



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

President

Frank DeSimone

Board of Trustees

Rosa Carmona

Ann Franz

Marie T. Fray

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers

May 11, 2022

Via electronic mail

Ms. Janell Taraszka

janelltaraszka@yahoo.com

Re: Freedom of Information Act request

Dear Ms. Taraszka,

I am pleased to help you with your request for information pursuant to the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* Your FOIA request was received by the Village of Bensenville ("Village") on April 27, 2022. You requested copies of the records indicated below:

[A]ny and all documents, meetings, any and all communications between Evan Summers, Village Manager, and the Village Board President and Trustees as it relates to his approved amended contract negotiations of his relocation outside of Bensenville, IL.


Your FOIA request is hereby granted in part and denied in part as follows. The attached records are being provided to you at no charge. Personal email addresses have been withheld as private information exempt from disclosure under Section 7(1)(b) of FOIA. 5 ILCS 140/7(1)(b). Portions of records reflecting policy discussions between Village officials have been withheld as exempt from disclosure pursuant to Section 7(1)(f) of FOIA, which exempts from inspection and copying preliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body. 5 ILCS 140/7(1)(f). The information in question has not been publicly cited and identified by the Village President. Additionally, portions of email correspondence between the Village and its counsel have been withheld as exempt from disclosure under Section 7(1)(m) of FOIA, which exempts from inspection and copying "[c]ommunications between a public body and an attorney or auditor representing the public body that would not be subject to discovery in litigation, and materials prepared or compiled by or for a public body in anticipation of a criminal, civil or administrative proceeding upon the request of an attorney advising the public body, and materials prepared or compiled with respect to internal audits of public bodies." 5 ILCS 140/7(1)(m).

You have the right to have the partial denial of your FOIA request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You may file your Request for Review with the PAC by writing to:

Ms. Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

You also have the right to seek judicial review of the partial denial of your FOIA request by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

From: Janell Taraszka <janelltaraszka@yahoo.com>
Sent: Wednesday, April 27, 2022 4:07 PM
To: FOIA Request
Subject: FOIA Request

11124

CAUTION: This email originated from outside of the organization.

Hi,
Hereby requesting any and all documents, meetings, any and all communications between Evan Summers, Village Manager, and the Village Board President and Trustees as it relates to his approved amended contract negotiations of his relocation outside of Bensenville, IL.

This request is not for commercial purposes. I would like this request delivered via email.

Thank you.

Janell Taraszka
124 Forestview
Bensenville, IL. 60106
630.640.8046

Rec. 4/27/22



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Bensenville, IL 60106

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VILLAGE BOARD

President

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Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers

May 4, 2022

Ms. Janell Taraszka
124 Forestview
Bensenville, Illinois 60106
Email: janelltaraszka@yahoo.com

Re: Freedom of Information Act Request
Received April 27, 2022

Dear Ms. Taraszka:

I am pleased to help you with your April 27, 2022 Freedom of Information Act ("FOIA"). Your request was received by the Village of Bensenville on April 27, 2022. You requested copies of the items indicated below:


"Herby requesting any and all documents, meetings, any and all communications between Evan Summers, Village Manager, and the Village President and Trustees as it relates to his approved amended contract negotiations of his relocation outside of Bensenville, IL."

The request is not for commercial purposes. I would like this request delivered vial email."

The Village needs to consult with the Village Attorney to determine whether any of the records you have requested are exempt from disclosure under Section 7 of the FOIA or should be revealed only with appropriate deletions. Therefore, pursuant to Section 3(e)(v) of FOIA, 5 ILCS 140/3(e)(v), the Village is extending the time it has to respond to your request by an additional five (5) business days. The Village will respond to your request on or before May 11, 2022.

