics of drug intoxication or usage, such as "needle tracks," or a person who possesses drug paraphernalia as defined in the Illinois Drug Paraphernalia Control Act (720 ILCS 600/1 et seq.);
 - b. Such person is currently subject to an order of court prohibiting his presence in a high drug activity geographic area and such person is located in such an area;
 - c. Such person behaves in such a manner as to raise a reasonable suspicion that he is about to engage in or is then engaged in an unlawful drug-related activity, including, but not limited to, such person acting as "lookout";
 - d. Such person is a known member of a "gang" or association which has as its purpose illegal drug activity; for purposes of this Section, a "known member of a gang" is a person who has, within the knowledge of the arresting officer, been convicted in any court, within the previous year, of any violation involving illegal gang activity;

- e. Such person transfers small objects or packages for currency in a furtive fashion;
- f. Such person takes flight upon the appearance of a police officer;
- g. Such person manifestly endeavors to conceal himself or any object which reasonable could be involved in an unlawful drug-related activity.

3. No determination of intent shall be made absent an affirmative act by a person to be charged, which act or acts, when taken in the context of the totality of the surrounding circumstances, shall constitute a substantial step towards the violation of the aforementioned drug laws.

4. Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to seven hundred and fifty dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating this Section to participate in community service.

C. Parental Responsibility: The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility, and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:

- 1. An unemancipated minor is adjudicated to be in violation of this Section or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section; and
- 2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
- 3. If at any time within one year following receipt of the notice described in subsection C2 of this Section, the minor is adjudicated to be in violation of this Section, or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt of violation of this Section.

It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this Section. Each parent and legal guardian shall be jointly and severally liable.

D. Parental Responsibility For Fine: If a minor shall fail to pay a fine lawfully imposed on him, the parents or legal guardian of the minor shall be jointly and severally liable for said fine.

4-3-16: GENERAL LOITERING RESTRICTIONS:

- A. No person shall loiter so as to obstruct any street, sidewalk, building entrance, public building or other public place in the Village after being directed to move on by any police officer.
- B. Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to seven hundred and fifty dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating this Section shall participate in community service.
- C. If a minor shall fail to pay a fine lawfully imposed on him, the parents or legal guardian of the minor shall be jointly and severally liable for said fine.
- D. The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:
 - 1. An unemancipated minor is adjudicated to be in violation of this Section or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section; and
 - 2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
 - 3. If at any time within one year following receipt of the notice described in subsection D2 of this Section, the minor is adjudicated to be in violation of this Section, or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt of violation of this Section.

It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this Section. Each parent and legal guardian shall be jointly and severally liable.

4-3-17: VAGRANCY:

The following persons shall be deemed vagrants and, upon conviction thereof, shall be subject to the penalty provided for violating this Code:

- A. Any person who shall be found trespassing in the nighttime upon the private premises of others, or begging.

- B. Keepers of, exhibitors or visitors at any gaming tables or gambling houses.
- C. All persons who shall have in their possession any article or thing used for obtaining money under false pretenses.
- D. Anyone who shall disturb any place where public or private schools are held, or who shall disturb or molest any congregation of people assembled for religious worship.

4-3-18: THEFT:

- A. Theft Of Property Not Exceeding One Hundred Fifty Dollars In Value: A person commits theft when, with respect to the property of another (other than a firearm) he knowingly:
 - 1. Obtains or exerts unauthorized control over such property of another;
 - 2. Obtains by deception control over such property of another;
 - 3. Obtains by threat control over such property of another;
 - 4. Obtains control over such stolen property knowing the property to have been stolen by another or under such circumstances as would reasonably induce him to believe that such property was stolen; and:
 - a. Intends to deprive the owner permanently of the use or benefit of such property; or
 - b. Knowingly uses, conceals or abandons such property in such manner as to deprive the owner permanently of such use or benefit; or
 - c. Uses, conceals or abandons such property knowing such use, concealment or abandonment probably will deprive the owner permanently of such use or benefit.
- B. Theft Of Lost Or Mislaid Property Not Exceeding One Hundred Fifty Dollars In Value: A person commits theft who obtains control over lost or mislaid property when he:
 - 1. Knows or learns the identity of the owner or knows, or is aware of, or learns of a reasonable method of identifying the owner; and
 - 2. Fails to take reasonable measures to restore such property to the owner; and
 - 3. Intends to deprive the owner permanently of the use or benefit of such property.

