



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, January 26, 2010

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
- VI. WARRANT – January 26, 2010 #10-18 \$1,182,554.22

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

1. *Resolution Approving an Agreement with AT&T for Wireless Communication Services and Products for the Village of Bensenville*
2. *Ordinance Granting Approval of a Sign Variance for Property Commonly Identified as 140-142 Thorndale Avenue*
3. *Ordinance Approving a Amendment to an Existing Conditional Use Permit to Allow Installation of Additional Microwaves to an Existing Tower at 1260 N. Ellis Street, Bensenville, Illinois (Clearwire)*
4. *Ordinance Approving a Conditional Use Permit for a “Smoke Shop” at 1139 South York Road, Bensenville, Illinois (Brentwood Commons)*
5. *Resolution Authorizing the Execution of a Purchase Order and Contract for Engineering Services from Christopher B. Burke Engineering, Ltd for the Green Street and Church Road Stormwater Improvements*
6. *Resolution Authorizing the Execution of a Purchase Order to Cargill Incorporated Salt Division For Road Salt*

VIII. REPORTS OF STANDING COMMITTEES

- A. Economic and Community Development Committee

1. *Ordinance Granting Approval of a Sign Variance for Property Commonly Identified as 800 West Irving Park Road (Cascade Banquets)*

- B. Infrastructure and Environment Committee- No Report
- C. Administration, Finance and Legislation Committee- No Report
- D. Public Safety Committee- No Report

IX. INFORMATION ITEMS

- A. PRESIDENT'S REMARKS
- B. VILLAGE MANAGER'S REPORT
- C. CORRESPONDENCES AND ANNOUNCEMENTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

Village of Bensenville

12 South Center Street ♦ Bensenville, IL 60106
Phone: 630-766-8200 ♦ Fax: 630-594-1105
www.bensenville.il.us



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

DRAFT

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

January 12, 2009

CALL TO ORDER: 1. President Soto called the meeting to order at 6:35 p.m.

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

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

ABSENT: None

A quorum was present.

With no objections from the Village Board, President Soto moved the presidential report to the beginning of the agenda.

**PRESIDENT'S
REPORT:**

Patty Reyes – President of School District #2 presented a video that shows the progress of the school district over the past years.

President Soto recognized the passing of Crag Weldon and again recognized all of his contributions to our Village.

**PUBLIC
COMMENT:**

Roy Tyson – 255 Judson

Mr. Tyson would like to see the portion of the money received from the City of Chicago be used to help the seniors of Bensenville with their utility bills. Mr. Tyson also complimented the Village on the removal of snow during the last snow storm.

APPROVAL OF

MINUTES:

4. The December 1, 2009 and December 8, 2009 Village Board Meeting minutes were presented.

Motion:

Trustee Peconio made a motion to approve the minutes as presented. Johnson seconded the motion.

All were in favor.

Motion carried.

WARRANT NO.

10/17:

5. President Soto presented Warrant No. 10/17 in the amount of \$1,997,703.66

Motion:

Trustee Johnson made a motion to approve the warrant as presented. Trustee Wesseler seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

Ordinance No.

1-2010:

4. Village President, Frank Soto, gave the summarization of the action contemplated in Ordinance No. 1-2010 entitled **An Ordinance Amending Title 3, Chapter 3, of the Bensenville Village Code to Provide for Issuance of a Class A Liquor License to the Village of Bensenville for the Redmond Recreational Center.**

Motion:

Trustee Adamowski made a motion to adopt the ordinance as presented. Trustee Johnson seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

Resolution No.

R-1-2010:

9. Village President, Frank Soto, gave the summarization of the action contemplated in **Resolution No. R-1-2010** entitled **A Resolution Appointing Freedom of Information Act Officers in Accordance with Public Act 96-542.**

Motion:

Trustee Johnson made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor.

Motion carried.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, was seeking a motion from the Village Board to discontinue home inspection prior to FAA Soundproofing Inspections. This will allow home owners to receive soundproofing without being required to get a home inspection first.