Please let me know if you have any questions.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

Village Board

Village President
Frank DeSimone

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

Village Clerk
Nancy Quinn

Village Manager
Evan K. Summers



Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM July 27, 2021 Special Board of Trustees Meeting

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC HEARING/PRESENTATION
 1. [Excellence in Stormwater Award Presentation](#)
 2. [Employee Recognition - 2021 Public Works Retirements](#)
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. APPROVAL OF MINUTES
 1. [June 15, 2021 Village Board Meeting Minutes](#)
- VII. WARRANT
 1. [Warrant Report 7-27-2021 21/11 \\$5,009,313.55](#)
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- IX. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. [Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Employment Agreement with Evan K. Summers as Village Manager](#)
 -
 2. [Resolution Approving a Lobbying Services Agreement Between the Village of Bensenville and Maren Ronan Ltd.](#)
 - B. Community and Economic Development
 1. [Ordinance Granting Site Plan Review and a Final Planned Unit Development with Code](#)

Departures for the Properties Located in the Mohawk Terrace Subdivision

2. *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*
3. *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*
4. *Ordinance Granting a Variation to Allow a Paved Parking Area in the Corner Side Yard at 243 Spruce Avenue, Bensenville, IL*
5. *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*
6. *Ordinance Granting Variations to Increase Driveway Width and Parking Pad Depth at 213 S York Road, Bensenville, IL*
7. *Ordinance Approving a Plat of Consolidation at 1000 N IL Rte. 83, Bensenville, IL*
8. *Ordinance Granting a Special Use Permit to Operate a Tobacco Shop at 213 W Grand Avenue, Bensenville, IL*
9. *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*
10. *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*

C. Finance

1. *Resolution Adopting the Village of Bensenville Debt Management Policy*
2. *Monthly Treasurer Report for May 2021 for the Village of Bensenville*
3. *Financial Update for First Quarter 2021*

D. Police Department

1. *Resolution Approving Payment of Invoice to Northeast DuPage Family and Youth Services*
2. *Resolution Approving Change of Vendor for Squad Car Outfitting to Ultra Strobe*

E. Public Works

1. *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*
2. *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*
3. *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*
4. *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*
5. *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*
- 6.

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

7. *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*
8. *Resolution Authorizing the Water Tank Maintenance Agreement between the Village of Bensenville and Utility Service Company, Inc. for the Foster Ave Water Tank*

F. Recreation

1. *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*
2. *Resolution Authorizing a Facility Usage License Agreement Between the Village of Bensenville and 200 X 85, LLC*
3. *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*
4. *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*

X. **REPORTS OF VILLAGE OFFICERS:**

- A. PRESIDENT'S REMARKS:
- B. VILLAGE MANAGER'S REPORT:
- C. VILLAGE ATTORNEY'S REPORT:

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

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

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

XV. ADJOURNMENT

TYPE:
Ordinance

SUBMITTED BY:
M. Ribando

DEPARTMENT:
Village Attorney

DATE:
July 27, 2021

DESCRIPTION:

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

-

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:

NA

DATE:

NA

BACKGROUND:

Pursuant to the managerial form of government adopted by the Village in 1986, the Village of Bensenville Board of Trustees intends to continue to employ Evan K. Summers as the Village Manager.

KEY ISSUES:

In accordance with 65 ILCS 5-5, Village Managers serve as the administrative head of municipal government and are responsible for the efficient administration of all departments.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Approval of the Employment Agreement for Evan K. Summers as Village Manager.

BUDGET IMPACT:

ACTION REQUIRED:

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

ATTACHMENTS:

Description

[Ordinance Village Manager Agreement](#)

[Manager Agreement 06/16/21](#)

Upload Date

7/22/2021

7/22/2021

Type

Cover Memo

Cover Memo

ORDINANCE NO. _____

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

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 ____ day of _____ 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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 16th 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”.

W I T N E S S E T H:

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.

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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:

MANAGER:

Frank DeSimone, Village President

Evan K. Summers

ATTEST:

Nancy Quinn, Village Clerk

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

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**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 27th DAY OF JULY 2021**

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

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.