C. Theft Of Labor As Services Or Use Of Property Not Exceeding One Hundred Fifty Dollars In Value: A person commits theft when he obtains the temporary use of property, labor or services of another where such property, and where such property, labor or services which are available only for hire, by means of threat or deception or knowing that such use is without the consent of the person providing the property, labor or services

4-3-19: RETAIL THEFT:

The offense of "retail theft", as defined in 720 Illinois Compiled Statutes 5/16A-1, causing a loss to the merchant not exceeding three hundred dollars (\$300.00), is hereby declared to be an offense under the ordinances of the Village. Any merchant in the Village who has reasonable grounds to believe a person has committed retail theft in violation of this Section shall have the same rights of detention as set forth in 720 Illinois Compiled Statutes 5/16A-5.

4-3-20: DECEPTIVE PRACTICES:

A person commits the offense of deceptive practices when with intent to obtain control over property or to pay for property, labor or services of another, he issues or delivers a check or other order upon a real or fictitious depository for the payment of money, knowing that it will not be paid by the depository. Failure to have sufficient funds or credit with the depository when the check or other order is issued or delivered in *prima facie* evidence that the offender knows that it will not be paid by the depository.

4-3-21: CRIMINAL DAMAGE; VANDALISM AND GRAFFITI:

A. Vandalism to Property: A person commits the offense of criminal damage to property, when he, with respect to such property:

1. Knowingly damages any such property of another without his consent;
2. Recklessly by means of fire or explosive damages such property of another;
3. Knowingly starts a fire on the land of another without his consent;
4. Knowingly injures a domestic animal of another without his consent;
5. Knowingly deposits on the land or in the building of another, without his consent, any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building;
6. Knowingly damages the property of another without his consent by defacing, deforming or otherwise damaging the property by the use of paint or any other similar substance.

B. Public Property: A person commits the offense of criminal damage to public property in the following instances when he knowingly:

1. Damages any property supported in whole or in part with public funds or belonging to any governmental body;
2. By means of fire or explosive damages property supported in whole or in part with public funds or belonging to any governmental body;
3. Starts a fire on property supported in whole or in part with public funds or belonging to any governmental body;
4. Deposits on land or in a building supported in whole or in part with public funds or belonging to any governmental body without the consent of such governmental body any stink bomb or any offensive smelling compound and thereby intends to interfere with the use by another of the land or building.

C. Graffiti:

1. Prohibited Activity:
 - a. It is unlawful for any person to place graffiti upon the surface of any structure or wall that is publicly or privately owned without the permission of the owner of the property.
 - b. It is unlawful for any owner of property to place or give permission to place on any property, real or personal which is in public view any graffiti which incites violence by reference to gang or criminal activity, depicts or expresses obscenity by referring to sexual activity or contains defamatory material about a public or private person or which mark out gang jurisdiction for purposes of designating territorial rights of gangs for criminal activity.
2. Graffiti Defined: For the purposes of this Section, "graffiti" shall be defined as any sign, symbol, marking, drawing, name initial, word, diagram, sketch, picture, letter or any other inscription or drawing identifying a gang or gang activity.
3. Affirmative Defense: It shall be an affirmative defense to the alleged violation of the foregoing provision if such activity was undertaken with the prior written consent of the owner of the property, demonstrating that the owner was aware of the content and method of the graffiti to be placed on the structure or wall.
4. Removal: The Village hereby declares graffiti to be a nuisance, which adversely affects the health, safety and welfare of the residents of the community and reduces property value, and subject to abatement as provided herein:

a. Owner Obligation To Remove: Upon written notification by the Village, the owner of the property upon which graffiti has been placed shall remove the graffiti within ten (10) working days from the date of the notice. The Chief of Police may grant an owner an additional thirty (30) days to remove the graffiti if the owner presents evidence of one of the following conditions:

- (1) Weather conditions make removal impossible or a substantial burden to the owner;
- (2) Necessary chemicals for removal are not readily available;
- (3) The physical condition of the owner makes immediate removal impossible or a substantial burden to the owner; or
- (4) Such other condition which makes immediate removal impossible or an undue hardship to the owner.

b. Right Of Village To Remove:

- (1) The Village may remove graffiti from the exterior of private property if an owner:
 - (A) Informs the Village of the presence of graffiti on the owner's property and the owner's inability to remove the graffiti;
 - (B) Prepays the Village for the cost of the removal; and
 - (C) Signs a statement authorizing removal by the Village and releasing and holding the Village harmless from any claims or suits brought for damages resulting from any chemicals or from any actions taken by the Village or its employees to remove the graffiti.
- (2) In addition, the Village may remove graffiti from the exterior of private property, viewable from a public or quasi-public places if:
 - (A) The Village has given notice to the owner as described in subsection B4a of this Section;
 - (B) The Village requests in writing that the owner consent to the removal by the Village and sign a release of the Village from liability for damage;
 - (C) Ten (10) days have elapsed since the date of the request for owner consent and fifty (50) days have elapsed since the date of the notice to remove the graffiti.

