



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Clerk
Susan Janowiak

Village Manager
Michael Cassidy

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, September 11, 2012

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
August 28, 2012 Board of Trustees
- VI. WARRANT – September 11, 2012 #12/16 \$530,282.44
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Resolution Amending the Contract for Demolition Services with DMD Services, Inc.*
 2. *Resolution Approving the Master Warranty Agreement with CCSi Communications From August 31, 2012 to March 30, 2013 for an Amount Not to Exceed \$11,196.50*
- VIII. **REPORTS OF STANDING COMMITTEES**
 - A. Community and Economic Development Committee – No Report
 - B. Infrastructure and Environment Committee – No Report
 - C. Administration, Finance and Legislation Committee
 1. *Ordinance Amending and Restating Section 4-3-23 of the Bensenville Village Code to Prohibit Video Gaming within the Village of Bensenville*
 - D. Public Safety Committee – No Report
 - E. Recreation and Community Building Committee – No Report

F. Technology Committee – No Report

IX. REPORTS OF VILLAGE OFFICERS:

A. PRESIDENT'S REMARKS:

*A Resolution Granting the Advice and Consent to the President's
Appointment of Michael Cassady and Robert Ridder to the Bensenville
Police Pension Board*

Proclamation: "No Text on Board – Pledge Day" September 19, 2012

B. VILLAGE MANAGER'S REPORT:

Introduction of New Utility Supervisor, Rick Radde

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]

B. Personnel [5 ILCS 120/2(C)(1)]

C. Collective Bargaining [5 ILCS 120/2 (C)(2)]

D. Property Acquisition [5 ILCS 120/2(C)(5)]

E. Litigation [5 ILCS 120/2(C)(11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

August 28, 2012

CALL TO ORDER: 1. President Soto called the meeting to order at 6:40 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesslerer

Absent: None

A quorum was present.

PUBLIC COMMENT: **James Baker – 349 S. Walnut Street**

Mr. Baker addressed the Village Board in regards to his variance requests for his property. Mr. Baker expressed frustration with the process and asked the Village Board to reconsider their recommendations.

Michael Kelly – 277 E. Red Oak Avenue

Mr. Kelly addressed the Village Board in regards to 261 Red Oak Avenue. Mr. Kelly addressed a letter sent to him by Director of Community Development, Scott Viger. Village Staff was directed to meet with Mr. Kelly regarding his concerns.

APPROVAL OF MINUTES:

3. The August 7, 2012 Village Board Meeting minutes were presented.

Motion: Trustee Ridder made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

WARRANT NO.

12/15: 4. President Soto presented **Warrant No. 12/15** in the amount of \$2,444,224.65.

Trustee Peconio asked for a copy of the Rory Group's monthly report.

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

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Ridder, Wessler

NAYS: None

ABSTAINED: Peconio

Motion carried.

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

All were in favor. Motion carried.

**Resolution No.
R-79-2012:**

Resolution Authorizing the Execution of an Engineering Services Agreement with Trotter and Associates, Inc. for the County Line Road Watermain Replacement Project in the Amount of \$35,031. (Consent Agenda)

**Resolution No.
R-80-2012:**

Resolution Authorizing the Execution of a Construction Contract for the County Line Road Watermain Replacement Project with Vian Construction Company, Inc. of Elk Grove, IL in the Amount of \$296,218.60. (Consent Agenda)

**Resolution No.
R-81-2012:**

Resolution Authorizing the Execution of a Contract to Onxy Sealcoating, Inc. for Parking Lot Sealcoating Services in the Amount of \$17,370.40. (Consent Agenda)

**Resolution No.
R-82-2012:**

Resolution Authorizing the Execution of a Design Engineering Services Contract for the Village of Bensenville WWTP Upgrade Project with Strand Associates, Inc. in the Amount of \$1,400,000. (Consent Agenda)

Ordinance No.

39-2012:

Ordinance Amending and Restating in Their Entirety, Title 9, Chapters 12, 13, and 14 of the Bensenville Village Code (Adoption of Revised DuPage County Stormwater Management Ordinance). (Consent Agenda)

Ordinance No.

40-2012:

Ordinance Approving the Grant of a Conditional Use Permit to Allow an Indoor Athletic Facility at 764 West Foster Avenue, Bensenville, Illinois, Corssfit 1013. (Consent Agenda)

Ordinance No.

41-2012:

Ordinance Granting Certain Variances to Allow for Construction of a Parking Pad and Fence in the Actual Corner Side Yard at 349 Walnut Street, Bensenville, Illinois, James Baker. (Consent Agenda)

Ordinance No.

42-2012:

Ordinance Approving the Grant of a Conditional Use Permit and Associated Variances to Allow Motor Vehicle Repair (Minor) at 480-500 West Irving Park Road, Bensenville, Illinois, C&M Truck and Auto Repair. (Consent Agenda)

Ordinance No.

43-2012:

Ordinance Granting Approval of a Variance to Allow Driveway Width to Allow Construction of a Twenty-Nine Foot Driveway at the Property Identified as 1002 W. Brookwood, Bensenville, Illinois, Joyce Fankum. (Consent Agenda)

Ordinance No.

44-2012:

Ordinance Approving the Grant of a Conditional Use Permit to Allow "Schools and Education Institutions – Public" at 6 South Addison Street, Bensenville, Illinois, NDSEC. (Consent Agenda)

Motion:

Trustee Wessler made a motion to approve the Consent Agenda as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**PRESIDENTIAL
REMARKS:**

President Soto read a thank you letter into the record from Ms. Elizabeth Madland, thanking the Village of Bensenville for granting her Golden Wish.

President Soto spoke about the severity of the West Niles Virus and asked Bensenville Residents to proceed with caution. Information pertaining to the West Nile Virus can be found on the Village's website.

President Soto announced the Village plans to extend Music in the Park an additional four weeks. Details are emerging and more information is forth coming.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, had no report.

**VILLAGE
ATTORNEY'S
REPORT:**

**Resolution No.
R-83-2012:**

Village Attorney, Pat Bond, gave the summarization of the action contemplated in **Resolution No. R-83-2012** entitled **A Resolution Authorizing the Village Manager to Retain Services of Real Estate Representatives for Property Acquisition.**

Motion:

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

ROLL CALL:

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, stated there was no need for Executive Session.

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 7:12 p.m.

Susan Janowiak
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____day, September, 2012

TYPE: Motion **SUBMITTED BY:** S. Viger **DATE:** 08.30.12

DESCRIPTION: Approve an addition to the Contract with DMD Services, Inc. to include the demolition of the Non-Village owned single family residential building at 238 S. Park St. for \$15,500.00.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety (approved 7-0)

DATE: 08.28.12

BACKGROUND:

The Village entered into a settlement agreement with the owner of 238 S. Park Street for him to demolish the structure that burned in the year 1998. The agreement called for the owner to apply for Village permits by July 13, 2012 and demolish the structure by August 1, 2012. The owner failed to apply for permits and was reminded both with phone calls and letters from the Village Attorney. As the owner is in breach of the agreement, the Village of Bensenville has been directed by counsel to move forward with the demolition and lien the property for all costs.

The Village Board approved the demolition of several Village owned and non-Village owned properties on March 27, 2012 through a contract with DMD Services. This item is intended to be an amendment to the original contract for an additional \$15,500.00, for a revised total contract amount of \$102,920.00

The Public Safety Committee approved the addition to the contract 7-0 on 8.28.12.

KEY ISSUES:

Prior to making the determination to demolish this residential building, staff performed a site inspection and noticed the following problems:

- Significant structural integrity issues due to fire;
- High mold content due to flooding and lack of maintenance/poor condition; and
- Animal infestations and the associated damage.

State Statute (ILCS 65/11-31-1) gives the Village authority to demolish vacant and abandoned properties in order to protect the health and safety of the public. Staff has followed the procedure set forth in the Statute to demolish the buildings, and proper notice has been given to the property owner.