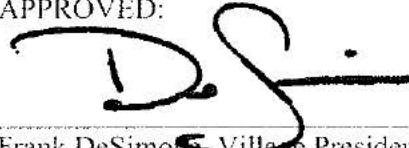
Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

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

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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:



Frank DeSimone, Village President

ATTEST:



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 16th 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".

W I T N E S S E T H:

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.

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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:



Frank DeSimone, Village President

MANAGER:



Evan K. Summers

ATTEST:



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.

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.

**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 Duntelman 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 Duntelman 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.**

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.

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 2nd; brush must be placed on the curb no later than 6:00am on August 2nd.

**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

RE: Village of Bensenville CDC case 2021-11
Allegation of Questionable Conduct by Steve Johnson – representing Grand Subaru Vs. Brook Forest, LP
Attn: Attorney Registration and Disciplinary Commission of the Supreme Court of Illinois
One Prudential Plaza
130 East Randolph Drive, Suite 1500
Chicago, IL 60601-6219
(312) 565-2600
Fax: (312) 565-2320
July 27th, 2021

To whom it may concern,

This complaint regarding Steve Johnson is about a zoning case involving Grand Subaru, the Village of Bensenville, and Brook Forest LP, the latter of which is a multifamily apartment complex that I own. Our neighbor, The Grand Subaru car dealership, wants to put a car wash approximately 40 feet from our apartment buildings. The public hearing took place on 7/6/2021 and eventually the trustees voted in favor of allowing the car wash to be built because we were improperly zoned as commercial property instead of residential in 2019. In order to conserve your time in making your determination, I will state the issue involving the attorney and give back up information from the hearing transcript.

This matter has to do with the attorney Mr. Steve Johnson and his representation of the petitioner Grand Subaru. The address of Mr. Steve Johnson is 311 S County Farm Road, Suite L, Wheaton IL 60187.

Not being an attorney, some of my conclusions might have no legal significance and might be dismissed.

Transcript, Page 14. Steve Johnson at the hearing stated:

“The Village knew that as part of our purchase that that was integral to us purchasing that land. We wouldn’t have purchased it but for the fact that the village would allow us to put the car wash there.”

The exact placement of the car wash was not defined in the incentive agreement that the village entered into with them. In what appears to be a private meeting, no one can give assurances on matters of this nature, but only those in a public meeting and trustees voting on the matter. Was this matter preordained before the zoning meeting? Steve Johnson’s expression on this matter gives the impression that it was.

I want to point out the attorney is giving information that he is not qualified to give. We have every reason to believe that Mr. Johnson gave false testimony. He states that the doors will be closed during the car wash’s operation. Page 16 on the meeting minutes. However, according to someone from Keller, the planner, architect, and builder of the car wash, the doors will be mostly open during the car wash operation.

Page 17, 18, 19, 20, 21, 22

Why did Mr. Johnson give testimony on the performance of the car wash when they have someone from Keller who designed the building, who has planning and building credentials, and is present it at the meeting? They have the specs and refused to give to us for evaluation. The denial of facts that are crucial to the case for our evaluation could result in erroneous conclusions. I was denied information on the equipment that was to be used in the car wash. I requested the car wash equipment specifications from Grand Subaru's manager, Grand Subaru's attorney, Steve Johnson, and Scott Viger from the Village of Bensenville's zoning department. I was set up with Riverbank Acoustical Laboratories in Geneva, IL, a highly respected acoustical service, to come through and analyze the sound performance of the equipment. This is a vital material factor that impacts the residents in close proximity to the operation of the car wash.

Pg. 69 and 70.

I have no recollection of him using the word identical. Mr. Johnson is playing with words. I recall asking him for the car wash equipment specifications. I asked the general manager of Grand Subaru and the Village of Bensenville for it. See page for my testimony. At some point I learned the equipment was Sonny 125 EDT. It is strange the way he puts it.

