



12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

VILLAGE BOARD

August 26, 2021

President  
Frank DeSimone

Board of Trustees  
Rosa Campona  
Ann Franz  
Marie T. Frey  
McLane Lummus  
Nicholas Paninola Jr.  
Armando Perez

Village Clerk  
Nancy Quinn

Village Manager  
Evan K. Summers

Ms. Mandy Jo Ganieany  
Director of Organizing  
Painters District Council No. 30

Re: August 25, 2021 FOIA Request

Dear Ms. Ganieany:

I am pleased to help you with your August 25, 2021 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on August 26, 2021. You requested copies of the items indicated below:

*"If you have entered into a Maintenance Agreement for your water supply assets, I request the following information be provided to me.*

- *A copy of the Maintenance Agreement*
- *Any invoices paid under this Maintenance Agreement*
- *A copy of the Minutes where the Maintenance Agreement was discussed and/or awarded."*

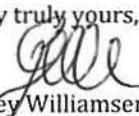
After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-76-2021 entitled *"Authorizing the Water Tank Maintenance Agreement Between the Village of Bensenville and Utility Service Company, Inc. for the Foster Ave Water Tank"*. (13 pgs.)
- 2) Village of Bensenville Minutes of the Special Village Board of Trustees Meeting dated July 27, 2021. (14 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamsen  
Freedom of Information Officer  
Village of Bensenville

**RESOLUTION NO. R-76-2021**

**AUTHORIZING THE WATER TANK MAINTENANCE AGREEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE AND UTILITY SERVICE  
COMPANY, INC. FOR THE FOSTER AVE WATER TANK**

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS water distribution is one of the core services provided by the Village; and

WHEREAS water distribution services are regulated by the Illinois Environmental Protection Agency; and

WHEREAS the Village of Bensenville owns, operates and maintains the 750,000 gallon ground storage water tank off of Foster Ave; and

WHEREAS it is necessary to maintain the infrastructure that assists with providing such services; and

WHEREAS the Foster Ave tank was last painted in the early 1990s; and

WHEREAS over the years the required routine maintenance and painting has been postponed due to other budgetary needs; and

WHEREAS the most recent inspection performed on this tank in September 2020 revealed significant signs of visible failures on the tank including rusting, coating failures, chipping, as well as structural damage; and

WHEREAS it is necessary to keep up with the routine maintenance and painting needs of the facility while being budget conscious; and

WHEREAS the best way to accomplish this is by entering into a water tank maintenance contract; and

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

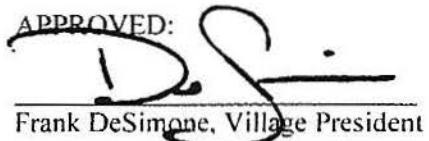
**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village President and Board of Trustees authorize the water tank maintenance agreement between the Village of Bensenville and Utility Service Company, Inc. for the Foster Ave water tank.

**SECTION THREE:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated July 27, 2021.

APPROVED:   
Frank DeSimone, Village President

ATTEST:

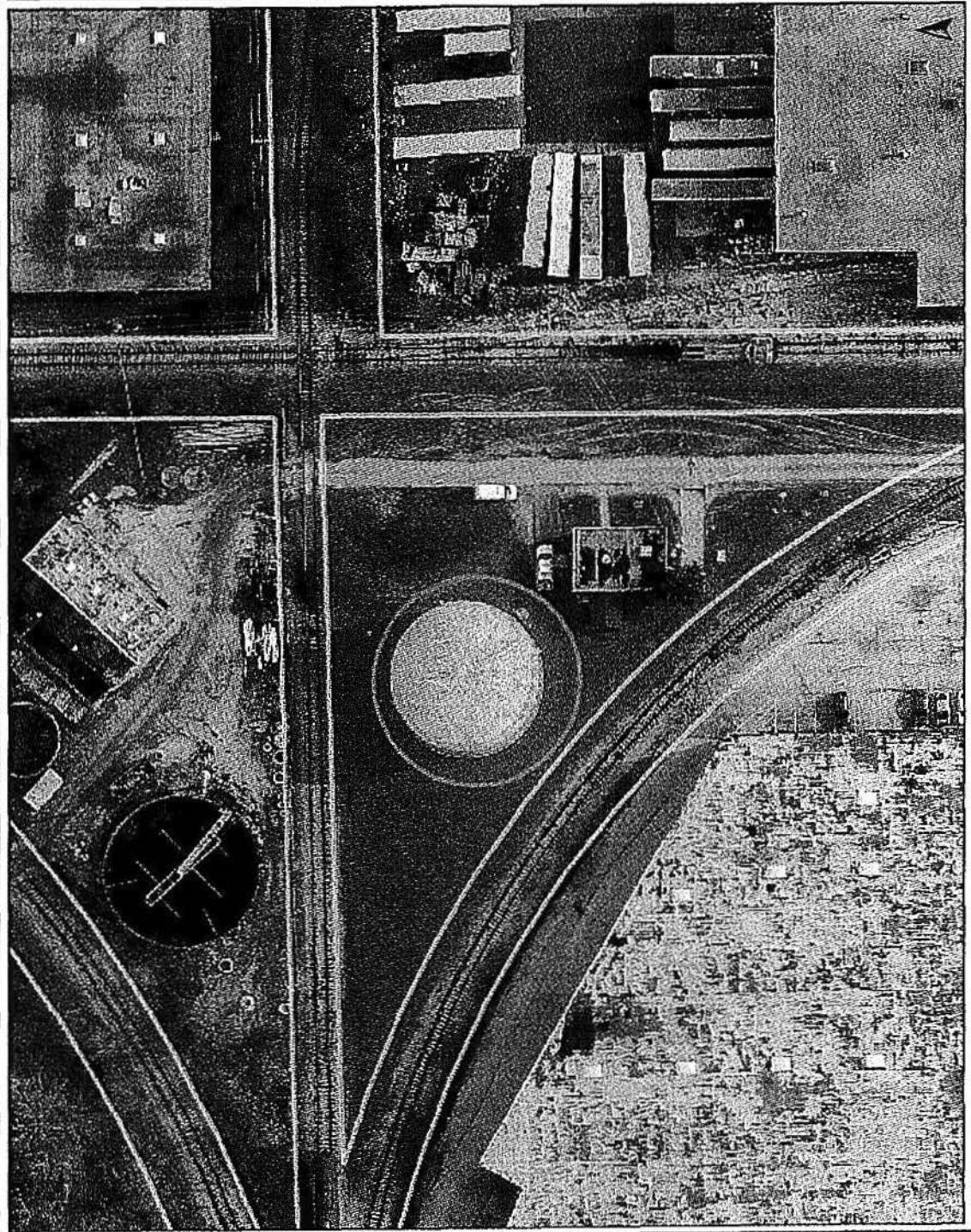
  
Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

ABSENT: Lomax

# GIS Consortium Foster Ave Tank



## Legend

Print Date: 7/16/2021

Notes

Disclaimer: The GIS Consortium Land Map is provided under the general information purposes only. Although the information is believed to be generally accurate, it is not to be relied upon for engineering design or legal purposes. Professional Land Surveyors should be consulted to determine precise location boundaries on the ground.

SCOPE OF WORK NO. 1  
TO THE MASTER SERVICES AGREEMENT BETWEEN  
UTILITY SERVICE CO., INC.  
AND  
VILLAGE OF BENSENVILLE, IL

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**WATER TANK MAINTENANCE – 750,000 GALLON - FOSTER GROUND TANK**

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1. **Effective Date.** The Effective Date for this Scope of Work No. 1 ("SOW1") shall be July 27, 2021.
2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 750,000 gallon water storage tank located at Foster Avenue, Bensenville, IL 60106 (hereinafter "tank"). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year ("Contract Year 1"). This SOW1 will automatically renew for successive one-year terms ("Contract Years") unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Company's Responsibilities.** This SOW1 outlines the Company's responsibility for the care and maintenance of the above described water storage tank. Care and maintenance include the following:
  - A. The Company will annually inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
  - B. Biennially, beginning with the first washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
  - C. The Company shall furnish engineering and inspection services needed to maintain and repair the tank and tower during the term of this SOW1. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.
  - D. The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting is to be determined by the thickness of the existing liner and its protective condition. When interior repainting is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting is to be determined by the appearance and protective condition of the existing paint. At the time the exterior requires repainting,

the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the **State of Illinois**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