The Non-Village owned property will be leined to recover the costs of demolition. The original demolition RFP recognized the potential for additional properties to be added to the contract and DMD Services, Inc. has held pricing for the new properties.

ALTERNATIVES:

1. Deny motion and require Staff to issue another RFP.
2. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the addition to the contract with DMD Services, Inc. to demolish the property at 238 S. Park Street.

BUDGET IMPACT:

\$15,500.00 – ACCT# 11060110 576010 (Neighborhood Stabilization Initiatives)

ACTION REQUIRED:

Motion to approve the addition to the contract with DMD Services, Inc.

RESOLUTION NO. R-

**A RESOLUTION AMENDING THE CONTRACT
FOR DEMOLITION SERVICES WITH DMD SERVICES, INC.**

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

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

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

WHEREAS, there was a fire at 238 Park Street in 1998 and no work has been completed to date to repair the structure; and

WHEREAS, the home has been vacant since 1998; and

WHEREAS, recent inspections by the VILLAGE have revealed the property is infested with mold, inhabited by animals, there is a hole in the roof, and has compromised structural integrity, presenting an unsafe condition to the public; and

WHEREAS, the VILLAGE has determined the property must be razed in order to eliminate the physical hazards on the premises as well as make the lots more desirable for potential buyers; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to amend the Contract for demolition services with DMD Services Inc., originally approved on March 27, 2012 (Resolution 29-2012), which Contract is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

SECTION TWO: The Village Board authorizes the Village Manager to amend a contract, with DMD Services, Inc. of Northlake, Illinois for Demolition Services in accordance with their proposal dated June 28, 2012.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 11th day of September, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

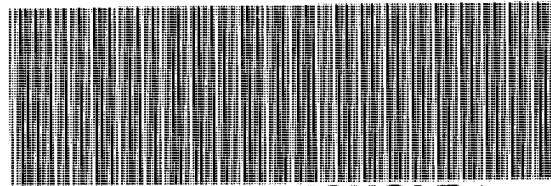
ABSENT: _____



FRED BUCHOLZ

**Du Page County Recorder
421 North County Farm Road
Wheaton, IL 60187**

(630) 407-5400



FRED BUCHOLZ
DUPAGE COUNTY RECORDER
JUL.13,2012 RHSP 9:25 AM
OTHER 03-13-322-010
018 PAGES R2012-090183

RECORDING COVER PAGE

DEED OTHER UCC PLAT RE-RECORD

***Please note - This cover page has been attached to the document for recording purposes. It is a permanent part of the document and has been included in the page count.**

**AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND JUAN FLORES
REGARDING THE PROPERTIES AT 238 PARK STREET AND 237 MARION COURT,
BENSENVILLE, ILLINOIS 60106**

THIS AGREEMENT, made and entered into as of the 27th day of June, 2012, by and between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation (hereinafter the "VILLAGE") and JUAN FLORES (hereinafter "FLORES").

WITNESSETH:

WHEREAS, the VILLAGE is a duly organized and existing Illinois municipality pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the VILLAGE has the authority to enter into this Agreement pursuant to the Illinois Municipal Code, 65 ILCS 5/2-2-12; and

WHEREAS, FLORES is the owner and title holder of the real property located at 238 Park Street and 237 Marion Court, Bensenville, Illinois 60106 (hereinafter collectively referred to as the "Properties"); and

WHEREAS, 238 Park Street is less than three (3) stories in height; and

WHEREAS, 238 Park Street sustained substantial fire damage and has been uninhabited since 2001; and

WHEREAS, the VILLAGE has determined that the building at 238 Park Street is open and vacant and an immediate and continuing hazard to the Community; and

WHEREAS, the VILLAGE has determined 238 Park Street is in need of demolition; and

WHEREAS, the VILLAGE sought to demolish 238 Park Street pursuant to its authority under the Illinois Municipal Code, 65 ILCS 5/11-31-1(e); and

WHEREAS, the VILLAGE posted a Notice of Demolition at 238 Park Street on March 23, 2012; and

WHEREAS, the VILLAGE caused to be sent on April 2, 2012, by certified mail, return receipt requested, a Notice to Remediate to FLORES and all other beneficial owners, owners of record or lien holders, in which the VILLAGE stated its intent to demolish, repair, or enclose the building if the owners did not take action, a copy of the Notice to Remediate is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Notice to Remediate was recorded with the DuPage County Recorder's Office on April 2, 2012; and

WHEREAS, on April 4, 5, and 6 2012, the Village caused to be published, in a newspaper published in the municipality where the building is located, that being the Daily Herald, a Notice setting forth (i) the permanent tax index number and the address of the building, (ii) a statement that 238 Park Street is open and vacant and constitutes an immediate and continuing hazard to the community, and (iii) a statement that the Village intends to demolish, repair, or enclose the building or remove and garbage, debris, or other hazardous, noxious, or unhealthy substances or materials if the owner or owners or lien holders of record fail to do so, a copy of the Notice of Publication is attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, no owner, beneficial owner, or lien holder, after the Notice to Remediate was sent by the Village, proceeded to repair or remodel 238 Park Street so that 238 Park Street complied with the Village Building Code and ceased being an immediate and continuing hazard to the Community; and

WHEREAS, FLORES received the VILLAGE’S Notice to Remediate and was aware of the VILLAGE’S intention and authority to demolish 238 Park Street; and

WHEREAS, the VILLAGE complied with the statutory requirements of the Illinois Municipal Code, 65 ILCS 5/11-31-1(e) and the VILLAGE obtained the authority to demolish 238 Park Street, pursuant to Section 5/11-31-1(e), on May 6, 2012; and

WHEREAS, FLORES, the owner, beneficial owner or lien holder have not filed the appropriate documents with the Court seeking to prevent the VILLAGE from demolishing 238 Park Street; and

WHEREAS, the VILLAGE possesses the statutory authority to demolish 238 Park Street; and

WHEREAS, FLORES currently resides at 237 Marion Court, Bensenville, Illinois 60106, which is an accessory structure to the building located at 238 Park Street; and

WHEREAS, the 237 Marion Court shares the same Property Index Number, 03-13-322-010, as 238 Park Street; and

WHEREAS, on April 15, 1998, the VILLAGE obtained a Judgment finding that 237 Marion Court was an unlawful nonconforming use and permanently enjoining FLORES, “from occupying or allowing the occupancy of the accessory structures located at the rear of 234 and 238 Park Street. . .” (hereinafter the “Judgment”); the Judgment in *Flores v. Bensenville*, 97 MR 330 is attached hereto and incorporated herein as Exhibit “C”; and

WHEREAS, FLORES has continually violated, and is currently in violation of, the Judgment by residing in 237 Marion Court; and

WHEREAS, the VILLAGE, on May 15, 2012, met with FLORES to discuss the Properties; and

WHEREAS, the Parties have reached an Agreement that is designed to remove 238 Park Street from being an immediate and continuing threat to the Community, by requiring FLORES to demolish 238 Park Street, and, in consideration of the demolition of 238 Park Street, FLORES is allowed to continue to reside at 237 Marion Court, pursuant to the terms and conditions of the Agreement set forth hereinafter.

NOW, THEREFORE, in consideration of the foregoing recitals and of the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the Parties hereto hereby stipulate, the Parties hereto agree as follows:

SECTION ONE: That the recitals set forth above are incorporated herein and made a part hereof by reference.

SECTION TWO: That the term of this Agreement shall commence on June 27, 2012.

SECTION THREE: That FLORES shall apply or cause an application to be applied for, on or before July 13, 2012, for the requisite VILLAGE demolition and other Permits. FLORES shall contact Scott Viger, VILLAGE Director of Community Development for the requisite Permits.

SECTION FOUR: That within ten (10) days of the receipt from the VILLAGE of the requisite Permits, FLORES shall demolish the property located at 238 Park Street.