Bottom of page 70, and that you just confirmed the car wash is Sonny 125 EDT.

"And if the Village requires or wants us to provide the specifications or decibel noises or that type of information WE WILL BE HAPPY TO SUBMIT THAT LATER." Stated Mr. Johnson. Why is he unable to provide specific information at this meeting? He is providing information that he deemed relevant to his case, and is influencing the result through omission and deception. The village isn't requiring it, we are the ones requesting it.

The attorney is giving testimony on the noise issue of the car wash that will influence the board on their decision on this matter. Eventually, he was aware and has the specs and denied us access to it. No handout was given and he was interpreting this matter, which is a material matter, in this case. He did have someone from Keller, the design firm, who was silent during the whole presentation and had to be part of the strategy of gaining acceptance on this proposal. It seems the attorney was doing alright with his own set of facts. His engineer was silent during the whole presentation, even though to design the building he would need to have the Sonny 125 EDT specs. Was the engineer a co-conspirator?

Last page, 72

Grand Subaru contributed \$70-100,000 every year through their "Share the Love" campaign to Bensenville and local Charities. This meeting of establishing a PUD and amendments happened after the fact that Grand Subaru had been donating money over the past two and a half years. Mr Johnson's comment was, "We believe we met or exceeded all the requirements from the village and we ask all of our variants to be approved." Note, grand Subaru did not give any money prior to these negotiations. Pg. 74.

We have yet to find a car wash that has the doors closed all the time during operational hours.

How can the city do their due diligence without the 125 EDT data? His abbreviation of this relevant data puts him in an empowered position to win this case. Notice that they did not state in their data how many cars would be cleaned at this car wash. Lacking much information put the whole hearing in their favor.

I believe after observing and hearing Mr. Steve Johnson at the public hearing that his actions warrant a formal complaint and investigation into his conduct should be required. He withheld vital information from the Village Board, the public, our residents, and myself in an attempt to shroud the true nature of this car wash's impact on us and the surrounding community.

Sincerely,
Matt Puga
(847) 713-2901
Brook Forest LP
7330 Fairmount Avenue
Downers Grove, IL 60516
White Birch Management Company
President

Ms. Nancy Lusin
July 27, 2021

I am Mary Ann Medina. We have lived in Bensenville since Dec. 20, 1969, before some of you may have even been born.

Attached is a copy of a letter I presented to the Village Board in June, 2018, disputing the manner in which the sanitary sewer portion of my water bill was mathematically computed, and NOTHING has changed insofar as our water bill is concerned, as you will see if you read the attached letter.

We recently had to re-sod our front lawn. If we did not keep the sod watered, especially with all the 90' days we've had, we would have ended up with dead sod and throwing \$500+ away, which is a big chunk of money for 2 senior citizens who, in these days of rising prices, are trying to make ends meet. Our water bill, which was due today (and has been paid), was \$130.63. Of that amount, the water usage was 5,352, at the cost of \$55.13 (less the senior discount) and the sanitary/sewer bill was \$46.78, bringing the total bill to \$130.83, including WS debt service and Refuse service. We did, of course, pay the bill, which is unfair in my opinion. Never since we moved here have we ever been late in bill paying, and will continue to pay on time. I disagree with the way this bill has been computed, even tho Ms. McManus disagrees with me. Our average sanitary service bill for 2019 was \$22.56 per mo.; for 2020 it was \$21.13 per mo., and for Jan. thru June 2021 it was \$26.14 per month. The July bill jumped to \$46.78, over \$20 more for the sewer costs - usage we DID NOT utilize, since the majority of the water used went onto the sod and gardens, NOT into the sewer system. as we are charged! This is \$20+ more than any of the previous 6 months. The water went **directly** into the new sod; we should **not** be charged extra for a service we **did not** use.

