



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**

February 2, 2022

**President**  
Frank DeSimone

**Board of Trustees**  
Rosa Carmona  
Ann Franz  
Marie T. Frey  
McLane Lomax  
Nicholas Panicola Jr  
Armando Perez

**Village Clerk**  
Nancy Quinn

**Village Manager**  
Evan K. Summers

Mr. Paul De Michele  
17W275 Rodeck Lane  
Bensenville, Illinois 60106

Re: January 25, 2022 FOIA Request

Dear Mr. De Michele

I am pleased to help you with your January 25, 2022 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on January 26, 2022. You requested copies of the items indicated below:

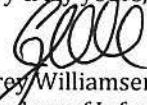
*"Pursuant to the Freedom of Information Act, I request the following copies of:*

1. *The current agreement between Evan Summers and the Village of Bensenville.*
2. *The minutes of the Village Meeting were Summers contract approved.*
3. *The current agreement for Ronan Company (A+M).*
4. *Ronan invoices from Jan 1- Dec., 31, 2021 with supporting detail."*

Your FOIA is hereby granted in full.

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

COREY WILLIAMSON  
DEPUTY CLERK

JAN 25, 2022

PURSUANT TO THE FREEDOM OF  
INFORMATION ACT I REQUEST THE FOLLOWING

COPIES OF :

- 1) THE CURRENT AGREEMENT BETWEEN  
EVAN SUMMERS AND THE VILLAGE OF  
BENSENVILLE
- 2) THE MINUTES OF THE VILLAGE MEETING  
WHERE SUMMERS CONTRACT APPROVED
- 3) THE CURRENT AGREEMENT FOR THE  
RONAN COMPANY (A+M)
- 4) RONAN INVOICES FROM JAN 1-DEC 31, 2021  
WITH SUPPORTING DETAIL

YOU CAN SEND IT TO:

PAUL DE MICHELE  
17W275 RODECK LN.  
BENSENVILLE IL 60106  
PH 630-279-6528  
FAX 630-834-7536

105.50

THANK'S

Dad

Rec. 1/26/22  
ew

**VILLAGE OF BENSENVILLE  
12 S. CENTER STREET  
BENSENVILLE, ILLINOIS 60106**

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**Ordinance No. 20-2021**

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois  
Authorizing an Employment Agreement with Evan K. Summers as Village Manager**

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**ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF BENSENVILLE  
THIS 27<sup>th</sup> DAY OF JULY 2021**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 28th day of July, 2021

STATE OF ILLINOIS        )  
COUNTIES OF COOK    )  
SS AND DUPAGE        )

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of 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.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 28th day of July, 2021.



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

ORDINANCE NO. 20-2021

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE  
AND COOK COUNTIES, ILLINOIS AUTHORIZING AN EMPLOYMENT  
AGREEMENT WITH EVAN K. SUMMERS AS VILLAGE MANAGER**

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**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Village is a managerial form of government, as set forth in the Illinois Municipal Code; and

**WHEREAS**, pursuant to the managerial form of government, the Village intends to employ Evan K. Summers as the village manager of the Village.

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Evan K. Summers, as Village Manager (the "*Agreement*") a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

**Section 3.** The officials, officers, attorneys, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

**Section 4.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 5.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 27th day of July, 2021, pursuant to a roll call vote, as follows:

APPROVED:

A handwritten signature in black ink, appearing to read "F. DeSimone".

Frank DeSimone, Village President

ATTEST:

A handwritten signature in black ink, appearing to read "Nancy Quinn".

Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYES: None

ABSENT: Lomax

Exhibit A

Agreement

AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE VILLAGE  
OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS  
AND EVAN K. SUMMERS, AS VILLAGE MANAGER

THIS AGREEMENT (hereinafter referred to as "Agreement") made and entered into this 16<sup>th</sup> day of June 2021, by and between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation (hereinafter referred to as "VILLAGE"), and EVAN K. SUMMERS (hereinafter referred to as "MANAGER"). The VILLAGE and MANAGER shall also be referred to in this Agreement, as the "PARTIES" or "PARTY".