Motion:

Trustee Peconio made a motion to discontinue home inspections prior to FAA Soundproofing Inspections. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Adamowski, Bartlett, O'Connell, Peconio, Wesseler

NAYS: Johnson

All were in favor.

Motion carried.

ADJOURNMENT: Trustee Johnson made a motion to adjourn the meeting. Trustee Bartlett seconded the motion.

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:30 p.m.

JoEllen Ridder
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, January, 2010

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Denise Pieroni **DATE:** January 20, 2010

DESCRIPTION: Resolution Approving an Agreement with AT&T for Wireless Communication Services and Products for the Village.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: The Administration, Finance & Legislation

Committee unanimously recommended approval of resolution authorizing Village Manager to negotiate terms and execute an agreement with AT&T for cell service.

DATE: 1/19/10

BACKGROUND: As you will recall, last fall the Village Board approved an agreement with Sprint to provide cellular service to the Village. Transition to the new system occurred in November with a 60 day free period to ensure adequate cellular reception and service. Since this transition, we have identified significant issues relating to both the consistency of service coverage and hardware. Effective communications is critical to our operations. As such additional research on other options was initiated. Based on this research and the varying communication needs within the organization, we are recommending that we transition from Sprint to AT&T for a majority of Village users. Given that some of the features of the other phones offered through Sprint such as "Push-To-Talk" have worked well for certain operating departments such as Public Works, this units will be retained through Sprint. This will also allow us to realize the credits that were provided for under the original agreement with Sprint. Total monthly cost under this proposal will result in a monthly cost increase of approximately \$520. This cost will be offset by the improvements in service and communications.

ALTERNATIVES:

1. Authorize the Village Manager to execute a service agreement with AT&T.
2. Discretion of the Committee.

RECOMMENDATION: Following discussion on the Staff's recommendation, the Committee unanimously recommended to the Village Board approve of a resolution authorizing Village Manager to negotiate terms and execute an agreement with AT&T for cell service.

BUDGET IMPACT: This change is proposed to address identified communications issues. The outlined solution will result in an annual increase in the total cost for cell service (over the original Sprint only solution) of \$6,240. The annualized cost for this solution is, however, within the amount included in the original FY 2010 budget.

ACTION REQUIRED: Board approval of the resolution.

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH AT&T FOR WIRELESS
COMMUNICATION SERVICES AND PRODUCTS FOR THE VILLAGE OF
BENSENVILLE**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "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 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 and products required by the VILLAGE; and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to utilize wireless communication services and products so as to facilitate the efficient communication and coordination between VILLAGE officials, employees and departments; and

WHEREAS, the VILLAGE will benefit from the procurement of wireless communication services and products; and

WHEREAS, the VILLAGE has determined that the annualized cost of the procurement of wireless communication services and products is within the VILLAGE'S Fiscal Year 2010 Budget; and

WHEREAS, the VILLAGE'S current wireless service and product provider is Sprint Solutions Inc. memorialized through a service agreement; and

WHEREAS, the VILLAGE'S service agreement with Sprint Solutions Inc. provides for a 60 day free period to ensure adequate cellular reception and service which has not expired; and

WHEREAS, the VILLAGE has determined that it is not satisfied with certain services and products provided by Sprint Solutions Inc. and therefore desires to discontinue said services

and products for a majority of VILLAGE users within the 60 day free period and transition said services and products to AT&T; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to negotiate terms for and enter into a Service Agreement (hereinafter the "Agreement") with AT&T to provide the VILLAGE with said wireless communication services and products.

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.

SECTION TWO: The Village Manager is hereby authorized and directed to negotiate terms for and execute on behalf of the Village of Bensenville, a Service Agreement with AT&T for wireless communication services and products not to exceed a monthly service charge of \$2,500.00 and a not to exceed an initial equipment purchase cost of \$4,500.00.