E. A lock will be installed on the roof hatch of the tank.

F. The Company will provide emergency services, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the tank site.

G. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

H. The Company will furnish current certificates of insurance coverage to the Owner.

I. In the event that the Owner will not release the tank for service or is the cause of unreasonable delay in the performance of any service herein, the Company reserves the right to renegotiate the annual fees, and the Owner agrees to renegotiate the annual fees in good faith. In addition, the Owner hereby agrees that the Company can replace a washout inspection with a visual inspection, ROV inspection, or UAV inspection without requiring modification of this Contract.

4. **Contract Price/Annual Fees.** The tank shall receive an **exterior renovation, interior renovation and repairs** prior to the end of Contract **Year 1**. The first **five (5)** annual fees shall be **\$159,366.00** per Contract Year. The annual fee for Contract Year 6 shall be **\$39,863.00**. Each anniversary thereafter, the annual fee shall be adjusted to reflect the current cost of service. Commencing in Contract Year 6, and continuing each Contract Year thereafter, the annual fee shall be adjusted by the fifteen (15) year rolling average of the published "ENR Construction Cost Index-20 Cities Average" ("index"), with the increase being applied to the prior year annual fee. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.
5. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable **upon completion of the initial exterior renovation, interior renovation and repairs**. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year, thereafter. Furthermore, if the Owner elects to terminate this SOW1 prior to remitting the first **five (5)** annual fees, then unpaid balance of the first **five (5)** annual fees shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.
6. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. **Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.**
7. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank

maintenance will be just cause for modification of this SOW1. Said modification of this SOW1 will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

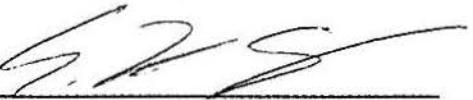
The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

8. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at any time during the term of the SOW1; except for the exterior renovation in Contract Year 1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any latent defects of the tank or its components (i.e., corrosion from the underside of the floor plates or corrosion in areas not accessible to maintain); or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.
9. **Visual Inspection Disclaimer.** This SOW1 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion in areas not accessible to maintain, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER

Village of Bensenville

By: 

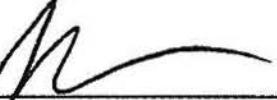
Name: Evan K. Summers

Title: Village Manager

Date: 7-17-2021

COMPANY

Utility Service Co., Inc.

By: 

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: July 14, 2021

## Initial Upfront Renovation Specification

### Contract Year 1- (2021)

#### Exterior Blast

1. All exterior surfaces shall be abrasive blast cleaned to a SSPC-SP No. 6 "Commercial" finish, removing all existing paint, rust, dirt, mill scale, and foreign matter by the recommended methods outlined in the Society for Protective Coatings Specification, SSPC-SP No.6. Blastox will be added to the blast media.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A containment system shall be utilized to meet the emission control requirements of a Class 2A System, as specified in SSPC-Guide 6 (CON), Guide for Containing Debris Generated During Paint Removal Operations, dated December 1, 1997.
4. Apply one [1] full prime coat of Tnemec Series 94-H2O zinc coating at a DFT of 2 or 3 mils.
5. Apply one [1] full intermediate coat of Tnemec Series N69 at a DFT of 2 to 3 mils.
6. Apply one [1] full topcoat of Tnemec Series 72 at a DFT of 2 to 3 mils.
7. Apply one [1] new logo.
8. Coat concrete foundation