WITNESSETH:

WHEREAS, heretofore the citizens of the VILLAGE have adopted by referendum, the managerial form of local government, as set forth in Article 5 of the Illinois Municipal Code; and

WHEREAS, under and pursuant to the managerial form of local government, the VILLAGE desires to employ Evan K. Summers as the Village Manager of the VILLAGE; and

WHEREAS, the MANAGER is willing to be employed by the VILLAGE, pursuant to the covenants, terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the PARTIES hereto agree as follows:

**SECTION 1. Employment and Duties.** The VILLAGE hereby agrees to employ and retain the MANAGER as Village Manager of the VILLAGE and the MANAGER hereby accepts such employment and engagement, and covenants hereby to perform the functions and duties of the Village Manager specified in the Bensenville Village Code and in Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 *et seq.*), and in accordance with all other applicable ordinances of the VILLAGE and statutes of the state of Illinois, and to perform such other legally permissible

and proper duties and functions as the Village Board shall from time to time assign. During the Term:

- A. The MANAGER's services shall be rendered on a full-time basis; and
- B. The MANAGER shall devote and apply, on a full-time basis, all of his skills and experience to the performance of his duties and the furtherance of the VILLAGE'S interests and shall not engage in any other employment or consulting, unless such is undertaken from time to time on behalf of a family owned business established prior to the Term of this Agreement, or otherwise specifically agreed to by the VILLAGE President in writing and in the sole discretion of the VILLAGE President ; and
- C. The MANAGER shall report to the VILLAGE President and VILLAGE Board of the VILLAGE.

SECTION 2. Term of Employment. The Term of Employment (hereinafter referred to as the "Term"), shall be that period of time commencing on June 16, 2021, and continuing through June 1, 2025, or the last day of the term of the Village President, whichever is latest in time (hereinafter referred to as "Termination Date"), unless the Term has been terminated sooner as provided for in this Agreement.

Upon the Termination Date, if the MANAGER is willing and able to continue to perform his duties under this Agreement, the VILLAGE shall pay to the MANAGER severance pay in an amount equal to four (4) months' salary and the employer's portion of disability, health, and life insurance benefits for a period of four (4) months, as provided for in this Agreement. Said payment shall not be due and owing to the MANAGER, if the MANAGER and VILLAGE either enter into a new agreement or the MANAGER continues to perform services for the VILLAGE while receiving the same compensation and benefits from the VILLAGE in accordance with this

Agreement in contemplation of the PARTIES entering into a new agreement within sixty (60) days of the Termination Date.

**SECTION 3. Salary and Evaluations.**

A. The VILLAGE will pay the MANAGER for his services rendered pursuant hereto an annual base salary of One Hundred and Ninety Thousand Dollars and 00/100 Dollars (\$190,000.00), payable in equal installments at the same time as other department heads of the VILLAGE are paid, effective upon the first pay period after the Term of this Agreement. All salary, benefits, reimbursements, and other payments to MANAGER under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by law. The MANAGER agrees that he shall be responsible for paying any and all of the MANAGER'S share of federal, state, and local taxes.

B. Commencing in or about December 2021, and effective each December thereafter, during the Term of this Agreement, the VILLAGE may perform an Annual Performance Review of the MANAGER, being an evaluation of his performance and satisfactory completion of goals and objectives mutually agreed to between the PARTIES. The VILLAGE agrees to contemplate an increase in the base salary and/or benefits of the MANAGER in such amount and to such extent as the VILLAGE may determine in its absolute sole and exclusive discretion. In the absence of an Annual Performance Review by January 31 of each year, the Manager shall receive an automatic annual base salary increase of two and one-half percent (2.5%) effective January 1 of each year for the term of the Agreement.

C. The VILLAGE shall pay the premium for the fidelity bond required of the MANAGER in accordance with the Bensenville Village Code or State law.

D. The VILLAGE shall annually, on or before June 30, contribute toward

MANAGER'S 457b Deferred Compensation Plan or other Defined Contribution Plan ("PLAN") the amount of seven and one-half percent (7.5%) of the MANAGER'S base salary in each year during the Term of this Agreement. All such contributions shall be contributed directly by the VILLAGE to such PLAN or paid as compensation to the MANAGER and then deducted and paid into such PLAN, as the PLAN document requires.

E. The Village may elect to provide a Retiree Health Savings Plan, amended as necessary to comply with applicable law based on the format designed by the Internal Revenue Service. The MANAGER may participate in such plan to the extent required of all other department heads of the VILLAGE.