(3) If the Village removes the graffiti as provided above, the Village shall invoice the owner of the property for all costs associated with the removal of the graffiti. It shall be unlawful for any owner of such property to fail to pay the Village the invoice when due. In addition, the costs of removal shall constitute a lien on the property. Upon the failure of the owner to pay the graffiti removal costs, the Village may file a lien therefor with the appropriate recorder of deeds.

D. Parental Responsibility: The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events;

1. An unemancipated minor is adjudicated to be in violation of this Section or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section; and
2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
3. If, at any time within one year following receipt of the notice described in subsection C2 of this Section, the minor is adjudicated to be in violation of this Section, or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section.

It shall be unlawful for a parent or legal guardian to allow an unemancipated minor to engage in acts in violation of this Section. Each parent and legal guardian shall be jointly and severally liable.

E. Vandalism And Graffiti Detection:

1. Reward:

- a. The Village does hereby offer a reward of one hundred dollars (\$100.00) to any person who does not have an affirmative duty, yet supplies information leading to the arrest and conviction of any person for violating this Section. The reward shall not exceed five hundred dollars (\$500.00) per incident. In the event of multiple contributors of information, the reward amount shall be divided by the Village in the manner it shall deem appropriate. For purposes of this Section, incurring nonjudicial sanctions from an official agency resulting from an admission of guilt in violation of this Section shall constitute a "conviction".
- b. Claims for rewards under this Section shall be filed with the Village Treasurer. Each claim shall:

- (1) Specifically identify the date, location and kind of property damaged or destroyed;
- (2) Identify by name the person who was convicted, or confessed to the damage or destruction of the property;
- (3) Identify the court and date upon which the conviction occurred or the place and the date of the confession.

c. All claims for rewards must be approved by the Chief of Police, the Village Manager and the Village Treasurer after a thorough investigation of the claim.

F. Penalties: Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to seven hundred and fifty dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating subsections A, B1 and D of this Section:

1. To make full and complete restitution to the Village and the owner of the damaged property for expenses incurred in the removal of the graffiti and restoration of the property to its previous condition;
2. To reimburse the Village for any reward or reimbursements paid in connection with the violation; and
3. To participate in community service, including but not limited to, time spent in cleaning property that has been defaced by graffiti at any location in the Village.

G. Parental Responsibility For Fines: If a minor fails to pay a fine or restitution lawfully imposed upon him, the parents or legal guardian shall be jointly and severally liable for said fines or restitution.

4-3-22: SPRAY PAINT AND MARKER RESTRICTIONS:

A. Prohibitions:

1. It shall be unlawful for any person to sell, offer to sell, cause to be sold, give or otherwise provide any aerosol or pressurized container of paint, dye, ink or similar substance to any person under the age of eighteen (18) years.
2. It shall be unlawful to sell, offer to sell, cause to be sold, give or otherwise provide to any person under the age of eighteen (18) years a marker with a marking tip one-quarter inch ($1/4$ ") or more at its diameter.
3. No person under the age of eighteen (18) years shall purchase any pressurized container which contains paint, dye, ink or a similar substance.