SECTION FIVE: That after the property located at 238 Park Street has been completed, FLORES is required to grade the property located at 238 Park Street, plant grass seed on the property located at 238 Park Street and maintain the planted grass.

SECTION SIX: That the demolition of 238 Park Street must be completed on or before August 1, 2012.

SECTION SEVEN: That in consideration of the demolition of 238 Park Street, FLORES may continue to reside at the property located at 237 Marion Court.

SECTION EIGHT: That upon FLORES'S failure to abide by any provisions of this Agreement or the timeline set forth in this Agreement, the VILLAGE shall have the authority, pursuant to this Agreement and the Illinois Municipal Code, to immediately demolish 238 Park Street.

SECTION NINE: That upon FLORES'S failure to abide by the provisions of this Agreement or the timeline set forth in this Agreement, the VILLAGE shall immediately, upon written notification to FLORES, proceed with the demolition of 238 Park Street.

SECTION TEN: That the cost of the demolition of 238 Park Street shall be paid for by FLORES and, if unpaid, shall be a lien on 238 Park Street, pursuant to the Illinois Municipal Code.

SECTION ELEVEN: That upon FLORES'S failure to abide by the provisions of this Agreement or the timeline set forth in this Agreement, the VILLAGE may enforce the Judgment as provided for in Exhibit "C".

SECTION TWELVE: That upon FLORES'S failure to abide by the provisions of this Agreement or the timeline set forth in this Agreement, FLORES shall, upon written Notice of the Village sent via U.S. Mail notifying FLORES of a breach of this Agreement and directing FLORES to vacate the property located at 237 Marion Court, and without any further Notice or Court Action taken by the VILLAGE, vacate the property located at 237 Marion Court within five (5) days of the mailing of the Notice. The VILLAGE, upon FLORES'S failure to vacate the property located at 237 Marion Court, shall have the legal right to enter on to the property located at 236 Marion Court for the purpose of forcefully removing FLORES, any immediate family members, and any personal property from the property located at 237 Marion Court.

SECTION THIRTEEN: That the VILLAGE only allows FLORES, pursuant to the terms of this Agreement, to reside at the property located at 237 Marion Court, which is an unlawful nonconforming use; and upon the sale, transfer, abandonment, or any other process in which FLORES ceases to reside at the property located at 237 Marion Court, future residency by any individual of the property located at 237 Marion Court is strictly prohibited and, pursuant to the Judgment, the property located at 237 Marion Court shall continue to be deemed an unlawful nonconforming use.

SECTION FOURTEEN: That this Agreement shall be recorded with the Office of the Recorder for DuPage County.

SECTION FIFTEEN: That FLORES hereby releases, waives and forever discharges the VILLAGE, its Trustees, Officers, employees, attorneys and agents from and against any and all claims, losses, demands, rights, causes of action or otherwise resulting from, or arising out of, the demolition of 238 Park Street or the enforcement of the Judgment or any activities related thereto. Further, FLORES hereby agrees that the VILLAGE, its Trustees, Officers, employees, its sureties shall incur no liability for loss, damage, or financial responsibility arising out of, or in any manner, connected with any damages, injury or loss either to FLORES or 238 Park Street or 237 Marion Court or activities related thereto arising out of this Agreement or the VILLAGE'S right under the Illinois Municipal Code.

SECTION SIXTEEN: That FLORES, his/her successors, agents, officers and assigns, shall indemnify and hold harmless the VILLAGE, its Trustees, Officers, agents, employees, successors and assigns, from and against any and all liability, any and all injury, actions, claims, assertions of liability, losses, demands, and causes of action or lawsuits, and shall waive any claims or causes of action, arising out of related to or resulting in any way from the demolition of 238 Park Street or the enforcement of the Judgment or activities related thereto.

SECTION SEVENTEEN: That this Agreement sets forth the entire understanding of the Parties and may only be amended, modified or terminated by a written instrument signed by the Parties except as herein otherwise provided.

SECTION EIGHTEEN: That the invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined

by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the court.

SECTION NINETEEN: That this Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

SECTION TWENTY: That the 18th Judicial Circuit of DuPage County shall be the proper venue for any action arising out of this Agreement.

SECTION TWENTY ONE: That FLORES shall pay the court costs and attorney fees of the VILLAGE in the event the VILLAGE prevails in any litigation arising from 1) this AGREEMENT, 2) the VILLAGE'S authority to demolish the Property pursuant to the Illinois Municipal Code, or 3) an action by the VILLAGE to enforce the Judgment.

SECTION TWENTY TWO: That all notices hereunder shall be in writing and must be served either personally, by e-mail transmission or U.S. Mail to:

(1) VILLAGE at:
Michael Cassady, Village Manager
12 S. Center Street
Bensenville, IL 60106

With copy to:


Scott Hadala, Attorney
Bond Dickson & Associates, P.C.
400 S. Knoll Street, Unit C
Wheaton, IL 60187
Scotthadala@bond-dickson.com

(2) FLORES at:

Juan Flores
237 Marion Court
Bensenville, IL 6010


IN WITNESS WHEREOF, the parties hereto have read and understood the terms of the Agreement and, upon their signatures, knowingly agree to the terms of this Agreement.

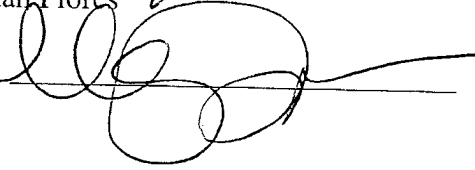
VILLAGE OF BENSENVILLE, an Illinois
Municipal Corporation,

By: 
Michael Cassady, Village Manager

Attest: 

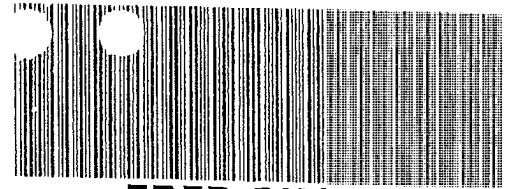
JUAN FLORES,

By: 
Juan Flores

Attest: 



VILLAGE OF BENSENVILLE



FRED BUCHOLZ

DUPAGE COUNTY RECORDER

APR. 02, 2012

RHSP 2:49 PM

OTHER

03-13-322-01

004 PAGES

R2012-042354

April 2, 2012

NOTICE TO REMEDIATE

Village Board

President
Frank Soto

Trustees

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

Village Clerk

Susan V. Janowiak

Village Manager

Michael J. Cassidy

To: Juan Flores
237 Marion Court
Bensenville, Illinois 60106

Antonia Flores
237 Marion Court
Bensenville, Illinois 60106

Illinois Regional Bank National Association
105 S. York Street
Elmhurst, Illinois 60126

JP Morgan Chase Bank
Retail Loan Servicing
KY2-1606
P.O. Box 11606
Lexington, KY 40576-1606

JP Morgan Chase Bank
120 E. Wesley Street
Wheaton, IL 60187

LaSalle Bank, FSB
4747 W. Irving Park Road
Chicago, IL 60641

Bank of America
135 South LaSalle Street, Suite 140
Chicago, IL 60603

Re: 238 Park Street,
Bensenville, Illinois 60106
P.I.N. 03-13-322-010
Our File No.: 09-983

PLEASE TAKE NOTICE that the Village of Bensenville seeks to demolish the property at 238 Park Street, Bensenville, Illinois, P.I.N. 03-13-322-010 (the "Property"), pursuant to the Illinois Municipal Code, 65 ILCS 5/11-31-1(e) unless you immediately remediate the property.