#### Repairs

1. Install access ladder cable safety climb
2. Foundation grout repair
3. Seal weld 24 old Cathodic Protection plates on the roof
4. Remove Cathodic Protection system
5. Remove existing access ladder notched rail safety climb

#### Interior Wet

1. The complete interior (100%) shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
3. A high build liner manufactured by the Tnemec Company shall be applied as follows:
4. Primer Coat: One [1] complete coat of Tenemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 3 to 5 mils.
5. Finish Coat: One [1] complete coat of Tenemec Series N140 Epoxy or equivalent shall be applied to achieve a dry film thickness of 4 to 6 mils.
6. Contrasting Color: Each coat of epoxy shall be of contrasting color.
7. Stripe Coat: One additional coat of epoxy shall be applied by brush and roller to weld seams.
8. After the liner has properly cured, the interior surfaces shall be disinfected per A.W.W.A. Spray Method No. 2 (200 PPM).
9. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
10. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
11. The Tank shall be sealed and made ready for service.

MASTER SERVICES AGREEMENT  
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between VILLAGE OF BENSENVILLE, with a principal business address of 717 E. Jefferson Street, Bensenville, IL 60106 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide services to Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. Scope.** The Company agrees to provide the Owner with certain services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

**2. Term.** The effective date of this Agreement shall be July 27, 20 21 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

**3. Fees.** For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

**4. Independent Contractor.** Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary,

this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

**5. Insurance.** Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

**6. Representations.** Company represents and warrants that Company has the full power and authority to enter into and perform this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

**7. Indemnification.** Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt notification to Company with respect to the pertinent third-party claim(s).

**8. Assignment of Receivables.** The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

**9. Termination.** This Agreement or any SOW may be terminated by either Party if written notice of termination is received by the non-terminating Party at least ninety (90) days before the commencement of the upcoming Renewal Term. If the notice of termination is not received at least ninety (90) days before the commencement of the upcoming Renewal Term, this Agreement shall renew for the upcoming Renewal Term of one-year, and then terminate at the expiration of that Renewal Term. In the event of termination by Owner, Owner shall pay Company any amounts due or owing pursuant to all SOWs for products and/or services delivered by Company prior to the date of termination, unless otherwise agreed by the Parties in SOW(s).

**10. Intellectual Property.** The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

**11. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE DIRECTORS, OFFICERS, OFFICIALS, AND EMPLOYEES BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWSOEVER CAUSED OR ARISING UNDER THIS AGREEMENT. The foregoing provision limiting the liability of the Parties' directors, officers, officials, and employees shall be deemed to be trust provisions for the benefit of such directors, officers, officials, and employees and shall be enforceable by such persons as trust beneficiaries. Such provisions shall not be construed as imposing any liability on such directors, officers, officials, and employees where it does not otherwise exist in law.

**12. Rules of Construction.** In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. **Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.**

**13. Miscellaneous.**

**a. Notices.** All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

**b. Entire Agreement; Amendment.** This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

**c. Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party; such consent will not be unreasonably withheld. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

**d. Force Majeure.** If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

**e. Survival of Certain Provisions.** Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

**f. No Waiver.** The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

**g. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

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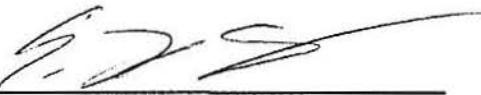
SIGNATURE PAGE TO FOLLOW.

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WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

**OWNER**

VILLAGE OF BENSENVILLE

By: 

Name: Evan K. Summers

Title: Village Manager

Date: 7-27-2021

**COMPANY**

UTILITY SERVICE CO., INC.

By: 

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: July 14, 2021

**Notice Address for Each Party:**

Village of Bensenville

Attn: Joe Caracci

717 E Jefferson St

Bensenville, IL 60106

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Blvd

P O Box 1350

Perry, Georgia 31069

**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**  
July 27, 2021

**CALL TO ORDER:** 1. President DeSimone called the meeting to order at 6:30 p.m.

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

President DeSimone, Carmona, Franz, Frey, Panicola, Perez

Absent: Village Clerk, Nancy Quinn, Lomax

A quorum was present.