We live on one of the main streets of Bensenville, and want to help keep our village, and our small section of it, something to be proud of, as many people pass by our home every day - school buses, folks going to church, the library, leisure center, the train station, shopping, etc. It is my understanding that Bensenville has been recognized as a great place to live, and we try to keep our property well-maintained.

If May, 2018 was hot, then I feel certain the summer of 2021 is going to surpass 2018 with all the 90+ days we are experiencing, and some drastic measures are required. I am sure that all of you board members have a lot of "smarts" and should be able to figure out a way to make the sanitary/sewer portion of the **summer** water bill more equitable for the home owners who want to keep their property in tip-top shape, and who, incidentally, pay your wages. Even a small discount for the sewer charges for the months of June, July, and August, would be a big help to homeowners who are trying to keep their property well-maintained. If we had to apply for a permit to re-sod our lawns in order to get this discount, it would be well worth it.

Thank you for your time. I do hope you find a solution to this problem, and thank you, again, for hearing me out.

Mary Ann Medina
185 S. Church Road
Bensenville, IL 60106
630-595-5974

Letter to the Village Board in June, 2018

My name is Mary Ann Medina. We have lived in Bensenville for over 51 years, and I would to dispute my most recent utility bill.

The water usage shown on the bill for May 31, 2018 was 5,417. I do not dispute this figure, as we had to replace the lawn in front of our home, removing the damaged grass, rototilling the yard, and rolling it to even out the surface, sowing the grass seed and raking it in so that the seed would have a good footing, and spreading straw mulch over all of it, and keeping it watered, so that the seed would germinate and the grass would grow. This was a very labor-intensive job for 80+-year-olds to do in a course of 4 days, for our own satisfaction, and to keep our little area of Bensenville looking good and well cared for.

What I **do** dispute is the charge for sanitary sewer - to the tune of **\$45.99**. The **majority** of the water we used went **directly** into the ground - **NOT** into a sanitary sewer system! The water was used to get our lawn established, and to water our vegetable and flower gardens - again, **NOT** to go into a sanitary sewer!

Over the past 17 months, our average water usage per month was 2,597, with the average cost of \$28.30, and the average sanitary sewer usage per month was \$13.55. I feel that the cost for the sewer in May should have been **no more** than \$23.03, which we paid in April, 2018, when we used 2,713 for water. To be charged \$45.99 for sanitary sewer usage in May 2018, which we **DID NOT even use**, is in my opinion **grossly unfair** and is, in fact, highway robbery.

Would any of you board members be willing to pay for something you **didn't even use**? I doubt it.

To make matters worse, May of 2018 was the hottest May in recorded history. We **HAD** to water, but we **did not** have to, **nor did we**, use the sewer system for the majority of water used!

To sum it all up, I definitely feel that I am due a refund on my next water bill in the amount of at least \$20 to offset this erroneous method of determining the sanitary sewer portion of the bill.

In closing, I would remind the board members that most of the water used by Bensenville homeowners during the months of May through Mid-September is probably used for watering lawns and gardens, and does not go into sanitary sewers, as in my case. Therefore, I would like to charge you to figure out a **more-equitable formula** for determining the cost of sewer usage in these months so that all homeowners are treated fairly.

(I would be willing to accept a \$20 credit instead of the charge of \$45.99 for sewer usage, leaving me a cost for the month of May, 2018 of \$25.99. a more equitable figure.)



Evan Summers [redacted] >

[redacted]
6 messages

Evan Summers [redacted]
To: jmontana@montanawelch.com

Mon, May 3, 2021 at 4:00 PM

Joe,

[redacted]

eks

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Evan K. Summers
[redacted]

[redacted]

Evan Summers [redacted]
To: Jay Dalicandro <jay@westbrookstrategic.com>

Fri, Jun 4, 2021 at 9:06 AM

Jay,

[redacted]

eks

----- Forwarded message -----

From: **Evan Summers** [redacted]
Date: Mon, May 3, 2021 at 4:00 PM
Subject: [redacted]
To: <jmontana@montanawelch.com>