SECTION 4. Other Terms and Conditions of Employment.

A. The MANAGER shall at all times maintain his primary residence in the corporate boundaries of the counties of DuPage, Cook, Kendall, Kane, Will or Lake throughout the Term of this Agreement.

B. In addition to said benefits enumerated herein for the benefit of the MANAGER, all provisions of the Bensenville Village Code, and regulations and rules of the VILLAGE relating to sick leave, personal days, retirement and pension contributions, holidays, other fringe benefits and working conditions as they now exist or hereafter may be changed shall apply to the MANAGER as they do to department heads of the VILLAGE.

C. It is recognized that the MANAGER must devote a great deal of his time outside normal office hours to the business of the VILLAGE, and as compensation for additional time worked, the MANAGER will be allowed to vary his working hours in the office as he shall deem appropriate.

D. If any given claim, demand, or other legal action arising out of an event or occurs within the Term of this Agreement against the MANAGER, the VILLAGE shall defend, hold harmless and indemnify the MANAGER from and against any liability, claim, demand, or other legal action arising out of any alleged act or omission occurring in the performance of the MANAGER's duties as VILLAGE Manager of the VILLAGE; provided, however, that such indemnification shall not extend to or cover any intentionally wrongful or criminal act of the MANAGER. It is understood hereby that the VILLAGE shall pay all costs involved with such defense, holding harmless and indemnity, whether such costs arise out of any settlement or judgment rendered thereon, including attorneys' fees, provided that with respect to the latter, it is understood that the VILLAGE shall have chosen the mutually agreed upon counsel for the defense of the MANAGER.

E. The VILLAGE Board of the VILLAGE shall fix such other duties or task as it may determine from time to time, relating to the services of the MANAGER, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Bensenville Village Code or any ordinance, law, or state statute. The VILLAGE agrees to notify the MANAGER of any changes or modification to terms and conditions of employment.

SECTION 5. Automobile. The MANAGER's duties require that he shall have a means and mode of transportation available. Accordingly, at the MANAGER's option, the VILLAGE will provide a vehicle or, in the alternative, a vehicle allowance. In the event the MANAGER is provided a vehicle allowance, said allowance shall be in the amount of Four Hundred Dollars (\$400.00) per month and that amount shall be paid monthly to the MANAGER and shall not be considered compensation or impact the MANAGER'S base salary. If provided a vehicle allowance, the MANAGER shall provide proof that said vehicle is insured.

SECTION 6. Holiday and Personal Leave, Vacation Leave, and Sick Leave. The MANAGER shall be entitled to receive annually twenty (20) vacation days and ten (10) days of sick leave, which shall be immediately available to the MANAGER. Any unused vacation days shall be treated in the same manner provided to all other department heads of the VILLAGE.

SECTION 7. Disability, Health, and Life Insurance. The VILLAGE agrees to provide hospitalization, surgical and comprehensive medical insurance for the MANAGER and his dependents and to pay the premiums thereon equal to that which is provided to all other department heads or in the event no plan exists, to provide the same for the MANAGER. If the MANAGER declines coverage, he will be paid seven thousand dollars (\$7,000) at the end of each calendar year.

SECTION 8. General Expenses. The VILLAGE recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the MANAGER during the course of his employment, and covenants hereby that it shall reimburse or pay such expenses. Accordingly, the Finance Director of the VILLAGE is authorized hereby to disburse such monies upon his receipt of expense or petty cash vouchers, receipts, statements, or personal affidavits duly executed and given him by the MANAGER. The MANAGER shall provide a monthly report to the VILLAGE detailing all expenses incurred and the nature and purpose of such expense.

SECTION 9. Memberships. The VILLAGE will budget and pay the professional dues and subscriptions of the MANAGER necessary for the continuation of his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the VILLAGE, limited to attendance at one national conference and one state conference. Included in the foregoing, the MANAGER is authorized to become a member of such civic clubs or organizations, located or directly affiliated with activities in the VILLAGE, for which the VILLAGE shall pay all expenses.

The MANAGER shall make periodic reports to the VILLAGE Board of the VILLAGE with respect to each such membership.

SECTION 10. Professional Development.