Staff Present: E. Summers, J. Caracci, S. Flynn, J. McManus, D. Schultz, S. Viger, C. Williamsen

**PRESENTATION:** Sara Hunn of the Illinois Association for Floodplain and Stormwater Management presented the Village of Bensenville with the IASFM "Excellence in Stormwater Management" award.

Director of Public Works, Joe Caracci, presented Three Proclamations Recognizing Public Works Employees Eugene Giannola Jr., Clay Stueve, and Eduardo DeAnda for their combined 120 years of service to the Village of Bensenville.

**PUBLIC COMMENT:** **Mehul Patel – 2400 Lindsay Court, West Chicago, Illinois**

Mr. Patel thanked the Village Board and Staff for giving him the opportunity to serve as the Village's Assistant Public Works Director.

**Matt Pauga - 6 Kingston Court, North Barrington, Illinois**

Mr. Pauga addressed the Village Board regarding his request to rezone his properties. Mr. Pauga submitted an exhibit to the Village Board. The exhibit has been attached to the minutes as "Exhibit A".

**Mary Ann Medina – 185 South Church Road, Illinois**

Ms. Medina addressed the Village Board regarding her recent water bill. Ms. Medina submitted an exhibit to the Village Board. The exhibit has been attached to the minutes as "Exhibit B".

Minutes of the Special Village Board Meeting  
July 27, 2021 Page 2

**APPROVAL OF  
MINUTES:**

4. The June 15, 2021 Village Board Meeting minutes were presented.

**Motion:** Trustee Panicola made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**WARRANT NO.**

**21/11:**

5. President DeSimone presented **Warrant No. 21/11** in the amount of \$5,009,313.55.

*Trustee Perez recused himself from voting on the agenda item due to a bond refund check appearing on the warrant.*

**Motion:** Trustee Franz made a motion to approve the warrants as presented. Trustee Frey the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola

NAYS: None

Motion carried.

**Ordinance No.  
20-2021:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 20-2021** entitled an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Employment Agreement with Evan K. Summers as Village Manager.**

There were no questions from the Village Board.

**Motion:** Trustee Perez made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-64-2021:**

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-64-2021** entitled a **Resolution Approving a Lobbying Services Agreement between the Village of Bensenville and Maren Ronan Ltd.**

There were no questions from the Village Board.

**Motion:**

Trustee Carmona made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**21-2021:**

8. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 21-2021** entitled an **Ordinance Granting Site Plan Review and a Final Planned Unit Development with Code Departures for the Properties Located in the Mohawk Terrace Subdivision.**

There were no questions from the Village Board.

**Motion:**

Trustee Perez made a motion to adopt the ordinance as presented. Trustee Panicola seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**22-2021:**

9. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 22-2021** entitled an **Ordinance Approving Site Plan Review and Granting an Amendment to a PUD and a Final Plat of Subdivision for the Properties Located in the Mohawk Terrace Subdivision.**

There were no questions from the Village Board.

**Motion:**

Trustee Panicola made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

23-2021:

10. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 23-2021** entitled an **Ordinance Granting a Variation to Allow an Increase in the Driveway Parking Pad, and Denying a Variation to Increase Driveway Width at 386 E Red Oak Street, Bensenville, IL.**

There were no questions from the Village Board.

Motion:

Trustee Frey made a motion to adopt the ordinance as presented.  
Trustee Perez seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

24-2021:

11. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 24-2021** entitled an **Ordinance Granting a Variation to Allow a Paved Parking Area in the Corner Side Yard at 243 Spruce Avenue, Bensenville, IL.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to adopt the ordinance as presented.  
Trustee Franz seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Minutes of the Special Village Board Meeting  
July 27, 2021 Page 5

**Ordinance No.**

**25-2021:**

12. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 25-2021** entitled an **Ordinance Granting a PUD, and Denying a Zoning Map Amendment to Rezone the site from C-2 Commercial to R-5 Residential at 1131-39 Center Street, Bensenville, IL.**

There were no questions from the Village Board.