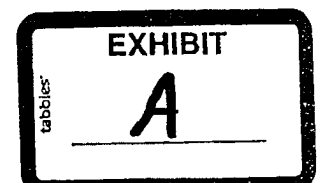
There are numerous Code violations on the Property. The Property is uninhabitable and has been abandoned for some time. Clearly, given the fact that this parcel is immediately adjacent to both

Village of Bensenville

12 South Center Street ♦ Bensenville, IL 60106

Phone: 630-766-8200 ♦ Fax: 630-594-1105

www.bensenville.il.us



238 Park Street

4/2/12

Page 2

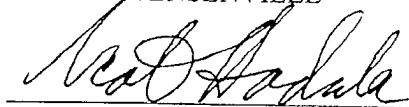
residential and business properties, this constitutes a serious threat to the health, safety and welfare of the residents of the Village. In connection therewith, you have been contacted by the Village previously regarding these concerns. To date, those issues have not been abated and/or addressed.

Accordingly, you have left the Village with no alternative but to exercise its statutory police powers and to abate the nuisance. The Village will, under State statute and its Village Code, lien the property for the cost of said demolition, litigation and other related expenses. If the Code violations are not immediately addressed, the Village will demolish the aforesaid property no sooner than thirty (30) days from the date of mailing this notice.

Should you wish to remedy this situation, please contact Scott Viger, Director of Community & Economic Development, at Village Hall (630) 350-3411. Should you have any other questions regarding this matter, please contact our Office.

VILLAGE OF BENSENVILLE

By:



Scott A. Hadala, One of its Attorneys

Prepared by:

(Bond, Dickson & Associates, P.C.)

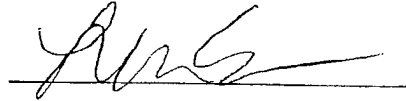
400 S. Knoll Street, Unit C

Wheaton, IL 60187

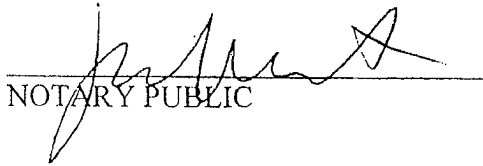
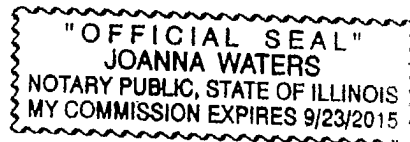
(630) 681-1000

CERTIFICATE OF SERVICE

Under penalties as provided by law pursuant to 735 ILCS 5/15-1502.5, the undersigned certifies that she served the above-referenced document, NOTICE TO REMEDIATE, by sending the same to the parties listed in the above-referenced document, NOTICE TO REMEDIATE, via Certified U.S. Mail, Return Receipt Requested, on April 2, 2012.



SUBSCRIBED and SWORN to
before me this 2nd day of April, 2012.


NOTARY PUBLIC

Submitted by:
HELEN ELLISON

Return To:
COLLATERAL SERVICES
LASALLE BANK NA
4747 WEST IRVING PARK ROAD
Chicago, IL 60641

Loan Number: 09207402223213

== Fred Bucholz ==

DUPAGE COUNTY RECORDER
06-20-2007 8:06 AM
OTHER RHSP 03-13-322-010
001 R2007-113863

RELEASE OF MORTGAGE
Illinois

KNOW ALL MEN BY THESE PRESENTS that, LASALLE BANK NA holder of a certain mortgage, whose parties, dates and recording information are below, does hereby acknowledge that it has received full payment and satisfaction of the same, and in consideration thereof, does hereby cancel and discharge said mortgage.

Original Mortgagor(S): JUAN FLORES AND ANTONIA FLORES, HIS WIFE, AS JOINT TENANTS

Original Mortgagee(S): LASALLE BANK NA

Original Instrument No: R2002-181231 Date of Note: 06/28/2002 Original Recording Date: 07/16/2002

Property Address:
238 S PARK AVENUE
BENSENVILLE, IL 60106

Legal Description: LOT 11 IN BLOCK 2 IN WILLIAM L KORTHAUERS, ADDITION TO BENSENVILLE BEING A SUBDIVISION OF PART OF THE SW 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 01/03/03 AS DOCUMENT NO. 50837, IN DUPAGE COUNTY, ILLINOIS.

Pin #: 03-13-322-010 County: DuPage County, State of Illinois

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this date of 06/19/2007.

LASALLE BANK NA
== KayLynn Dalebout ==
By: KAYLYNN DALEBOUT
Title: VICE PRESIDENT LOAN
DOCUMENTATION

State of UT }
City/County of LOGAN }

This instrument was acknowledged before me on 06/19/2007 by KAYLYNN DALEBOUT, AUTHORIZED OFFICER of LASALLE BANK NA, on behalf of said corporation.
Witness my hand and official seal on the date hereinabove set forth.

== Lyndi Smith ==
Notary Public: LYNDI SMITH
My Commission Expires:
12/29/2010
Resides in: LOGAN

**PUBLIC NOTICE
NOTICE OF DEMOLITION**
The Village of Bensenville has determined that the building located at 238 Park Street, Bensenville, Illinois, P.I.N. 03-13-377-010 is open and vacant and constitutes a continuing and immediate hazard to the community. Pursuant to the Illinois Municipal Code, 65 ILCS 5/11-31-1(e), the Village of Bensenville shall demolish the building located at 238 Park Street, Bensenville, Illinois, P.I.N. 03-13-377-010, for Village Code violations that have resulted in a continual threat to the health, safety and welfare of the residents of the Village of Bensenville, if the owner, owners or lien holders of record fail to remediate the property within 30 days of this Notice. Published in Daily Herald April 4, 5, 6, 2012 (4296767)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the DAILY HERALD. That said DAILY HERALD is a secular newspaper and has been circulated daily in the Village(s) of Addison, Bensenville, Bloomingdale, Carol Stream, Glendale Heights, Glen Ellyn, Itasca, Keeneyville, Lisle, Lombard, Medinah, Naperville, Oak Brook, Oakbrook Terrace, Roselle, Villa Park, Warrenville, West Chicago, Wheaton, Winfield, Wood Dale

County(ies) of DuPage

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

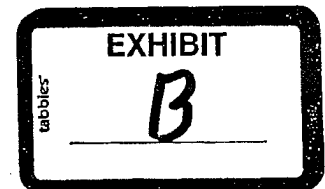
I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published April 4, 5, 6, 2012 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Laula Baltz
Authorized Agent

Control # 4296767



MEMORANDUM OF JUDGMENT
STATE OF ILLINOIS COUNTY OF DU PAGE

MEMORANDUM
OF JUDGMENT

18TH JUDICIAL CIRCUIT COURT
OF DU PAGE COUNTY

TO

RECORDER OF DU PAGE COUNTY

(Please Type or Print Information)



J.P. "RICK" CARNEY
DUPAGE COUNTY RECORDER
AUG. 03, 1999 3:26 PM
OTHER 03-13-322-010
006 PAGES R1999-169925

(Reserved for Recorder's Use Only)

JUDGMENT: RENDERED REVIVED

IN FAVOR OF (Name)

Village of Bensenville

700 W. Irving Park Road

Bensenville, Illinois 60106

AGAINST (Name and last known address. If address is unknown, please so state)

Juan Flores

238 Park Street

Bensenville, Illinois 60106

LOT 11, BLK 2, WM KORTHAUER ADD. TO BENS, A SUBDIVISION OF PT SW 1/4 SEC 13, TWP 40N, R 11, EAST OF 3RD MAIN MERIDIAN, PER PLAT NO. 50857 REC 11/3/1893

Permanent Index Number 03-13-322-010

DATE OF JUDGMENT 15-04-98 AMOUNT See Attached COURT CASE NUMBER 97 MR 330
DAY MO. YR.