4. It is unlawful for any individual under the age of eighteen (18) years, who is in a public place or upon private property, without the consent of the owner, lessee or other person entitled to legal possession thereof, and who is not accompanied by a responsible adult, to possess an aerosol or pressurized container of paint dye, ink or similar substance; or to possess a marker with a marking tip of one-quarter inch ($\frac{1}{4}$ "') or more in diameter.
- B. Restrictions On Manner Of Sale: All persons offering for sale pressurized containers which contain paint shall restrict access to those items from the public by placing them behind a locked counter, cabinet or other storage facility so that access to them cannot be gained without their being unlocked by an authorized employee, agent or other authorized representative of said person. All persons offering for sale markers with a marking tip of one-quarter inch ($\frac{1}{4}$ "') shall keep such markers in a location where they can be in constant view of the employee, agent or other authorized representative of the person selling the marker.
- C. Parental Responsibility: The parent or legal guardian of an unemancipated minor shall be presumed, in the absence of evidence to the contrary, to have failed to exercise proper parental responsibility and such minor shall be deemed to have committed the acts described below with the knowledge and permission of the parent or guardian upon the occurrence of the following three (3) events:
 1. An unemancipated minor is adjudicated to be in violation of this Section or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt in violation of this Section; and
 2. The parent or legal guardian has received a written notice thereof, either by certified or registered mail, return receipt requested, or by personal service, with a certificate of personal service returned from the Police Department of the Village, following said adjudication or nonjudicial sanction; and
 3. If at any time within one year following receipt of the notice described in subsection B2 of this Section, the minor is adjudicated to be in violation of this Section, or has incurred nonjudicial sanctions from another official agency resulting from an admission of guilt of violation of this Section.
- D. Penalties: Upon a finding of guilty for violation of this Section, there shall be imposed a fine up to seven hundred and fifty dollars (\$750.00). In addition to the fine, the court may require that a party guilty of violating this Section shall:
 1. Make full and complete restitution to the Village and the owner of any property damaged as a result of the violation, including expenses incurred in restoration of the property to its previous condition; and

2. Participate in community service.
- E. Parental Responsibility For Fines: If a minor shall fail to pay a fine or restitution lawfully imposed on him, the parents or legal guardian(s) of the minor shall be jointly and severally liable for said fine or restitution.

4-3-23: CRIMINAL TRESPASS:

- A. Vehicles: A person commits the offense of criminal trespass to a vehicle when he knowingly and without authority enters any vehicle, aircraft or watercraft or any part thereof of another without his consent.
- B. Land:
 1. A person commits the offense of criminal trespass to land when he enters upon the land or any part thereof of another, after receiving, prior to such entry, notice from the owner or occupant or Village official or the Village Police Department, that such entry is forbidden, or remains upon the land of another after receiving notice from the owner or occupant to depart.
 2. A person has received notice from the owner or occupant or public official or the Village Police Department within the meaning of subsection B1 of this section if he has been notified personally, either orally or in writing, or if a printed or written notice forbidding such entry has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof.
- C. Depositing, abandoning or dumping: A person commits the offense of criminal trespass to land when he deposits, abandons or dumps any waste material, garbage, refuse or offensive substance upon the premises, or any part thereof, of another, including any public property without the prior consent of the owner of the said property.
- D. Public Property:
 1. Whoever enters upon land supported in whole or in part with public funds or belonging to any governmental body or any building on such land, after receiving prior to such entry, notice that such entry is forbidden, or remains upon such land or in such building after receiving notice.
 2. A person has received notice within the meaning of subsection D1 of this section if he has been notified personally, either orally or in writing or if a printed or written notice forbidding entry to him or a group of which he is a part, has been conspicuously posted or exhibited at the main entrance to such land or the forbidden part thereof.

4-3-24: DEFACE, DESTROY PUBLIC PROPERTY:

- A. Defacing Public Property: No person shall cut, injure, mark or deface any tree, grass, shrub or walk in any street or public park, or any sewer, water pipe, drain, catch basin, gutter or other appurtenance or hydrant laid or placed by the Village.
- B. Damaging Electric Utilities: No person shall break, deface, disturb, interfere with, carry away, or in any way injure or destroy any electric lamp, or any part of, or appurtenance to, any lamp or light used in, upon or about any street, alley or public place in the Village, or break, injure, destroy or in any way disturb or interfere with any electric light, telephone or telegraph wire, or any appurtenance thereto, at any place within the Village.

4-3-25: BILL POSTING:

The painting, marking or fastening upon or to any public or private building, or upon or to any tree, fence, sidewalk or other premises within the Village, of any handbill, placard, sign or marking, except legal notices arising under the laws of the State or the ordinances of the Village, without permission of the occupants of the premises, or of the owner if such premises are unoccupied, is declared to be a nuisance. Any person who shall violate this Section shall be subject to the penalty provided for violation of this Code, 4-3-39, and shall abate or remove such nuisance after having been notified so to do by any officer of the Village.

Offenses Against Morals:**4-3-26: INDECENT CONDUCT:**

No person shall appear in a public place in a state of nudity, or in an indecent or lewd dress, or shall make any indecent exposure of his or her person, or be guilty of any lewd or indecent act or behavior, or shall exhibit, sell or offer to sell, any indecent or lewd book, picture or other thing, or exhibit or person any indecent, immoral or lewd play or representation.

4-3-27: OBSCENE CONDUCT, DISTRIBUTION OF OBSCENE MATERIAL:**4-3-27-1: DEFINITIONS:**

AVAILABLE TO THE PUBLIC: The matter or performance may be purchased or attended on a subscription basis, on a membership fee arrangement, or for a separate fee for each item or performance.