Motion:

Trustee Panicola made a motion to adopt the ordinance as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**26-2021:**

13. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 26-2021** entitled an **Ordinance Granting Variations to Increase Driveway Width and Parking Pad Depth at 213 S York Road, Bensenville, IL.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to adopt the ordinance as presented. Trustee Carmona seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**27-2021:**

14. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 27-2021** entitled an **Ordinance Approving a Plat of Consolidation at 1000 N IL Rte. 83, Bensenville, IL.**

There were no questions from the Village Board.

Motion:

Trustee Carmona made a motion to adopt the ordinance as presented. Trustee Frey seconded the motion.

Minutes of the Special Village Board Meeting  
July 27, 2021 Page 6

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
28-2021:**

15. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 28-2021** entitled an **Ordinance Granting a Special Use Permit to Operate a Tobacco Shop at 213 W Grand Avenue, Bensenville, IL.**

There were no questions from the Village Board.

**Motion:** Trustee Perez made a motion to adopt the ordinance as presented. Trustee Frey seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**138 N. Addison St:** 16. President DeSimone gave the summarization of the action contemplated in **Motion to Remand back to the Community Development Commission an Ordinance Approving Variations to Increase Driveway Width and Parking Pad Depth at 138 N Addison Street, Bensenville, IL**

There were no questions from the Village Board.

**Motion:** Trustee Panicola made a motion to Remand this Matter back to the Community Development Commission. Trustee Franz seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Minutes of the Special Village Board Meeting  
July 27, 2021 Page 7

**Resolution No.**

**R-65-2021:**

17. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-65-2021** entitled a **Resolution Declaring A Vacant Parcel of Real Property at 840 East Green Street as Surplus Property and Authorizing the Village Manager To Obtain Proposals For Its Sale and Development.**

There were no questions from the Village Board.

**Motion:**

Trustee Franz made a motion to approve the resolution as presented. Trustee Carmona seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-66-2021:**

18. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-66-2021** entitled a **Resolution Adopting the Village of Bensenville Debt Management Policy.**

There were no questions from the Village Board.

**Motion:**

Trustee Franz made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Monthly Treasure Report:**

19. Director of Finance, Julie McManus provided the Monthly Treasure Report for May 2021 to the Village Board.

There was no action taken on this item.

**Financial Update:**

20. Director of Finance, Julie McManus provided the First Quarter Financial Update to the Village Board.

There was no action taken on this item.

**Resolution No.**

**R-67-2021:**

21. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-67-2021** entitled a **Resolution Approving Payment of Invoice to Northeast DuPage Family and Youth Services.**

There were no questions from the Village Board.

Motion:

Trustee Franz made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-68-2021:**

22. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-68-2021** entitled a **Resolution Approving Change of Vendor for Squad Car Outfitting to Ultra Strobe.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-69-2021:**

23. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-69-2021** entitled a **Resolution Authorizing an Award of a Contract for the 2021 MPI MFT Pavement Patching Program with RW Dunteman Company of Addison, IL in the Amount of \$92,276.00.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-70-2021:**

24. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-70-2021** entitled a **Resolution Authorizing the Approval of a Four (4) Year Contract (2021-2024) with Consulting Engineering, Inc. for the Leak Detection Services in the Not-to-Exceed Amount of \$48,000.**

There were no questions from the Village Board.

**Motion:** Trustee Frey made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-71-2021:**

25. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-71-2021** entitled a **Resolution Authorizing the Approval of a Four (4) Year Contract (2021-2024) with The Jean Ross Company for the Fire Hydrant Flow Testing Services in the Not-to-Exceed Amount of \$44,631.**

There were no questions from the Village Board.

**Motion:** Trustee Perez made a motion to approve the resolution as presented. Trustee Carmona seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-72-2021:**

26. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-72-2021** entitled a **Resolution Authorizing an Award of a Contract for the 800 E Jefferson St Parking Lot Improvements with R W Duntzman Company of Addison, IL in the Amount of \$27,120.00.**

There were no questions from the Village Board.