Prepared by and mail to

Mail recorded instrument to:

Village of Bensenville

Attn: Peter W. Ostling

700 W. Irving Park Road

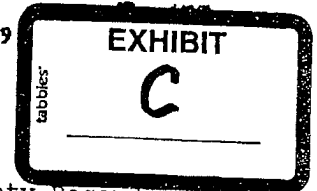
Bensenville, IL 60106

DATED _____

SIGNED *Bonnie M. Austin*
JUDGE

DIVISION Chancery Division

J. P. "RICK" CARNEY, DU PAGE COUNTY RECORDER
421 N. COUNTY FARM ROAD, BOX 936, WHEATON, ILLINOIS 60189



IN THE CIRCUIT COURT FOR THE EIGHTEENTH JUDICIAL CIRCUIT
WHEATON, DU PAGE COUNTY, ILLINOIS

JUAN FLORES,)
)
Plaintiff,)
)
vs.) No. 97 MR 330
)
VILLAGE OF BENSENVILLE,)
A Municipal Corporation,)
)
Defendant.)

MEMORANDUM OPINION AND ORDER

This matter came before the Court for hearing on the motion of Defendant VILLAGE OF BENSENVILLE ("BENSENVILLE") for judgment on the pleadings. The complaint filed by Plaintiff JUAN FLORES ("FLORES") seeks administrative review of the decision of BENSENVILLE's Village Board affirming the prior decision of BENSENVILLE's Code Appeals Board to deny appeal of an order to vacate accessory structures located at the rear of 234 and 238 Park Street in the Village of Bensenville. BENSENVILLE counterclaimed for a permanent injunction barring occupancy of the subject premises.

FACTS

The record of proceedings before the Code Appeals Board and the exhibits attached to various pleadings establish certain facts. The affidavit of Dorothy Korthauer established that in 1943, when the Affiant moved to the area, there were people living in the subject structures,

and that the structures were never used as anything but residences.

The applicable Village Zoning Ordinance of 1941 defines "BUILDING AREA" as "The maximum horizontal projected area of a building and its accessory buildings, excluding open steps, terraces and cornices projecting not more than thirty (30) inches." "ACCESSORY BUILDING" is defined as "A subordinate building or portion of the main building which is located on and occupies not more than 10% of the lot on which the main building is situated, the use of which is clearly incidental to the use of the main building."

The use of the subject structures as residences is unlawful under the current BENSENVILLE zoning ordinance.

Plaintiff FLORES was found guilty of violating BENSENVILLE's orders to vacate the accessory structures.

ISSUES

FLORES contends that the Code Appeal Board improperly found that the finding of guilty was *res judicata* on the issue, and alternatively that BENSENVILLE was guilty of laches in failing to enforce its ordinances for a period in excess of 50 years. BENSENVILLE argues that the occupancy of the structures was an illegal non-conforming use, and that the decision of BENSENVILLE should be upheld.

Resolution of the issues depends on the status of the occupancy of the accessory structures. The 2nd District Appellate Court recently restated the law regarding non-

conforming uses in Bainter v. Village of Algonquin, 675 N.E.2d 120, 285 Ill.App.3d 745:

A legal nonconforming use is a nonpermitted use under currently applicable zoning ordinances which predates the applicable zoning ordinance and is legalized on that basis. [Citations] A use which was not lawful at its inception is not a legal nonconforming use and thus cannot be protected from elimination for violation of present zoning ordinances. [Citations] The facts of each particular case ultimately determine whether an owner is entitled to the protection of a legal nonconforming use.

Similarly, the Illinois Supreme Court in Jacobson v. Village of Wilmette, 403 Ill.250, 85 N.E.2d 753, stated:

A 'nonconforming use' is defined by the ordinances to be a building or premises occupied by use that does not conform to the regulations of the use district in which it is situated. The ordinances provide, however, that the lawful use of a building or premises existing at the time of the adoption of the ordinance may be continued, although such use does not conform to the provisions thereof, and such use may be extended throughout the building or premises.

Applying these legal tenets, the Court in Welch v. City of Evanston (409 N.E.2d 450, 87 Ill.App.3d 1017) found that a basement apartment was illegal at its inception in 1925 under the existing 1921 zoning ordinance, and affirmed the validity of the ordinance existing in 1980.

In the instant case, the earliest date upon which occupancy of the accessory structures as residences was established was 1943. Under the 1941 zoning ordinance, the use of the accessory buildings as residences was not a lawful use. There was neither testimony nor affidavit before the Code Appeals Board that the accessory structures ever constituted a legal non-conforming use.

The mere passage of time does not transform the unlawful use into a legal use, nor does it establish that BENSENVILLE was guilty of laches. FLORES contends that he has been damaged, but the pleading require a contrary inference. The leases appended to the Complaint establish that FLORES has obtained rental income from the accessory structures which would be impermissible under the zoning ordinances in effect either in 1941 or at the present time. Rather than being injured, FLORES has experienced a windfall of rental income.

The proceedings in which FLORES was found guilty of disobeying an order to vacate the accessory structures were argued before the Code Appeals Board, but there is no indication in the record that those proceedings were the basis for the Board's decision. Indeed, even without considering those proceedings there was ample testimony, evidence and argument upon which the decision could be based.

ORDER

For the foregoing reasons, the decision of BENSENVILLE's Village Board affirming the prior decision of BENSENVILLE's Code Appeals Board to deny appeal of an order to vacate accessory structures located at the rear of 234 and 238 Park Street in the Village of Bensenville is affirmed.

Judgment on the Pleadings is entered in favor of Defendant VILLAGE OF BENSENVILLE and against Plaintiff JUAN

FLORES, and Plaintiff is permanently enjoined from occupying or allowing the occupancy of the accessory structures located at the rear of 234 and 238 Park Street in the Village of Bensenville as residences.

ENTER: _____

JUDGE

Date: April 15, 1998



June 28, 2012

Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106
Attn: Mark Rysavy

RE: Demolition of structure at 238 Park, Bensenville, Illinois.

We are pleased to provide this proposal to complete the following scope of work at the above referenced project. Our price includes all union labor, equipment, materials, transportation, disposal, insurance and administration to complete the project in accordance with applicable codes and regulations.

Scope of Work:

1. Demolition and debris removal of the existing structures.
2. Demolition and debris removal of all foundations, slabs, driveways, patios and private walkways.
3. Backfill with compactable fill up to 6" from existing grade. Top soil to be used for the remaining 6" of fill.
4. Hydro seed upon completion with a Kentucky Blue Grass mix.

Exclusions and Clarifications:

1. D.M.D. to procure demolition permits. No fee is included for the Village permit.
2. The owner will provide D.M.D. with a letter that states the building is asbestos free. If a letter is not provided an asbestos consultant shall be hired and shall be paid for by D.M.D.
3. D.M.D. to obtain disconnection letters for gas, telephone, electric and cable.
4. D.M.D. assumes no responsibility for the removal of pollutants or contaminants of any type such as PCB's, hazardous chemicals, underground storage tanks, etc.
5. D.M.D. shall take title to all salvage.
6. D.M.D. to provide 6' temporary fencing around site.

D.M.D. will perform the proposed Scope of Work for and in consideration of receiving from Village of Bensenville (the Client), title to all salvage and payment in the lump sums as selected below:

Building Demolition: \$ 15,500.00

Alternate:

Water and Sewer Disconnections at the Mains: \$ 9,500.00 per building

The undersigned authorizes D.M.D. to perform the Scope of Work selected above and described in this proposal. The undersigned represents and warrants that he/she is fully authorized to execute this Agreement on behalf of the company, corporation, partnership, or legal entity to themselves, as the case may be; that they have read and understood this document, all attached documents, and all documents incorporated by reference; and that he/she intend the company, corporation, partnership, legal entity, or themselves, as the case may be, to be legally bound by the same. This proposal shall be incorporated into all additional project contracts/ documents. This proposal shall be good for 30 days. This proposal is based on normal construction standards. Any unforeseen or oversized construction will be addressed as a change order to this proposal. Prior to any change order work being performed both parties will meet to review said changes.

Project costs will be invoiced as the project proceeds on a monthly basis and/or upon completion. D.M.D. shall be compensated by the Client upon receipt of invoice. The Client understands that the fee is not contingent upon the closing of a transaction or the ability to receive financing for the property. Unpaid balances shall be subject to interest at the rate of 1.5% per month, or the maximum permissible under state law, whichever is less, commencing thirty (30) days from the invoice date. The Client agrees to reimburse D.M.D. for any reasonable collection fees, without limitations, including administrative and attorney's fees that D.M.D. may incur in collecting its fees and expenses as a result of the Client's failure to pay D.M.D.