A. The VILLAGE will budget and pay the travel and subsistence expenses of the MANAGER, pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures, for professional and official travel and meetings to continue the professional development of the MANAGER and to pursue necessary official and other functions for the VILLAGE, including but not limited to his attendance at the Annual Conference of the International City Management Association (hereinafter referred to as "ICMA"), the DuPage Mayors and Managers Conference, and conferences and meetings sponsored by the National League of Cities, Illinois Municipal League, and such other national, regional, state, and local governmental groups and committees thereof of which the MANAGER or the VILLAGE is a member and as the VILLAGE may designate, but limited to attendance of one national conference and one state conference unless otherwise agreed upon by the VILLAGE President.

B. The VILLAGE will budget and pay for the travel and subsistence expenses of the MANAGER for courses, institutes, and seminars that are necessary for his professional development and for the good of the VILLAGE which have been approved by the VILLAGE Finance Director and pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures.

SECTION 11. Termination. The Term of this Agreement shall terminate upon:

- A. The death of the MANAGER; or
- B. Termination of the services of the MANAGER by the VILLAGE Board of the VILLAGE. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the

right of the VILLAGE Board of the VILLAGE to terminate the services of the MANAGER at any time without hearing, with or without cause, and with notice, subject to the provisions set forth in this Agreement; or

C. Resignation by the MANAGER. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time from his position with the VILLAGE, subject only to forty-five (45) days written notice to the VILLAGE and subject to the provisions set forth in this Agreement; or

D. The occurrence of the Termination Date.

SECTION 12. Severance Pay Upon Termination.

A. Upon the death of the MANAGER, the named beneficiary designated by the MANAGER shall be entitled to the benefits of any other department head of the VILLAGE or as set forth in this Agreement.

B. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE, with cause, the VILLAGE shall have no obligation to pay the severance, as set forth in this Agreement, or any other compensation whatsoever.

For purposes of this Agreement, "cause" means (i) commission by the MANAGER of misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving property of the VILLAGE, or any other intentional wrongful acts which involve personal gain to the MANAGER; or (ii) commission by the MANAGER of a felony; or (iii) commission by the MANAGER of any activity or conduct which is likely to bring dishonor or disrepute to the position of Village Manager or to the VILLAGE, including but not limited to theft, dishonesty, or conviction of a crime involving drug abuse or moral turpitude; or (iv) failure of the MANAGER to continually reside in a residential unit in the corporate boundaries of the counties herein

specified in this Agreement. Any misfeasance that is fully cured by the MANAGER within thirty (30) days of the MANAGER'S being given written notice of such by the VILLAGE shall not be deemed to be "cause" for the purposes of this Agreement. The MANAGER shall have no ability, however, to cure any of the other acts enumerated as constituting "cause" as herein defined.

C. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE without cause, the VILLAGE shall pay the MANAGER a lump sum severance payment equal to four (4) months' salary as of the time of termination, and the employer's portion of disability, health, and life insurance benefits for a period of four (4) months.

D. In the event the services of the MANAGER are terminated by the MANAGER, then the VILLAGE shall have no obligation to pay the severance sum as set forth in this Agreement.

SECTION 13. Property of the VILLAGE. All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the VILLAGE are and shall at all times remain the property of the VILLAGE. The MANAGER covenants that upon termination of this Agreement, the MANAGER shall not retain, and shall return to the VILLAGE, all of the business plans, financial data or reports, memoranda, correspondence and all other documents pertaining to the current or prospective business of the VILLAGE unless permitted by law.

SECTION 14. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of the PARTIES, and their respective heirs, personal and legal representatives, successors and assigns. The failure of either PARTY to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not

constitute a waiver of the terms and conditions of this Agreement with respect to any other subsequent breach, nor a waiver by any PARTY of its or his rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

SECTION 15. Notice Provisions. Any notice required to be given hereunder shall be deemed given, if in writing and sent by certified mail, return receipt requested, United States postage prepaid, to his last known residence, in the case of the MANAGER, and to the VILLAGE Clerk (with a copy to the President) of the VILLAGE at 12 S. Center Street, Bensenville, Illinois 60106, in the case of VILLAGE.