DISSEMINATE: To transfer possession of, with or without consideration.

KNOWINGLY: Being aware of the character and content of the material.

MATERIAL: Any book magazine, newspaper or other printed or written material or any

picture, drawing, photograph, motion picture or other pictorial representation or any statue or other figure, or any recording, transcription or mechanical, chemical or electrical reproduction or any other articles, equipment or machines.

NUDITY: The showing of the human male or female genitals or pubic area with less than a fully opaque covering, or the depiction of covered male genitals in a discernibly turgid state.

OBSCENE: Means that to the average person applying contemporary community standards:

- A. The predominant appeal of the matter taken as a whole is to prurient interest; i.e., a shameful or morbid interest in sexual conduct, nudity or excretion; and
- B. The matter depicts or describes in a patently offensive manner sexual conduct regulated by the Illinois Compiled Statutes³; and
- C. The work, taken as a whole, lacks serious literary, artistic, political or scientific value.

PERFORMANCE: Any preview, play, show, skit, film, dance or other exhibition performed before an audience.

PERSON: Any individual, partnership, firm, association, corporation or other legal entity.

PROMOTE: To cause, permit, procure, counsel or assist.

SERVICE TO PATRONS: The provision of services to paying guests in establishments providing food and beverages; including but not limited to hostessing, hat checking, cooking, bartending, serving, table setting and clearing, waiter and waitressing and entertaining.

4-3-27-2: PROHIBITED CONDUCT:

It shall be unlawful for any person to:

- A. Knowingly disseminate, distribute or make available to the public any obscene material; or
- B. Knowingly engage or participate in any obscene performance made available to the public; or
- C. Knowingly engage in commerce for commercial gain with materials depicting and describing explicit sexual conduct, nudity or excretion utilizing displays, circulars,

³ 720 ILCS 5/1-1 et seq.

advertisements and other public sales efforts that promote such commerce primarily on the basis of their prurient appeal; or

D. Provide service to patrons in such a manner as to expose to public view:

1. His or her genitals, pubic hair, buttocks, perineum, anal region or pubic hair region;
2. Any device, costume or covering which gives the appearance of or simulates the genitals, pubic hair, buttocks, perineum, anal region or pubic hair region; or
3. Any portion of the female breast at or below the areola thereof; or

E. Knowingly promote the commission of any of the above listed unlawful acts.

4-3-27-3: NOTICE OF OBSCENE MATERIAL OR ACTION:

A. Actual notice of the obscene nature of such material, performance or activity may be given to a person involved in or responsible for such from the Village Attorney on the basis of information lawfully gathered and supplied to him by the Police Department or citizens.

1. Such notice shall be in writing and delivered by mail or in person to the alleged offender.
2. Such notice shall state that:
 - a. In the opinion of the Village Attorney the activity engaged in falls within the prohibitions of Section 4-3-27-2 of this Chapter;
 - b. That if such activity has not ceased within seven (7) judicial days, the Village will take appropriate legal action; and
 - c. That a declaratory judgment proceeding as described in this subsection of this Chapter is available if a person engaged in the challenged activity wishes to initiate the legal determination of whether the activity is in fact obscene.

B. A person who promotes any obscene activity as prohibited in Section 4-3-13-2 of this Chapter in the course of his business is presumed to do so with knowledge of its content and character.

4-3-27-4: TYPES OF PROCEEDINGS:

A. In Rem Proceedings:

1. The Chief of Police may apply to the Village Attorney to institute an attachment proceeding against any material which is alleged to be obscene in a sworn affidavit.

2. Upon filing of an application for attachment authorized in subsection A1 of this Section, the Chief of Police shall immediately cause notice thereof to be served either personally or by mail upon any person residing or doing business in the Village who is known or believed by the Chief of Police to have any of the following interests in material named in the complaint:

- a. The publisher; and
- b. The wholesaler, distributor, circulator; and
- c. Every retailer or dealer who has, or may have, possession of any material identical to material named in the complaint.

3. Trial shall be held no later than the fourth judicial day following the filing for attachment, or as continued for good cause by the trial judge.

B. Declaratory Judgment:

1. Any person receiving notice in writing from the Village Attorney under this subsection of this Chapter that a specified activity is obscene may bring action against the Village for a declaratory judgment to determine whether such activity is obscene.
2. If it is adjudged and declared by the court that such activity is obscene, then the Village Attorney may cause the publication of such judgment in a newspaper of general circulation in the Village and upon such publication all persons residing or doing business in the Village will be presumed to have actual notice of the nature of the activity.