Joe,

[redacted]

eks

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--

Evan K. Summers
[redacted]

--

--

Evan K. Summers
[redacted]

[REDACTED]

Jay Dalicandro <jay@westbrookstrategic.com>
To: Evan Summers [REDACTED]

Fri, Jun 4, 2021 at 10:01 AM

[REDACTED]



Westbrook Strategic Consultants
Jay Dalicandro
jay@westbrookstrategic.com
(708) 431-3200

From: Evan Summers [REDACTED] >
Sent: Friday, June 04, 2021 9:06 AM
To: Jay Dalicandro <jay@westbrookstrategic.com>
Subject: Fwd: Bensenville Village Manager Contract

Jay,

[REDACTED]

eks

----- Forwarded message -----
From: Evan Summers [REDACTED]
Date: Mon, May 3, 2021 at 4:00 PM
Subject: [REDACTED]
To: <jmontana@montanawelch.com>

Joe,

[REDACTED]

eks

--

--

Evan K. Summers
[REDACTED]

--

--

Evan K. Summers
[REDACTED]

Evan Summers [REDACTED]
To: Jay Dalicandro <jay@westbrookstrategic.com>

Fri, Jun 4, 2021 at 10:18 AM

[REDACTED]

On Fri, Jun 4, 2021 at 10:01 AM Jay Dalicandro <jay@westbrookstrategic.com> wrote:

[REDACTED]



Westbrook Strategic Consultants
Jay Dalicandro
jay@westbrookstrategic.com
(708) 431-3200

From: Evan Summers [REDACTED]
Sent: Friday, June 04, 2021 9:06 AM
To: Jay Dalicandro <jay@westbrookstrategic.com>
Subject: Fwd: Bensenville Village Manager Contract

Jay,

[REDACTED]

eks

----- Forwarded message -----

From: **Evan Summers** [REDACTED] >
Date: Mon, May 3, 2021 at 4:00 PM
Subject: [REDACTED]
To: <jmontana@montanawelch.com>

Joe,

[REDACTED]

eks

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Evan K. Summers

[REDACTED]

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Evan K. Summers

[REDACTED]

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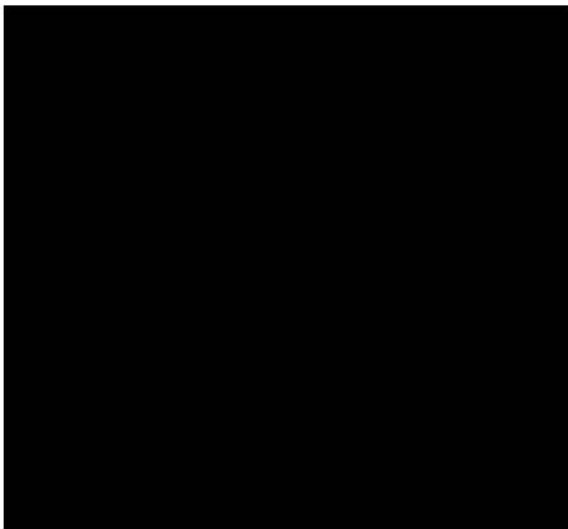
Evan K. Summers

[REDACTED]

Jay Dalicandro <jay@westbrookstrategic.com>

Fri, Jun 4, 2021 at 12:13 PM

To: Evan Summers [REDACTED]



Westbrook Strategic Consultants

Jay Dalicandro

jay@westbrookstrategic.com

(708) 431-3200

From: Evan Summers [REDACTED] >

Sent: Friday, June 04, 2021 10:19 AM

To: Jay Dalicandro <jay@westbrookstrategic.com>

Subject: Re: Bensenville Village Manager Contract

[REDACTED]

On Fri, Jun 4, 2021 at 10:01 AM Jay Dalicandro <jay@westbrookstrategic.com> wrote:

[REDACTED]