SECTION 16. Confidentiality. The VILLAGE acknowledges that the MANAGER has had and will have access to confidential information (hereinafter referred to as "Confidential Information") which is not generally known outside the corporation known as the VILLAGE OF BENSENVILLE. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information but which has become public other than through a breach of this Agreement or other improper means. During the Term of this Agreement, and for two (2) years following the MANAGER'S employment with the VILLAGE, the MANAGER covenants and warrants that, without the prior written authorization of the VILLAGE Board of the VILLAGE, the MANAGER shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the VILLAGE in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law. Said confidentiality shall be subject to any

applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders of the court.

SECTION 17. Entire Agreement. The PARTIES agree that this Agreement contains the entire agreement and understanding between the PARTIES with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the PARTIES. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the PARTY against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provisions of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

SECTION 18. No Reduction of Benefits. The Board shall not, at any time during the Term of this Agreement, reduce Manager's salary, compensation, or other financial and fringe benefits. The MANAGER does agree, however, to a reduction of benefits, if necessary, and if fairly applied to all other department heads of the VILLAGE so as to maintain the economic and fiscal viability of the VILLAGE as a whole or to properly manage and execute any of its programs of benefits.

SECTION 19. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The PARTIES agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be proper in the Circuit Court

of the Eighteenth Judicial Circuit, DuPage County, Illinois. The PARTIES agree to voluntary submit to the jurisdiction of the courts for any such proceeding.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the VILLAGE OF BENSENVILLE, at a properly convened public meeting and pursuant to authority provided by law, have hereby approved this Agreement by the passage of an Ordinance by the VILLAGE Board, authorizing the execution of said Agreement by the President with an attestation by the VILLAGE Clerk, and that Evan K. Summers has voluntarily executed this Agreement in the VILLAGE and that the PARTIES hereto have entered their hands and seals the day and year first above written.

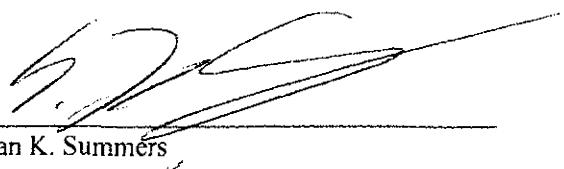
VILLAGE OF BENSENVILLE:



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Frank DeSimone, Village President

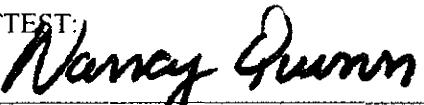
MANAGER:



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Evan K. Summers

ATTEST:



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Nancy Quinn, Village Clerk

**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.

**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.

**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.

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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 Duntzman 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 Dunteman 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.**

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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.

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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

RESOLUTION NO. R-64-2021

**A RESOLUTION APPROVING EXECUTION OF A  
LOBBYING SERVICES AGREEMENT WITH MAREN RONAN LTD.**

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

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

WHEREAS, Maren Ronan Ltd. has the experience and expertise to provide said lobbying services; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a lobbying services agreement with Maren Ronan per the terms set forth in the consulting agreement attached hereto as Exhibit "A" in the amount not to exceed monthly rate of \$3500.

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

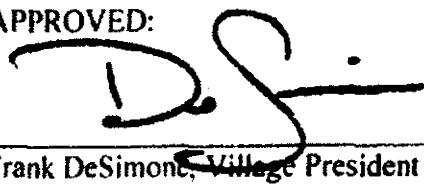
**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, a lobbying Services Agreement with Maren Ronan Ltd. in the amount of \$3500 per month for the services as set forth in the agreement attached hereto as Exhibit "A".

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

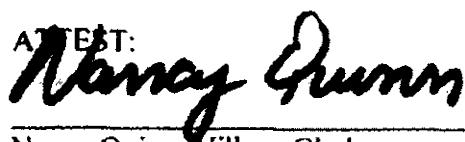
PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville,  
Illinois, this 27th day of July, 2021.