Signature: _____
Authorized Signature

Signature:  _____

Name: _____

Name: Dominick S. DiSilvio

Title: _____

Title: General Manager

Company: _____

Company: D.M.D. Services, Inc.

Date: _____

Date: 6/28/12

TYPE: Resolution **SUBMITTED BY:** Mary Smith **DATE:** September 5, 2012

DESCRIPTION: Resolution approving the Master Warranty Agreement with CCSi Communications from August 31, 2012 to March 30, 2013 for an amount not to exceed \$11,196.50

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L (passed 7-0)

DATE: August 28, 2012

BACKGROUND: CCSi (Custom Communication Systems, Inc.) has been servicing the Village's landline Tadiran telephone system since July of 2009. We entered in to a 1 year master warranty agreement in August of 2009, August 2010 and again in August 2011. CCSi has been a great asset to the Village and is very responsive whenever an outage has occurred. They have saved the Village a great deal of downtime due to monitoring and proactively addressing phone system outages.

KEY ISSUES: The Village's phone system requires consistent maintenance and ongoing support to remain operational for residents and employees. The 2012 Strategic Plan includes both an interfacility network connection upgrade and the village wide transition to a VoIP telephone system in 2012. As such, the 2012 CIP includes \$190,000 for the transition to a VoIP telephone system village wide. However, prior to installing the new phone system, the Village needs to first upgrade our network infrastructure to handle the VoIP.

At this time we are still evaluating the optimal network infrastructure system, which may cost more than originally anticipated. Since our CCSi contract expired in August, we recommend renewing with CCSi and using the VoIP capital dollars towards the network infrastructure and phasing VoIP in starting in 2013.

At the August 28, 2012 AF&L Meeting, the Committee unanimously approved contracting with CCSi (vote 7-0) and suggested reducing the duration of the proposed contract in case the Village is in a position to move forward with VoIP sooner than anticipated. CCSi agreed to modify the proposed contract from 12 months to 7 months, so the attached Resolution approves a contract from August 31, 2012 to March 30, 2013. At the time of expiration the Village can determine whether or not an extension is necessary. Staff recommends approval of the updated contract.

ALTERNATIVES:

- Pay CCSi time and material only. Risks of doing this include downtime, expensive parts replacement and non-priority service support.
- Discretion of the Village Board

RECOMMENDATION: Adopt a Resolution approving the Master Warranty Agreement with CCSi Communications from August 31, 2012 to March 30, 2013 for an amount not to exceed \$11,196.50.

BUDGET IMPACT: 7-Month Contract of \$11,190.50 (12-Month contract equivalent of \$19,194). This amount was not budgeted in 2012 due to the anticipated switch to VoIP. Therefore, we will fund this expenditure out of a General Fund Transfer to ACCT#11020180-541310 (Communications – Phones). If a contract extension is needed beyond March 31, 2013, staff will present an extended contract to the Board at that time.

ACTION REQUIRED: Approve the Resolution.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE MASTER WARRANTY AGREEMENT WITH
CCSI COMMUNICATIONS FROM AUGUST 31, 2012 TO MARCH 30, 2013 FOR AN
AMOUNT NOT TO EXCEED \$11,196.50**

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

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

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

WHEREAS, the VILLAGE has determined a need to enter into a Master Warranty Agreement with CCSi Communications for repair and maintenance services for the VILLAGE telephone and communications systems.

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

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

SECTION TWO: The engagement of CCSi Communications to provide the Services described in the Master Warranty Agreement (Exhibit “A”) for the period from August 31, 2012 through March 31, 2012 for an amount not to exceed \$11,190.50 is hereby approved.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville the Master Warranty Agreement with CCSi Communications, attached hereto and incorporated herein by reference as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and

approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 11th day of September, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____



August 28, 2012

Village of Bensenville
12 South Center Street
Bensenville, IL 60106

Dear Ladies and Gentlemen:

Please find enclosed with this letter:

A proposed "Master Warranty Agreement" Seven-Months of coverage – Includes:

- All repair labor used during CCSi Normal Business Hours defined as:
 - 8 am to 4:30 pm; Monday through Friday
- Advance Parts Replacement on all Covered Equipment & Software
- Excludes Weekends & Holidays
- Includes reasonable Wide Area Network and Carrier Problem Trouble Shooting.
- A maximum of 1 (one) service calls to be performed on weekends/nights (holidays excluded) for up to a total of 2.5 labor hours.

If you should have any questions or concerns, please feel free to call me.

Thanks again for you business, we appreciate your continued confidence in our service offering.

Best regards,

Klaus Germann



September 6, 2012

Master Warranty Agreement

STARTING: 08 / 31 / 2012

ENDING: 03 / 30 / 2013

WARRANTY TERMS / CONDITIONS

1. CCSi shall provide repair and maintenance service to Village of Bensenville, which shall include all material and labor on equipment and software listed in Exhibit A - "Covered Equipment & Software". All services shall be provided within CCSi normal business hours. Normal business hours shall be defined as Monday through Friday (excluding holidays); 8 am to 4:30 pm.
The Village of Bensenville will also be entitled to request 1 service calls outside of CCSi normal business hours. The total number hours of labor coverage for both calls combined shall not exceed 2.5 hours. Additional labor hours provided outside of CCSi's normal business hours will be billed at \$180 per hour.
2. In case of a major malfunction, CCSi shall, within CCSi normal business hours, immediately assign a certified technician to repair the problem as soon as reasonably possible during CCSi normal business hours. A major malfunction is defined as (1) loss of use of a console (2) loss of 50% or more of incoming or outgoing telephone service (3) loss of station-to-station service within the customer's system (4) loss of any station crucial to the customer's operation.
3. In case of a minor malfunction, CCSi shall respond within 48 hours. Repairs shall be completed as soon as reasonably possible during CCSi normal business hours. A minor malfunction is defined as any problem with the system and/or equipment other than major malfunction.
All parts replacement is included
4. This Agreement shall be void, if the equipment is damaged or otherwise rendered defective or inoperable as a result of the negligence, tampering or other acts of customer, its agents, employees, or any other party, or acts of GOD.
5. Exclusions: See attached Exhibit B – "Equipment & Software Excluded from Coverage"
6. This agreement will automatically renew for 12 month periods unless cancelled by either party with at least 90 days written notice. CCSi reserves the right to adjust the price of the coverage by the published CPI.
7. Payment in the amount of \$11,196.50 is due in full and in advance upon execution of this Master Warranty Agreement

ACCEPTED:

ACCEPTED

PRINTED NAME& TITLE

DATE

PRINTED NAME & TITLE

DATE

SIGNATURE VILLAGE OF BENSENVILLE

SIGNATURE CCSI

September 6, 2012

Exhibit A - "Covered Equipment & Software"

Village Hall

CPS
4GC
MEX-IP2 V 16
RPS
PPS
0 / 4 PRI23
0 / 5 PRI23
0 / 8 PRI23
0 / 9 24SFT
0 / 10 24SDT
0 / 11 16SKD
0 / 12 8S/S
0 / 13 24SLS
0 / 14 8T
0 / 15 8DTR/S
0 / 16 CONF
0 / 17 NO_CARD
0 / 18 RMI/S RMI
RPS
PPS
2 / 4 PRI23
2 / 6 PRI23
2 / 7 4VS
2 / 8 PRI23
2 / 17 UGW
2 / 18 C3WAY