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 26th day of January, 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 01.26.10

DESCRIPTION:

Ordinance approving the granting of a variance to allow a wall sign at a height higher than the maximum allowable at 140 – 142 Thorndale Avenue for the new Peterbilt facility.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: ECDC

DATE: 01.19.10

BACKGROUND

Recently Peterbilt – Illinois Chicago leased the building formerly occupied by JC restorations. Permits were issued for interior remodeling and a Conditional Use Permit was granted to allow the repair and outdoor storage of vehicles. The building has brick on the lower level of the front façade with siding above. The corporate sign for Peterbilt if mounted at the maximum prescribed 20' would then straddle the two wall materials. If the sign were placed lower on only the brick, the sign would have limited visibility from the highly traveled arterial and would not be aesthetically pleasing.

KEY ISSUES:

Staff believes the key issues on this request are the aesthetics of the property with the new signage and the benefits of bringing the new business into our community that will further enhance Bensenville as a desirable location for business.

ALTERNATIVES:

Approve the Ordinance.

Deny the Ordinance.

Remand the request to the CDC for further deliberation.

RECOMMENDATION:

The staff respectfully requests that the Committee approve the variance. At their December 14, 2009 Public Hearing the CDC voted unanimously (7 – 0) to recommend approval of the variance to the President and Board of Trustees. At their January 19, 2010 meeting the Economic & Community Development Committee voted unanimously to approve the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance.

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A SIGN VARIANCE
FOR PROPERTY COMMONLY IDENTIFIED AS 140-142 THORNDALE AVENUE**

WHEREAS, J.C. Restoration, Inc. ("Owner") and Peterbuilt Illinois-Chicago, Inc. ("Applicant"), filed an application for approval of a sign variance to allow a wall sign to be mounted at a height greater than 20 feet for the property located at 140-142 Thorndale Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Notice of Public Hearing with respect to the requested sign variance was published on November 27, 2009, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on December 14, 2009, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission voted to approve the request for sign variance, with a condition that the sign must be placed in conformance with the plan submitted by Pearsona Sign Makers/Builders and dated November 6, 2009, and forwarded its recommendations, including Staff Report and findings relative to sign criteria to the Village Board's Economic and Community Development Committee on January 19, 2010, which concurred in the recommendation made therein, as are attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to allow a wall sign to be mounted at a height greater than 20 feet for the Subject Property is consistent with the *Bensenville Village Code*.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I-2 Industrial District, which zoning classification shall remain in effect subject to the sign variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the sign variance sought to allow a wall mounted sign at a height of 26 feet, rather than at 20 feet as allowed by the *Bensenville Zoning Ordinance* as sought in this application is attached to the recommendations of the Community Development Commission in Exhibit "C" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Owner and Applicant to vary the sign requirements to allow placement of its wall mounted sign at 26 feet is hereby granted, subject to placement of the sign in conformance with the depiction as referenced herein.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as varied by the variance granted herein.

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant to run with the Subject Property and be binding upon any and all successors in interest to the Applicant.

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

SECTION EIGHT: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of January 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**140 – 142 Thorndale Avenue
Legal Description**

PARCEL 1:

THAT PART OF LOT 3 IN THE FIRST ADDITION TO KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK (A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 26, 1977, AS DOCUMENT R77-97746) DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING THENCE SOUTHERLY ON THE WEST LINE SOUTHEASTERLY FROM THE PLACE OF BEGINNING; THENCE NORTHWESTERLY ON SAID NORTHEASTERLY LINE, 198.18 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 3 IN THE FIRST ADDITION TO KLEFSTAD'S BENSENVILLE INDUSTRIAL PARK (A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED OCTOBER 26, 1977, AS DOCUMENT R77-97746) DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING THENCE SOUTHERLY ON THE WEST LINE OF SAID LOT 200.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON SAID WEST LINE, 292.84 FEET; THENCE EASTERLY AT RIGHT ANGLES TO SAID WEST LINE, 170.0 FEET; THENCE NORtherly PARALLEL WITH SAID WEST LINE, 292.84 FEET; THENCE NORTHEASTERLY 83.52 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 3 WHICH IS 248.85 FEET SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHWESTERLY ON SAID NORTHEASTERLY LINE, 50.67 FEET TO A POINT WHICH IS 198.18 FEET SOUTHEASTERLY FROM SAID NORTHWEST CORNER; THENCE SOUTHWESTERLY 102.19 FEET TO A POINT WHICH 140.0 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR APPROVAL OF CONDITIONAL USE,
REZONING OR VARIANCE