C. Criminal Prosecution:

1. The Village Attorney may cause criminal charges to be brought against any person presently engaging in or who has engaged in any prohibited activity in violation of subsections 4-3-27- et seq of this Chapter.
2. If the Village Attorney has given notice pursuant to 4-3-27, then such criminal charges may be brought only after seven (7) judicial days after receipt of said notice.

D. Injunction:

1. The Village Attorney may seek a temporary restraining order in Circuit Court in order to enjoin any obscene performance or the service of patrons in violation of any subsection of 4-3-27 of this Chapter.

2. If the Village Attorney has given written notice pursuant to 4-3-27 of this Chapter, he may, after the passage of seven (7) judicial days, seek such a temporary restraining order.
3. A judicial hearing on a request for such order must be granted within three (3) judicial days, and if the temporary restraining order is issued, a trial on the issue of the obscenity of the activity must be commenced within ten (10) judicial days of the issuance of the temporary restraining order. Such trial is not to be postponed, stayed or adjourned by the Circuit Court for more than two (2) judicial days, except for good cause shown.

E. Additional Proceedings: Proceedings authorized by this Section shall be in addition to any others provided by law.

4-3-27-5: EVIDENCE; DEFENSES:

- A. Expert affirmative evidence that the materials or activities are obscene is not required when the materials or activities themselves are presented as evidence.
- B. It shall be an affirmative defense in any prosecution under this Section that allegedly obscene material was disseminated or presented for a bona fide scientific, medical, educational, governmental or judicial purpose by a physician, psychologist, teacher, clergyman, prosecutor or judge.

4-3-27-6: PENALTIES:

- A. In an in rem proceeding against sexually explicit material under any subsection of 4-3-27 of this Chapter, the court shall, upon a determination by the trier of fact that the material is obscene, make an order confiscating the obscene material and authorize and direct the Chief of Police to, pending the exhaustion of all appeals, destroy the same.
- B. Whoever violates this Section shall, upon conviction thereof, be fined not less than one hundred dollars (\$100.00) nor more than seven hundred and fifty dollars (\$750.00) and imprisoned for a period not to exceed six (6) months, or both.
- C. After conviction, in addition to any other penalty imposed for a violation of this Section, the Village Clerk may, in his discretion, revoke the business license of the offender and upon conviction of the offender for a second violation, the Village Clerk shall revoke the business license of such person.

4-3-28: GAMBLING:

- A. Playing: No person shall deal, play or engage in any device or game of chance or hazard, either as banker, dealer, player or otherwise, nor bet on any game others may be playing for the purpose of gaming.

- B. Possession Of Gaming Device: No person shall bring into the Village or have in his possession in the Village, for the purpose of gaming, any table, thing or device of any kind or nature whereon or with which money or any other thing of value may be played for.
- C. Lottery: No person shall keep, maintain, direct or manage, or aid in the keeping, maintaining, directing or managing of, any lottery or thing for the drawing or disposing of money or any other property.
- D. Seizing Gaming Devices: It is the duty of every member of the police force to seize any table, instrument, device or thing used for the purpose of gaming; and all such tables, instruments, devices or things shall be destroyed. No person shall obstruct or restrict any member of the police force in the performance of any act authorized by this Section.
- E. Delivering Wagers: No person shall engage in the business of delivering wagers or bets.

D. Gambling Houses:

- 1. Maintaining Or Patronizing: It shall be unlawful to maintain or patronize any establishment maintained for a gambling house or resort anywhere in the village.
- 2. Advertising: It shall be unlawful to advertise any gambling house or resort in any street, alley or other public place within the village.

4-3-29: BINGO:

The provisions of this Chapter shall not be construed to prohibit lawful conducting of bingo by certain nonprofit organizations as provided by 230 Illinois Compiled Statutes 25/1.

4-3-30: DISCARDED REFRIGERATORS:

It shall be unlawful for any person to store discarded or unused ice boxes, refrigerators or similar self-locking containers which cannot be opened from the inside by a child by pushing only, about any building, garage, barn, lot or other place accessible to children without first removing the doors therefrom or detaching the lock or otherwise rendering it inoperable.

4-3-30: DISORDERLY HOUSES:

No person shall keep a common, disorderly or ill-governed house, or suffer any person to play at cards or other game of chance on his premises, for the purpose of winning or losing money, or any other article or thing.