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

Ayes: Carmona, Franz, Frey, Panicola, Perez

Nays: None

Absent: Lomax

## **LOBBYING SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into as of this July 1, 2021 by and between Maren Ronan Ltd., a consulting firm with offices at 319 Rugeley Road, Western Springs, IL 60558 (hereinafter called "MR Ltd."), and the Village of Bensenville, with its principal offices at 12 South Center St., Bensenville IL 60106 (hereinafter "Village")

### **WITNESSETH:**

WHEREAS, THE VILLAGE OF BENSENVILLE wishes to retain Maren Ronan Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WHEREAS, MAREN RONAN LTD. has represented to the Village that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Maren Ronan Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

#### **1. Terms and Termination.**

- (a) This agreement shall be effective as of July 1, 2021, and shall continue in full force and effect through December 31, 2021 a period of five months; However, either party may terminate this agreement at any time without liability, upon thirty days (30) written notice. In the event of termination, any monthly invoices already billed and owing shall be paid, and the final thirty (30) day period shall be prorated accordingly.
- (b) For and in consideration of MR Ltd.'s performance of services in accordance with the terms and conditions of this agreement, the Village shall pay MR Ltd., a fee of \$3,500 per month, payable upon monthly invoice.
- (c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If MR Ltd. determines that there is a need to incur extraordinary costs and expenses in the performance of services hereunder, then in that event, the Village shall reimburse MR Ltd. for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village under Section 5, herein, prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

#### **2. Governmental Relations/Lobbying Services.**

The Village hereby retains MR Ltd., and MR Ltd., hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village and its subsidiaries in the State of Illinois performing lobbying services (hereby called "Services"). Such Services shall include, but not be limited to, the following:

- (a) Monitoring and keeping the Village apprised on a regular basis of all bills and amendments now pending or proposed or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, projects, reputation or interests of the Village.

- (b) Providing the Village with information and guidance as to the matters described herein and making recommendations as to the appropriate actions which should be taken consistent with the objectives of this Agreement;
- (c) Lobbying efforts with key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and
- (d) On instructions from an authorized representative, undertaking such actions as to the Village may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not limited to, appearing and/or testifying at hearings and promote the interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (e) MR Ltd. shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

### **3. Relationship with Other Clients**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village or its subsidiaries and those of MR Ltd.'s other clients, MR Ltd. agrees to notify the thereof promptly the Village and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. MR Ltd. agrees that the Village shall have the right to terminate this agreement without liability upon written notice to MR Ltd., if, in the Village's sole judgment, upon reasonable basis, MR Ltd.'s representation of its other clients conflicts with the best interests of the Village or its subsidiaries.

### **4. Compliance with State and Federal Laws.**

The parties recognize and agree that it has been the other's long – standing policy to comply fully with all applicable federal, state and local laws regulative corporate political and governmental relationships/lobbying activities, and each of the parties agrees that he/she/it will fully comply with all federal, state or local governmental or judicial body, agency or official pertaining to its performing services.

### **5. Confidentiality.**

Inasmuch as in the rendering of Services hereunder, MR Ltd., its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to the Village, and additional information and data will be made available to or developed by MR Ltd.; MR Ltd. agrees to treat and maintain all such information and data as the Village's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Village, unless and until such information becomes a part of the public domain or MR Ltd. legally acquires such information without restriction on disclosure from sources other than the Village or other companies with whom the Village has a business relationship.

### **6. Independent Contractor.**

Maren Ronan, Ltd is and shall act as an independent contractor in performing any services hereunder.

**7. Non-Assignment**

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.

**8. Miscellaneous**

- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to MR Ltd.'s performing services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date first above written.

Maren Ronan Ltd.

Village of Bensenville

By   
Maren Ronan  
Title: President

By   
Honorable Frank DeSimone  
Title: Village President of Bensenville

**ALFRED G. RONAN LTD.**

328 South Oak Park Ave., Unit 1, Oak Park IL, 60302

al\_ronan@hotmail.com

cell: 312-498-1604

**Billed To:**

Village of Bensenville

Honorable Frank DeSimone

**January 2021 Invoice**

Lobbying Services	\$7,500
-------------------	---------

**Please remit payment:**

Al Ronan

Alfred G. Ronan Ltd.

328 South Oak Park Ave., Unit 1, Oak Park, IL

60302

**ALFRED G. RONAN LTD.**

328 South Oak Park Ave., Unit 1, Oak Park IL, 60302

al\_ronan@hotmail.com

cell: 312-498-1604

**Billed To:**

Village of Bensenville

Honorable Frank DeSimone

**February 2021 Invoice**

Lobbying Services	\$7,500
-------------------	---------

**Please remit payment:**

Al Ronan

Alfred G. Ronan Ltd.