Village of Bensenville Acct. # _____

Development Name: Pedebill Illinois Chicago Date of Submission: 11-13-09

A. OWNER:

J.C. Restoration, Inc.

Name

Corporation (if applicable)

3200 Squibb Ave.

Street

Rolling Meadows

City

IL

State

60008

Zip Code

Jose Cruz

Contact Person

800-956-8844

Telephone Number

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust.

B. APPLICANT:

Pedebill Illinois Chicago, Inc.

Name

Corporation (if applicable)

2835 Grandview Blvd. Suite 500

Street

Kenosha

City

WI

State

53072

Zip Code

Kurt Jorgensen

Contact Person

847-395-7222

Telephone Number

Leasee/Tenant

Relationship of Applicant to subject property

C. ACTION REQUESTED (Check applicable):

Rezoning from _____ to _____

Conditional Use for _____

Variance for wall sign
from 20' to approximately 26'

Any additional requests which are being processed with the rezoning, special use or variance (if requesting a preliminary/final planned unit development or subdivision plat use other form):

Is this development within the Village limits?

Yes No, requesting annexation

Under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

D. DEVELOPER'S STAFF:

N/A

Attorney: _____ Telephone Number: _____

Builder: _____ Telephone Number: _____

Developer: _____ Telephone Number: _____

Engineer: _____ Telephone Number: _____

E. PROJECT DATA:

1. Location: 140-142 Thorndale Ave.
2. Property Index Number(s) (PIN): Parcel # 03-11-202-046
3. General description of the site: 13,128 Sq. ft. building on 1.77 acres of land (ie 77,100 SF)
4. Existing zoning and land use of the site: Industrial Zoning I-2
property was used for a fire & water damage restoration business
5. Acreage of the site: 1.77 acres
6. Character of surrounding area:

	Zoning	Existing Land Use	Jurisdiction
North:	C-4	Industrial	Bensenville
East:	C-4	Vacant (IDOT)	Bensenville
South:	C-4	Warehouse	Bensenville
West:	I-2	Warehouse & Office	Bensenville

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): None Conditional Use Permit

8. Response Letter. On a separate sheet of paper state why your request should be approved based on the applicable "Approval Criteria" as set forth in the attached Section 10.3-5 (Approval Criteria for zoning Map Amendment), Section 10.3-3-B (Approval Criteria for Variances) or Section 10.3-4-C (Approval Criteria for Conditional Uses).



November 13, 2009

Village of Bensenville

12 South Center

Bensenville, IL 60106

RE: 10-3-3.B Approval Criteria for Variance for 140-142 Thorndale Ave.

To Whom It May Concern:

Peterbilt Illinois – Chicago, Inc. is requesting approval for a Variance for a wall sign from 20' to approximately 26' due to the following reasons:

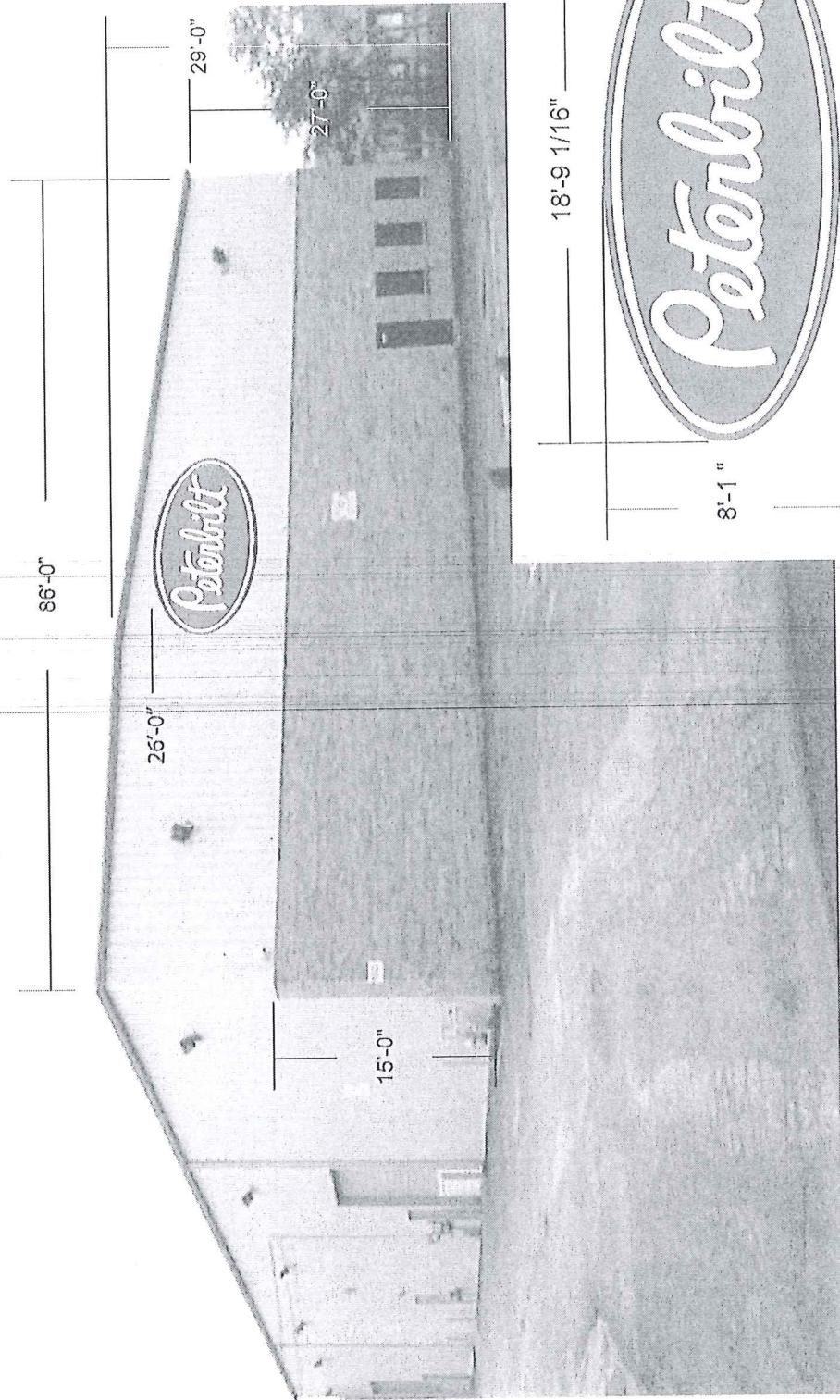
- This request would improve our visibility for customers traveling down Thorndale Avenue & York Road therefore generating more tax revenue.
- Due to building construction, the height would improve the ability of the sign installation. The 20' height would cause potential concerns because the sign would be mounted over two different building materials (metal & brick) which would make for a more difficult, potentially more expensive install.
- The increased height would also allow for an easier electrical installation since there is a current electrical source closer to the 26' height.
- The sign would be more visually appealing at this increased height.

In closing, even though these are difficult economic times, JX Enterprises is currently in a growth mode and is looking forward to bringing that growth to the Village of Bensenville. We feel that the long term success of our operation in Bensenville will be accelerated by your acceptance of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kurt A. Jorgensen'.