4-3-31: LIQUOR OR BEER IN PUBLIC PLACES:

No person shall carry, exposed to view, an open can, bottle or other container containing beer or intoxicating liquor, or drink from such container, on any public walk, street or in any park or other public place in the Village, except while attending a public event in which the event promoters have obtained all valid and applicable licenses from the Village, including but not limited to a liquor license, and that person remains within the boundaries of the said event, is of legal age to consume alcohol, and is only consuming alcohol provided by the event promoter.

4-3-32: INTOXICATION:

It shall be unlawful for any person to be in an intoxicated condition in any street, alley or public place in the Village.

It shall be unlawful for any person to be in an intoxicated condition in any private house or place when the intoxicated person breaches the peace and deleteriously affects the health, welfare and enjoyment of the residents of the Village.

4-3-33: TRICK-OR-TREATING ON HALLOWEEN:

- A. Time Limit: It shall be unlawful for any person to engage in the act of solicitation commonly referred to as "trick-or-treating" at any time other than Halloween Day between the hours of three o'clock (3:00) P.M. and eight o'clock (8:00) P.M.
- B. Parental Responsibility: It shall be the duty and responsibility of the parents to see that no soliciting other than in compliance with this Section is engaged in by their children.
- C. Penalty: Any person who violates, disobeys or refuses to comply with the enforcement of this Section shall, upon conviction, be fined not less than five dollars (\$5.00) no more than twenty five dollars (\$25.00).

4-3-34: AUTOMATIC AMUSEMENT DEVICES:

- A. Definition: An "automatic amusement device" is defined as any machine which, upon the insertion of a coin, slug, token, plate or disk, or similar object, may be operated for use as a game, entertainment or amusement, whether or not registering a score and which includes such devices as marble machines, pinball machines, skill ball, electronic dart games, pool or billiard tables, electronic games using video screens and electrical impulses or mechanical grab machines. It includes any other type of mechanical or electronic game, the object of which is to secure a particular score, or high score by use of balls, spheres, springs, trigger devices or electrical impulses.
- B. Devices Prohibited: Automatic amusement devices are hereby prohibited except as set forth herein.

- C. License Required: It shall be unlawful for any person to install, maintain or operate any automatic amusement device for use within the Village limits, except in a person's residence, without first having obtained the necessary licenses and paid the fees required for each and every such device.
- D. Location Restriction: No automatic amusement devices shall be located within three hundred feet (300') of any church, public or parochial school or playground.
- E. Number Of Devices: No person shall be permitted to install, maintain or operate on its premises more than three (3) automatic amusement devices. Any establishment or club which has installed, operated and received licenses for more than three (3) automatic amusement devices at the time this Section is adopted shall be required to remove all but three (3) of those devices by December 15, 1996. The term "person" includes individuals as well as for-profit and not-for-profit entities or organizations.
- F. Installation: Liquor licensees holding either a Class A, E-1 or C license shall install said automatic amusement devices only in the bar area prohibiting access to anyone under the age of twenty one (21) years.
- G. Prohibition Against Future Devices: No license shall hereafter be issued for any new or additional automatic amusement device at any location within the corporate limits of the Village. If a license is issued for an automatic amusement device at the time of the passage of these provisions under this Section, a license may be issued for that automatic amusement device in the future subject to the limitations contained in subsection D of this Section. Any establishment or club which previously operated automatic amusement devices where a license was not previously required shall be required and permitted to obtain licenses subject to the limitations in subsection D of this Section.
- H. Nuisance Declared: Whenever a person shall continue to maintain an automatic amusement device in violation of this Section for more than ten (10) days after being first notified of the violation through the imposition of a fine therefor, the automatic amusement devices so maintained shall be declared a public nuisance and may be abated by the Village.
- I. Fines: Any person who owns, possesses, controls, or maintains automatic amusement devices for use in violation of this Section shall be guilty of a misdemeanor and fined not less than twenty five dollars (\$25.00) nor more than one thousand dollars (\$1,000.00) for each violation. A separate offense shall be charged for each day such person keeps an automatic amusement device in violation of this Section.
- J. Gambling Device: In no event shall any license of any kind 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.

4-3-35: FIREWORKS:

It shall be unlawful to discharge, set off or sell at retail any fireworks or pyrotechnics anywhere in the Village; provided, that exhibitions of pyrotechnics, properly safeguarded, may be given if a permit therefor is obtained from the Village or Village Board.