Motion:

Trustee Frey made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-73-2021:**

27. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-73-2021** entitled a **Resolution Authorizing the Execution of an Engineering Service Contract with Engineering Resource Associates, Inc. of Warrenville, IL to perform Culvert Analysis Study in the Not-to-Exceed Amount of \$25,905.60.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-74-2021:**

28. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-74-2021** entitled a **Resolution Authorizing the Village Manager to be the Authorized Village Representative for the Community Development Block Grant – Disaster Recovery (CDBG-DR) Funding Agreement for 2018 Storm Sewer Improvement Project also known as the Addison Creek Storm Sewer Improvements Phase I.**

Minutes of the Special Village Board Meeting  
July 27, 2021 Page 11

There were no questions from the Village Board.

Motion: Trustee Franz made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-75-2021:**

29. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-75-2021** entitled a **Resolution Authorizing a Design Engineering Services Agreement with Engineering Resource Associates for the Addison Creek Storm Sewer Project – Phase I (CDBG) in the Not-to-Exceed Amount of \$111,770.00.**

There were no questions from the Village Board.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-76-2021:**

30. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-76-2021** entitled a **Resolution Authorizing the Water Tank Maintenance Agreement between the Village of Bensenville and Utility Service Company, Inc. for the Foster Ave Water Tank.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-77-2021:**

31. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-77-2021** entitled a **Resolution Authorizing the Execution of an Ice Arena and Facility Usage License Agreement Between the American Hearing Impaired Hockey Association (AHIHA) and the Village of Bensenville.**

There were no questions from the Village Board.

**Motion:** Trustee Franz made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-78-2021:**

32. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-78-2021** entitled a **Resolution Authorizing a Facility Usage License Agreement Between the Village of Bensenville and 200 X 85, LLC.**

There were no questions from the Village Board.

**Motion:** Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

**ROLL CALL:** AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-79-2021:**

33. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-79-2021** entitled a **Resolution Authorizing the Execution of a Contract with AMS Mechanical Systems, INC for the Emergency Repair of the Edge on John Street's Brine Feeder Line in the Not-to-Exceed Amount of \$7,500.**

There were no questions from the Village Board.

**Motion:**

Trustee Panicola made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-80-2021:**

34. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-80-2021** entitled a **Resolution Authorizing the Execution of a Contract with AMS Mechanical Systems, INC for the Emergency Repair of the Edge on John Street's Bonnet Gaskets, Service Valve Gaskets and Replacement of the Float Switch for the Ammonia System in the Not-to-Exceed Amount of \$3,500.**

There were no questions from the Village Board.

**Motion:**

Trustee Panicola made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President DeSimone announced Music in the Park is ongoing and the last show is scheduled for August 25, 2021; a full schedule can be found on the Village's Website.

Minutes of the Special Village Board Meeting  
July 27, 2021 Page 14

President DeSimone announced the Village has partnered with the Bensenville Garden Club to host a landscaping contest; detail can be found on the Village's Social Media pages.

President DeSimone announced he has been in discussion with promoters to possible host a MMA event at the Edge Ice Arena.

**MANAGERS  
REPORT:**

Village Manager, Evan Summers, announced IDPH mobile vaccine clinic is at every Music in the Park event for those interested in receiving the COVID vaccine.

Mr. Summers announced the Village's new Residential Key Box Program; Residents are encouraged to contact the Community and Economic Development Department for full details.

Mr. Summers announced the next brush pickup will take place on August 2<sup>nd</sup>; brush must be placed on the curb no later than 6:00am on August 2<sup>nd</sup>.

**VILLAGE ATTORNEY  
REPORT:**

Village Attorney, Peter Murphy, had no report.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:  
EXECUTIVE  
SESSION:**

There was no new business.

Village Attorney, Peter Murphy, stated there was not a need for Executive Session.

**ADJOURNMENT:**

Trustee Carmona made a motion to adjourn the meeting. Trustee Panicola seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:50 p.m.

Nancy Quinn  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this 10th day, August 2021