Peripherals & Other Covered Items

4 PRI CSU's; 1 WiCMC; All telephone instruments connected to the system;

September 6, 2012

Police

RPS RPS
PPS PPS
CS MEX-IP2 V 16
HDC
0 / 2 PRI23
0 / 3 PRI23
0 / 5 16SKD
0 / 6 16SKD
0 / 7 16SDT
0 / 8 16SDT
0 / 9 16SDT
0 / 10 16S/S
0 / 11 16SH/S
0 / 12 8T
0 / 16 8DRCM

Peripherals & Other Covered Items

2 PRI CSU's; All telephone instruments connected to the system

Water Treatment

APSSl
CNSsl
MCPsl V 14
0 / 1 8T/PFSl
0 / 4 16SFTsl
0 / 5 8F/8SSl
RNGslx
1 / 2 PRI23
1 / 3 PRI23

Peripherals & Other Covered Items

1 PRI CSU; 1 Fiber Modem; All telephone instruments connected to the system

Public-Works

APSSl
CNSsl
MCPsl V 14
0 / 1 4T/PFSl
0 / 2 PRI23sl
0 / 3 PRI23sl
0 / 4 16SFTsl
0 / 5 8D8SSl
1 / 1 24SDT
1 / 3 PRI23

Peripherals & Other Covered Items

3 Fiber Modem
All telephone instruments connected to the system

September 6, 2012

Edge I

3 each Tadiran T208M VoIP Voice Communications Terminal

Edge II Equipment Room needs light

APSl
CNSsl
MCPsl V 14.66.24
0 / 1 4TPFsl
0 / 4 16SDTsl
0 / 5 8D8Ssl
RNGslx
1 / 1 24SDT
1 / 2 24SFT
1 / 3 PRI23
RNGslx
1 / 5 16SH/S
1 / 7 PRI23

Peripherals & Other Covered Items

1 Fiber Modem; 1 CSU; All telephone instruments connected to the system

September 6, 2012

Exhibit B - "Equipment & Software Excluded from Coverage"

Village Hall	0 / 3 RSIM 3	to be removed from system
Village Hall	2 / 3 RSIM 3	to be removed from system
Village Hall	2 / 7 4 VSN	manufacturer discontinued
Public Works	Battery Back-up	Batteries are excluded
Edge 1	Battery Back-up	Main cabinet Batteries are excluded
Edge 1	Battery Back-up	Expansion cabinet Batteries are excluded
Edge 1	0/3	2SKW MSL (to be removed from system)
Edge 1	Coral Air	manufacturer discontinued
Edge 2	Battery Back-up	Main cabinet Batteries are excluded
Edge 2	Battery Back-up	Expansion cabinet Batteries are excluded
Edge 2	Battery Back-up	2nd Expansion cabinet Batteries are excluded
Edge 2	0 / 2 4skw/Psl	to be removed from system
Edge 2	0 / 3 4skw/Pmsl	to be removed from system
Edge 2	Coral Air	manufacturer discontinued

TYPE: Ordinance **SUBMITTED BY:** Village Attorney **DATE:** September 5, 2012

DESCRIPTION: An Ordinance Amending and Restating Section 4-3-23 of the Bensenville Village Code to Prohibit Video Gaming Within the Village of Bensenville.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: N/A – consistent with previous Board action **DATE:** N/A

BACKGROUND: Section 4-3-23 G. of the Village Code presently exempts video gaming at licensed liquor establishments and truck stops and fraternal and veterans' organizations having liquor licenses from Section 4-3-23's general prohibition against gambling. Therefore, video poker and other video gaming would arguably be allowed at these locations when conducted in accordance with the Video Gaming Act. Also, this exemption for video gaming is inconsistent with Sections 3-1-9, 3-3-15, and 4-3-30 J. of the Village Code, which prohibit the licensing of any amusement device that is a gambling device including, expressly, "video poker machines." Under Section 27 of the Video Gaming Act, 230 ILCS 40/27, the Village is authorized by ordinance to prohibit video gaming within the corporate limits of the Village;

KEY ISSUES: The purpose of this agenda item is to clarify the discrepancy currently in the Village Code as it relates to Video Gaming. Staff believes it was the intent of the Village Board to prohibit video gaming in Bensenville with the liquor license text amendments last year; therefore the attached text amendment reconciles the Village Code with the Board's intent. Due to our understanding of the previous legislative intent, this agenda item appears on the Standing Committee agenda of the Village Board rather than at Committee.

ALTERNATIVES:

- Allow Video Gaming pursuant to the Video Gaming Act, which would require other Code amendments
- Discretion of the Board

RECOMMENDATION: Staff recommends the adoption of this Ordinance amending Section 4-3-23 G. to prohibit all video gaming within the Village limits based on previous Village Board action. In addition, legalized video gaming has burdensome costs of administration and enforcement and potential deleterious effects.

BUDGET IMPACT: The Video Gaming Act imposes a thirty percent (30%) tax on the net proceeds of all video gaming machines, one-sixth of which is distributable to a local government allowing video gaming. Also, non-home rule municipalities, like the Village, may impose an annual fee of up to twenty-five dollars (\$25.00) per machine.

ACTION REQUIRED: Recommend that the President and Board of Trustee adopt the Ordinance.

ORDINANCE NO. O-__-2012

**AN ORDINANCE AMENDING AND RESTATING SECTION 4-3-23 OF THE
BENSENVILLE VILLAGE CODE TO PROHIBIT VIDEO GAMING
WITHIN THE VILLAGE OF BENSENVILLE**

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

WHEREAS, pursuant to Public Act 96-34, effective July 13, 2009, and codified as Section 27 of the Video Gaming Act, 230 ILCS 40/27, the Village is authorized by ordinance to prohibit video gaming within the corporate limits of the Village; and

WHEREAS, Section 4-3-23 G. of the Bensenville Village Code presently permits video gaming at licensed liquor establishments and truck stops and fraternal and veterans organizations having liquor licenses when conducted in accordance with the Video Gaming Act; and

WHEREAS, the President and Village Board of Trustees have determined that it is in the best interest of the Village and the welfare of its residents to exercise the Village’s authority under Section 27 of the Video Gaming Act to prohibit all video gaming within the corporate limits of the Village,

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

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

SECTION TWO: Pursuant to Section 27 of the Video Gaming Act, Section 4-3-23 of the Bensenville Village Code is amended and restated in its entirety to prohibit video gaming within the corporate limits of the Village as follows:

4-3-23: GAMBLING:

- A. Playing: No person shall deal, play or engage in any device or game of chance or hazard, either as banker, dealer, player or otherwise, nor bet on any game others may be playing for the purpose of gaming.
- B. Possession of Gaming Device: No person shall bring into the Village or have in his possession in the Village, for the purpose of gaming, any table, thing or device of any kind or nature whereon or with which money or any other thing of value may be played for.
- C. Lottery: No person shall keep, maintain, direct or manage, or aid in the keeping, maintaining, directing or managing of, any lottery or thing for the drawing or disposing of money or any other property.

D. Seizing Gaming Devices: It is the duty of every member of the police force to seize any table, instrument, device or thing used for the purpose of gaming; and all such tables, instruments, devices or things shall be destroyed. No person shall obstruct or restrict any member of the police force in the performance of any act authorized by this Section.

E. Delivering Wagers: No person shall engage in the business of delivering wagers or bets.

F. Gambling Houses:

1. Maintaining Or Patronizing: It shall be unlawful to maintain or patronize any establishment maintained for a gambling house or resort anywhere in the Village.

2. Advertising: It shall be unlawful to advertise any gambling house or resort in any street, alley or other public place within the Village.

G. Pursuant to Section 27 of the Video Gaming Act, 230 ILCS 40/27, video gaming of all kinds is prohibited within the corporate limits of the Village.