Kurt A. Jorgensen
Director of Development - Chicago



Customer:	PETERBILT	Date:	11-5-09	Prepared By:	R&J/AMR	Note: Color photos may not be exact when viewing on printing this drawing. All colors used on this drawing are exact. If these colors are incorrect, please provide the correct colors and a resubmit this drawing will be made.	
Location:	BENSENVILLE, IL	File Name:	68086 - R3 - 8X18 SINGLE FACE		ENG:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
						SignMakers / Image Builders	Ph: 1-800-843-9886



DISTRIBUTED BY SIGN UP COMPANY
700 21st STREET, SOUTHWEST
PO BOX 210
WATERCHIN, SD 57201-0210

SignMakers / Image Builders
Ph: 1-800-843-9886

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

December 14, 2009

CALL TO ORDER: The meeting was called to order at 7:30 PM

ROLL CALL : Upon roll call, the following Commissioners were present:
Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon
Absent: None
A quorum was present.

Public Hearing: CDC Case Number 121409-5
Petitioner: Peterbilt Illinois-Chicago, Inc.
Location: 140-142 Thorndale Ave.
Request: Sign Variance, Wall Sign Height

Kurt Jorgensen of Peterbilt was present and sworn in by Chairman Markowkski. Peterbilt is requesting an allowance of an additional six-feet in height for a wall sign. The sign will be mounted above the brick of the building. The property is currently being leased. Peterbilt plans on being at this location for a long time. Staff recommends approval.

Chairman Markowski asked if there were any members of the audience that would like to give testimony. There were none.

Motion: Commissioner Weldon made a motion to approve a sign variance, wall sign height. Commissioner Moruzzi seconded the motion.

Roll Call: Ayes: Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon

Nays: None

Motion carried.

Motion: Commissioner Ramirez made a motion to approve the Community Development Commissioners meeting schedule for 2010. Commissioner Weldon seconded the motion.

All were in favor.
Motion carried.

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 01.26.10

DESCRIPTION:

Ordinance approving a Conditional Use Permit to allow additional antennae to be mounted above 35' on an existing cellular tower at 1260 N. Ellis Street.

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 type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Economic & Community Development DATE: 01.19.10

BACKGROUND The request is to grant a Conditional Use Permit (CUP) to allow installation of three additional antennae for wireless communication and internet services. The Zoning Ordinance mandates the CUP for antennae at a height above 35', the requested antennae are mounted at approximately 112'.

KEY ISSUES:

That the Zoning Ordinance's "approval criteria" enumerated both in the staff report and application are met. That the proposed use is in the best interest of the Village.

ALTERNATIVES:

1. Approve the Ordinance.
2. Deny the Ordinance.
3. Remand the request back to the Community Development Commission (CDC) for additional review.

RECOMMENDATION:

The CDC unanimously recommended approval at their December 14, 2009 Public Hearing, as did the municipal staff. At their January 19, 2010 the ECDC voted unanimously to approve the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A AMENDMENT TO AN EXISTING
CONDITIONAL USE PERMIT TO ALLOW INSTALLATION OF
ADDITIONAL MICROWAVES TO AN EXISTING TOWER
AT 1260 N. ELLIS STREET, BENSENVILLE, ILLINOIS**

WHEREAS, on or about July 31, 2009, Clearwire LLC, lessee-applicant ("Applicant"), filed an application seeking an amendment to an existing conditional use permit to allow the installation of three microwaves to an existing cell tower at the property located at 1260 N. Ellis Street, pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance"), such property being legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit was published on November 27, 2009, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on December 14, 2009, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission considered this matter and a vote of its members resulted in recommendation to approve the application, and forwarded its recommendations, including its findings of fact, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, to the Economic and Community Development Committee of the Village Board on January 19, 2010; and,

WHEREAS, the Economic and Community Development Committee did meet and consider the application and findings of fact as made by the Community Development Commission and determined that it did concur with the Commission on its findings, and has forwarded its recommendation to approve said application to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and based on the recommendation of the Community Development Commission and the Economic and Development Committee have determined that the granting of the relief requested

is consistent with the Zoning Ordinance and the orderly and harmonious development 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, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I – 2 Light Industrial District.