Westbrook Strategic Consultants
Jay Dalicandro
jay@westbrookstrategic.com
(708) 431-3200

From: Evan Summers [REDACTED] >
Sent: Friday, June 04, 2021 9:06 AM
To: Jay Dalicandro <jay@westbrookstrategic.com>
Subject: Fwd: Bensenville Village Manager Contract

Jay,

[REDACTED]

eks

----- Forwarded message -----

From: Evan Summers [REDACTED] >
Date: Mon, May 3, 2021 at 4:00 PM
Subject: [REDACTED]
To: <jmontana@montanawelch.com>

Joe,

[REDACTED]

eks

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Evan K. Summers

[REDACTED]

--

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Evan K. Summers
[REDACTED]

--

--

Evan K. Summers
[REDACTED]

Evan Summers [REDACTED]
To: Jay Dalicandro <jay@westbrookstrategic.com>

Fri, Jun 4, 2021 at 12:38 PM

[REDACTED]

On Fri, Jun 4, 2021 at 12:13 PM Jay Dalicandro <jay@westbrookstrategic.com> wrote:

[REDACTED]



Westbrook Strategic Consultants
Jay Dalicandro
jay@westbrookstrategic.com
(708) 431-3200

From: Evan Summers [REDACTED] >
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To: Jay Dalicandro <jay@westbrookstrategic.com>
Subject: Re: Bensenville Village Manager Contract

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[REDACTED]



Westbrook Strategic Consultants
Jay Dalicandro
jay@westbrookstrategic.com
(708) 431-3200

From: Evan Summers [REDACTED] >
Sent: Friday, June 04, 2021 9:06 AM
To: Jay Dalicandro <jay@westbrookstrategic.com>
Subject: Fwd: Bensenville Village Manager Contract

Jay,

[REDACTED]

eks

----- Forwarded message -----

From: Evan Summers [REDACTED] >
Date: Mon, May 3, 2021 at 4:00 PM
Subject: [REDACTED]
To: <jmontana@montanawelch.com>

Joe,

[REDACTED]

eks

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Evan K. Summers

[REDACTED]

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Evan K. Summers

[REDACTED]

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Evan K. Summers

[REDACTED]

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Evan K. Summers

[REDACTED]

Montana & Welch, LLC
192 North York Road
Elmhurst, Illinois 60126
jmontana@montanawelch.com
(630) 501-0624 Elmhurst
(630) 607-0694 Fax

From: Joseph Montana
Sent: Friday, June 11, 2021 5:16 PM
To: Evan Summers <ESummers@bensenville.il.us>
Subject: [REDACTED]

[REDACTED]

P. Joseph Montana
Montana & Welch, LLC
192 North York Road
Elmhurst, Illinois 60126
jmontana@montanawelch.com
(630) 501-0624 Elmhurst
(630) 607-0694 Fax

Evan Summers

From: Evan Summers
Sent: Wednesday, June 16, 2021 3:01 PM
To: Julie McManus
Subject: RE: Agreement

[REDACTED]

From: Julie McManus <JMcmManus@bensenville.il.us>
Sent: Wednesday, June 16, 2021 2:38 PM
To: Evan Summers <ESummers@bensenville.il.us>
Subject: RE: Agreement

[REDACTED]

Jam

From: Evan Summers <ESummers@bensenville.il.us>
Sent: Wednesday, June 16, 2021 2:31 PM
To: Julie McManus <JMcmManus@bensenville.il.us>
Subject: FW: Agreement

Julie,

[REDACTED]

Evan K. Summers

Village Manager



12 South Center Street, Bensenville, IL 60106
P: 630.350.3420 F: 630.350.1105

From: Joseph Montana <jmontana@montanawelch.com>
Sent: Wednesday, June 16, 2021 1:59 PM
To: Evan Summers <ESummers@bensenville.il.us>
Subject: [REDACTED]

[REDACTED]

P. Joseph Montana