H. The aforesaid subsections A through G shall not apply in the following circumstances:

1. Agreements to compensate for loss caused by the happening of chance, including without limitation contracts of indemnity or guaranty and life or health or accident insurance;

2. Offers of prizes, award or compensation to the actual contestants in any bona fide contest for the determination of skill, speed, strength or endurance or to the owners of animals or vehicles entered in such contest;

3. Pari-mutuel betting as authorized by the law of Illinois;

4. Manufacture of gambling devices, including the acquisition of essential parts therefor, and the assembly thereof, for transportation in interstate or foreign commerce to any place outside this State when such transportation is not prohibited by any applicable Federal law; or the manufacture, distribution, or possession of video gaming terminals, as defined in the Video Gaming Act, by manufacturers, distributors, and terminal operators licensed to do so under the Video Gaming Act, 230 ILCS 40/1 *et seq.*;

5. Lotteries when conducted by the State of Illinois in accordance with the Illinois Lottery Law, 20 ILCS 1605/1 *et seq.*;

6. Possession of an antique slot machine that is neither used nor intended to be used in the operation or promotion of any unlawful gambling activity or enterprise. An antique slot machine is one manufactured twenty five years ago or earlier;

7. Raffles when conducted in accordance with the Raffles Act, 230 ILCS 15/0.01 *et seq.*;

8. Charitable games when conducted in accordance with the Charitable Games Act, 230 ILCS 30/1 *et seq.*;
9. Pull tabs and jar games when conducted under the Illinois Pull Tabs and Jar Games Act, 230 ILCS 20/1 *et seq.*;
10. Games of skill or chance where money or other things of value can be won but no payment or purchase is required to participate.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ___ day of August 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Corey Williamsen **DATE:** September 11, 2012

DESCRIPTION: Resolution Re-Appointing Michael Cassady and Robert Ridder to the Bensenville Police Pension Board

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Due to timing and the ministerial nature of the action this matter was not presented to the Public Safety Committee for review and recommendation.

DATE: N/A

BACKGROUND:

The Village President is responsible for the appointment of two members of the Police Pension Board to serve as representatives for the Village of Bensenville. On December 8, 2009, President Soto appointed Mr. Michael Cassady and Mr. Robert Ridder to serve on the Bensenville Police Pension Board on behalf of the Village of Bensenville. At the time of the appointments, there was no expiration date given for their appointments.

KEY ISSUES:

Officer Chris Oliva is currently conducting a Police Pension Audit and noted the Village President is required to appoint two members to the Bensenville Police Pension on behalf of the Village. Their terms are for two years. Mr. Cassady and Mr. Ridder's appointments have now expired and are required to be re-appointed. According to the Police Pension Attorney, they Village of Bensenville are required to appoint members to a two year term, alternating years of expiration. It is Officer Oliva's suggestion and the Police Pension attorney agreed with him, to appoint Mr. Cassady to the Police Pension Board with a term to expire on April 30, 2013 and to appoint Mr. Ridder to the Board with a term to expire on April 30, 2014. This way everything is in compliance for the state.

ALTERNATIVES:

- Approve the Resolution
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution appointing Michael Cassady and Robert Ridder to serve as members of the Bensenville Police Pension.

BUDGET IMPACT:

No impacts in that current officers/staff are being recommended for designation.

ACTION REQUIRED:

Board action on the Resolution.

RESOLUTION NO. _____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENT’S APPOINTMENT OF MICHAEL CASSADY
AND ROBERT RIDDER TO THE POLICE PENSION BOARD**

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

WHEREAS, Michael Cassady and Robert Ridder were previously appointed as members of the Police Pension Board; and

WHEREAS, Michael Cassady and Robert Ridder’s terms has now expired; and

WHEREAS, the President and the Village Board find that Michael Cassady and Robert Ridder are qualified to continue to hold the position on the Police Pension Board; and

WHEREAS, the President has recommended the appointment of Michael Cassady to be reappointed to an unexpired one year term beginning on September 11, 2012 and expire on April 30, 2013; and

WHEREAS, the President has recommended the appointment of Robert Ridder to be reappointed to full two year term beginning on September 11, 2012 and expire on April 30, 2014

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE,
DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. The Village Board gives its advice and consent to the Village President’s appointments and Michael Cassady is hereby reappointed as a member of the Police Pension Board to fill an unexpired term beginning on September 11, 2012 through April 30, 2013 and Robert Ridder is hereby reappointed to a member of the Police Pension Board to fill a full two year term beginning on September 11, 2012 through April 30, 2014.

SECTION 3. The Village Clerk shall update the list of Police Pension Members to accommodate the addition of the above-referenced appointed Members and maintain said list in the Office of the Clerk.

SECTION 4. The Resolution shall be in effect immediately upon its passage and approval, as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 11th day of September, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Proclamation

SUBMITTED BY: Mary Rivera

DATE: 09/11/12

DESCRIPTION: The Illinois Municipal League has requested all Illinois Municipalities to issue a proclamation against texting while driving.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: None

DATE: 09/11/12

BACKGROUND:

In recent years, there has been a spike in the number of car crash- related injuries and fatalities specifically caused by texting while driving. It has become an emerging public safety issue. A partnership between the Illinois Municipal League and AT&T has been designed to raise awareness and ensure that everyone arrives to their destinations safely.

KEY ISSUES:

According to one study, wireless users who text while driving were 23 times more likely to become involved in a car crash that could have been preventable. AT&T's campaign "It Can Wait" provides a clear message about the dangers of texting while driving.

Gov. Quinn is supporting the effort by urging drivers to take this pledge by proclaiming September as "Texting and Driving Awareness Month" in Illinois. Specifically, he is proclaiming September 19, 2012 as "No Text on Board - Pledge Day" in our state and urges all Illinois Municipalities to issue their own proclamation.

ALTERNATIVES:

None.

RECOMMENDATION:

The Village of Bensenville is committed to raise awareness of the dangers and potential deadly consequences of texting while driving. We know that education is the key, because no text message is worth dying for. The Village pledges to proclaim September 19, 2012 as "No Text on Board – Pledge Day."

BUDGET IMPACT:

None.

ACTION REQUIRED:

Proclaim September 19, 2012 as "No Text on Board – Pledge Day" in the Village of Bensenville.

PROCLAMATION

“NO TEXT ON BOARD – PLEDGE DAY”

Whereas, The Village of Bensenville holds the health and safety of its young adults as a chief concern; and

Whereas, Text messaging is the main mode of communication for most American teenagers with half of all teens sending between 21 and 70 texts a day; and

Whereas, 90% of American teenagers expect a reply to a text message within five minutes; and

Whereas, Texting takes one’s eyes off the road for an average of five seconds; and

Whereas, In an AT&T survey, 43% of American teenage drivers admitted to texting while driving even though 97% know it is dangerous; and

Whereas, A recent study showed those who send text messages while driving are 23 times more likely to crash; and

Whereas, A driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians, and other drivers.

NOW, THEREFORE, BE IT PROCLAIMED, that the Village of Bensenville proclaim September 19, 2012 as “No Text on Board – Pledge Day” and encourages all drivers to take the pledge to never text and drive again.

IN WITNESS WHEREOF, Dated this 11th Day of September, 2012

Susan V. Janowiak
Village Clerk

Frank Soto
Village President

TYPE: Informational **SUBMITTED BY:** Joe Caracci **DATE:** 9/5/12

DESCRIPTION: Introduction of new Utility Supervisor, Rick Radde, to Village Board and Community

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: NONE

DATE:

We are pleased to announce the hiring of our new Utilities Supervisor Rick Radde. Rick comes to us from the Village of LaGrange Park where he served as Water Operator since 1998. Rick earned a Bachelor's Degree in Arts with study in Management from Benedictine University in Lisle, IL. In addition, he completed a 3 year certificate program from the Illinois Public Service Institute in effective management/leadership skills. Rick was known in LaGrange Park for his creative ideas that saved the Village significant money. Rick also serves as a part time firefighter in the Oakbrook Terrace Fire Protection District.

Rick is aware of Bensenville's priority to reduce water loss in town. He is energized to minimize our loss rate and has hit the ground running to solve the problem. Please join me in welcoming Rick Radde to the Village of Bensenville staff.