SECTION THREE: That the Staff Report and Recommendation to recommend the amendment to an existing Conditional Use Permit sought in this application is attached to the recommendations of the Community Development Commission in Exhibit "C" and was adopted by the Community Development Commission as its finding of facts.

SECTION FOUR: That, the conditional use permit sought by the Applicant pursuant to Section 10-9B-3 of the Zoning Code is hereby granted for use of the property for installation three microwaves to the existing cell tower, said microwaves to be installed at a height of 112 feet, upon the condition that the installation shall be in substantial compliance with the plans submitted in support of the application.

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

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of January, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**EXHIBIT A
LEGAL DESCRIPTION
1260 N. Ellis**

THE SOUTH 213 FEET OF THE NORTH 427.3 FEET OF THE SOUTH 854.7 FEET OF LOT 1 IN DEVON FIVE ACRE FARMS, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER AND PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1947, AS DOCUMENT NO. 522698 AND CERTIFICATE OF CORRECTION FILED AUGUST 13, 1947 AS DOCUMENT NO. 526985, INDUPAGE COUNTY, ILLINOIS.

1260 N. Ellis, Bensenville, Illinois 60106

PIN # 03-02-102-039

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR APPROVAL OF CONDITIONAL USE,
REZONING OR VARIANCE

Village of Bensenville Acct. # _____

Development Name: IL-CHI 5052 Date of Submission: 7-31-09

A. OWNER:

AT&T Mobility

Name

Corporation (if applicable)

930 NATIONAL PARKWAY

Street

IL

60173

Schaumburg

State

Zip Code

City

Brian Robinson

Telephone Number

Contact Person

847-762-2197

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust.

B. APPLICANT:

TONY KAO 90 BLACK & VEATCH AGENT FOR CLEARWIRE, LLC

Name

Corporation (if applicable)

7600 South County Line Rd.

Street

IL

60527

Burr Ridge

State

Zip Code

City

Email

tkaoe@insite-inc.com

TONY KAO

773-818-5385

Contact Person

Telephone Number

LESSEE

Relationship of Applicant to subject property

C. ACTION REQUESTED (Check applicable):

Rezoning from _____ to _____

Conditional Use for Add Additional Antennas on Existing Tower, and locate ground Equipment inside the existing Sprint Shelter.

Variance for _____
from _____ to _____

Any additional requests which are being processed with the rezoning, special use or variance (if requesting a preliminary/final planned unit development or subdivision plat use other form):

Is this development within the Village limits?

Yes _____ No, requesting annexation

Under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

D. DEVELOPER'S STAFF:

Attorney: _____ Telephone Number: _____

Builder: _____ Telephone Number: _____

Developer: _____ Telephone Number: _____

Engineer: Fullerton Engineering Telephone Number: 847-318-3000

E. PROJECT DATA:

1. Location: 1250 North Ellis Street, Bensenville, IL 60106
2. Property Index Number(s) (PIN): 03-02-102-036
3. General description of the site: An Existing telecommunication facility.
And we proposed to add additional antennas & ground equipment
4. Existing zoning and land use of the site: I-4 - telecommunication facility.
5. Acreage of the site: _____
6. Character of surrounding area: _____

	Zoning	Existing Land Use	Jurisdiction
North:	I-4	General industrial	Bensenville
East:	I-4	General industrial	Bensenville
South:	I-4	General industrial	Bensenville
West:	I-4	General industrial	Bensenville

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): _____
8. Response Letter. On a separate sheet of paper state why your request should be approved based on the applicable "Approval Criteria" as set forth in the attached Section 10-3-5 (Approval Criteria for zoning Map Amendment), Section 10-3-3-B (Approval Criteria for Variances) or Section 10-3-4-C (Approval Criteria for Conditional Uses).

**CITY OF BENSENVILLE
STANDARDS FOR SPECIAL USE**

1. Any adverse impact of types or volumes of traffic flow not otherwise typical of Allowed Uses in the zoning district has been minimized.