328 South Oak Park Ave., Unit 1, Oak Park, IL

60302

**ALFRED G. RONAN LTD.**

328 South Oak Park Ave., Unit 1, Oak Park IL, 60302

al\_ronan@hotmail.com

cell: 312-498-1604

**Billed To:**

Village of Bensenville

Honorable Frank DeSimone

**March 2021 Invoice**

Lobbying Services	\$7,500
-------------------	---------

**Please remit payment:**

Al Ronan

Alfred G. Ronan Ltd.

328 South Oak Park Ave., Unit 1, Oak Park, IL

60302

**ALFRED G. RONAN LTD.**

328 South Oak Park Ave., Unit 1, Oak Park IL, 60302

al\_ronan@hotmail.com

cell: 312-498-1604

**Billed To:**

Village of Bensenville

Honorable Frank DeSimone

**April 2021 Invoice**

Lobbying Services	\$7,500
-------------------	---------

**Please remit payment:**

Al Ronan

Alfred G. Ronan Ltd.

328 South Oak Park Ave., Unit 1, Oak Park, IL

60302

**ALFRED G. RONAN LTD.**

328 South Oak Park Ave., Unit 1, Oak Park IL, 60302

al\_ronan@hotmail.com

cell: 312-498-1604

**Billed To:**

Village of Bensenville

Honorable Frank DeSimone

**May 2021 Invoice**

Lobbying Services	\$7,500
-------------------	---------

**Please remit payment:**

Al Ronan

Alfred G. Ronan Ltd.

328 South Oak Park Ave., Unit 1, Oak Park, IL

60302

**MAREN RONAN LTD.**

319 Rugeley Road  
Western Springs, IL 60558  
maren.ronan@gmail.com  
Cell: 847-721-5082

**Billed To:**

Village of Bensenville  
Honorable Frank DeSimone

**July 2021 Invoice**

Lobbying Services	\$3,500
-------------------	---------

**Please remit payment:**

Maren Ronan  
319 Rugeley Road  
Western Springs, IL 60558

**MAREN RONAN LTD.**

319 Rugeley Road  
Western Springs, IL 60558  
maren.ronan@gmail.com  
Cell: 847-721-5082

**Billed To:**

Village of Bensenville  
Honorable Frank DeSimone

**August 2021 Invoice**

Lobbying Services	\$3,500
-------------------	---------

**Please remit payment:**

Maren Ronan  
319 Rugeley Road  
Western Springs, IL 60558

**MAREN RONAN LTD.**

319 Rugeley Road  
Western Springs, IL 60558  
maren.ronan@gmail.com  
Cell: 847-721-5082

**Billed To:**

Village of Bensenville  
Honorable Frank DeSimone

**September 2021 Invoice**

Lobbying Services	\$3,500
-------------------	---------

**Please remit payment:**

Maren Ronan  
319 Rugeley Road  
Western Springs, IL 60558

**MAREN RONAN LTD.**

319 Rugeley Road  
Western Springs, IL 60558  
maren.ronan@gmail.com  
Cell: 847-721-5082

**Billed To:**

Village of Bensenville  
Honorable Frank DeSimone

**October 2021 Invoice**

Lobbying Services	\$3,500
-------------------	---------

**Please remit payment:**

Maren Ronan  
319 Rugeley Road  
Western Springs, IL 60558

**MAREN RONAN LTD.**

319 Rugeley Road  
Western Springs, IL 60558  
maren.ronan@gmail.com  
Cell: 847-721-5082

**Billed To:**

Village of Bensenville  
Honorable Frank DeSimone

**November 2021 Invoice**

Lobbying Services	\$3,500
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**Please remit payment:**

Maren Ronan  
319 Rugeley Road  
Western Springs, IL 60558

**MAREN RONAN LTD.**

319 Rugeley Road  
Western Springs, IL 60558  
maren.ronan@gmail.com  
Cell: 847-721-5082

**Billed To:**

Village of Bensenville  
Honorable Frank DeSimone

**December 2021 Invoice**

Lobbying Services	\$3,500
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**Please remit payment:**

Maren Ronan  
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