4-3-36: RECKLESS SETTING OF FIRES:

- A. No person shall recklessly use matches, lighters or other fire-producing means to produce fire in a careless, reckless or negligent manner, whether wilfully or wantonly, or without due regard to the safety of others, or the safety of property; and neither shall any person set fire to any bedding, furniture, curtains, drapes, house or household fittings, or any building or part of any building whatsoever, so as to endanger the life or property in any way or to any extent. Any person who is found guilty of violating this subsection or any part thereof by any court of competent jurisdiction shall be subject to a fine of not more than seven hundred and fifty dollars (\$750.00) for each offense.
- B. It shall be unlawful to build or light any bonfire so close to any building or other structure as to endanger such building or structure, or on any public street or sidewalk pavement.

4-3-37: COMBUSTIBLE REFUSE STORAGE:

It shall be unlawful to permit or store any combustible refuse in such a way as to create a fire hazard, or to store or throw any refuse of any kind on any street, alley or other public place.

4-3-38: ILLINOIS CRIMINAL CODE ADOPTED BY REFERENCE

Except insofar as the application thereof is clearly impractical or inappropriate, in view of the context or purposes or penalty as provided, all of the definitions, requirements, regulations, prohibitions, provisions and sections of the Illinois Criminal Code, as amended, are hereby adopted by the Village. Any and all violations thereof shall be considered violations of this chapter, and each such violation shall subject the violator thereof to penalty provision under this chapter if proceeded hereunder.

4-3-39: PENALTY:

Unless otherwise provided for herein, any person violating any of the provisions of this chapter shall be fined not more than seven hundred and fifty dollars (\$750.00).

4-3-40: ADOPTION AND INCORPORATION OF SMOKE FREE ILLINOIS ACT IN ITS ENTIRETY BY REFERENCE; PENALTIES AND FINES:

A. Pursuant to section 65 of act 82 of chapter 410 of the Illinois Compiled Statutes, the Village hereby adopts and incorporates by reference into this Code each and every provision of the Smoke Free Illinois Act as contained in act 82 of chapter 410 of the Illinois Compiled Statutes, as amended from time to time, as if fully set out in this Code. The penalties are included in this adoption by reference and shall control unless otherwise specifically expressed in this Code. Any proceeding resulting from a violation of an Smoke Free Illinois Act regulation, written as a violation of this Code, shall be deemed to be a civil matter for purposes of burden of proof and rules of court. Three (3) copies of said Smoke Free Illinois Act are on file in the office of the Village Clerk. The fact that a particular activity is proscribed or regulated in both the Smoke Free Illinois Act and another section of this chapter shall not affect either the validity of this section or the validity of this Code regulation. Except where noted, if any provisions in the Smoke Free Illinois Act and this chapter are inconsistent with each other, the provisions as set forth in this Code shall govern.

Any regulation found in the Smoke Free Illinois Act may be cited as a regulation of this Code.

B. As stated by the Smoke Free Illinois Act, No person shall smoke in a public place or in any place of employment or within 15 feet of any entrance to a public place or place of employment. No person may smoke in any vehicle owned, leased, or operated by the State or Village. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by Section 35 of the Smoke Free Illinois Act.

C. A person, corporation, partnership, association or other entity who violates Section 15 of this Act shall be fined pursuant to this Section. Each day that a violation occurs is a separate violation.

D. A person who smokes in an area where smoking is prohibited under Section 15 of this Act, as restated in 4-3-39(B) of this Code, shall be fined in an amount that is not less than \$100.00 and not more than \$250. A person who owns, operates, or otherwise controls a public place or place of employment that violates Section 15 of the Smoke Free Illinois Act, as restated in 4-3-39(B) of this Code, shall be fined (i) not less than \$250.00 for the first violation, (ii) not less than \$500.00 for the second violation within one year after the first violation, and (iii) not less than \$2,500.00 for each additional violation within one year after the first violation.

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 26th day of April, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES:

NAYES:

ABSENT:

F:\PKB\Bensenville\ordinances\Chapter 3 General Offenses\Ordinance amending Chapter 3. SAH.4.13.11.doc

Village of Bensenville

Arbor Day Proclamation

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

WHEREAS,

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

NOW, THEREFORE, BE IT RESOLVED that I, Frank Soto, Village President and the Board of Trustees do hereby proclaim Friday, April 29th, 2011 as



in the Village of Bensenville and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

BE IT FURTHER RESOLVED to encourage citizens to plant trees to gladden the heart and promote the well-being of this and future generations within our community.

PASSED THIS 26TH DAY OF APRIL, 2011

Frank Soto, Village President