A wireless broadband facility is unstaffed, and accordingly, there will be no impact to the existing traffic patterns. The facility will not generate any traffic hazards or nuisances. This site will be visited on the average of once a month by maintenance personnel, and thus, the safety and efficiency of public streets will be maintained. Access will be provided via the existing building entrance. Existing parking at the subject property is more than adequate for the expected infrequent maintenance visits to this site.

2. Any effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type or degree not characteristic of Allowed Users in the district, have been minimized.

The proposed facility is entirely self-monitored by sophisticated computers which connect directly to a central office and which alert personnel to equipment malfunction or breach or security. Moreover, no material noise, glare, smoke, debris, traffic flow or any other nuisance will be generated by the proposed facility.

The proposed facility will not injure the public health, safety, morals or general welfare. Wireless broadband technology does not interfere with any other form of communication whether public or private.

Due to the placement of this facility and the surrounding uses, there will be no adverse effect on the public health, safety, morals or general welfare. Wireless broadband technology provides vital communications in emergency situations and will commonly be used by local residents and emergency personnel to protect the general public's health, safety and welfare. There will be little impact in the character of the locality, with no adverse effect on future development in the area. To the contrary, enhanced wireless communications will have a positive influence on the development of this area. Therefore, the special use will be in harmony with the goals and objectives of the Comprehensive Plan of the Village of Glendale Heights.

3. The proposed use will fit harmoniously with the existing character of the existing Allowed Uses in its environs. Any adverse effects on the environmental quality, property values, or neighborhood character beyond those normally associated with Allowed Uses in the district have been minimized.

Due to the fact that Clearwire has been sensitive in selecting a site that will minimize the impact on the surrounding property, their facility will be compatible with the existing environment. Clearwire proposes to lease space inside the existing telecommunication facility, and install the necessary antennas and place the accompanying unstaffed electronic equipment. With such a small footprint, there will be little impact on the use and enjoyment of property in the immediate vicinity for the purposes already permitted, nor will there be an adverse effect on property values within the neighborhood. To the contrary, enhanced wireless broadband will have a positive influence on the development of this area. The proposed construction of the wireless broadband facility will be completed and maintained in a timely manner.

4. The proposed use will not require existing community facilities or services to a Degree disproportionate to the normally expected of Allowed Uses in the district. Nor generate disproportionate demand for new services or facilities, in such a way as to place undue burdens upon existing development in the area.

Due to the fact that a wireless broadband facility is unstaffed, the only utilities which will be required are telephone and electricity both of which will be provided by Clearwire. No drainage, sanitation, refuse removal, parks, library, or school services will be necessary for this facility. This site is entirely self-monitored and connects directly to a central office where sophisticated computers alert personnel to any equipment malfunction or breach of security. Existing police and fire protection are more than adequate to provide security for this facility.

5. The proposed use at the particular location requested is necessary to provide a service or facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

Clearwire proposes to construct a wireless broadband facility to provide high speed internet access to residential and small business customers. Clearwire will be leasing space inside the existing compound to place the necessary antennas and space to place the accompanying unstaffed wireless broadband equipment. The entire facility

will be wholly contained atop the existing structure. The ideal site is one which is located on an existing structure to avoid the aesthetic impact of a tower.

As part of its deployment in the State of Illinois, engineers at Clearwire have identified the need for a facility to serve the City of Glendale Heights. Based on a computerized engineering study considering local population density and topography, engineers at Clearwire have issued a "Search Ring" identifying the necessary location for a wireless broadband facility in this area. This Search Ring represents the area in which a facility must be located to allow it to function as an integral unit in the wireless system in the State of Illinois and the Bensenville area. Wireless broadband facilities are laid out in a grid pattern and the spacing, height and location of this component site are critical for the successful operation of the system. The property located at 1250 North Ellis Street meets the engineering criteria for the necessary site in this area.

6. The use is in harmony with any other elements of compatibility in the judgment of the Board to the Conditional Use in its proposed location.

As stated above, the proposed wireless broadband facility consists of antennas mounted to the existing monopole located inside the existing compound, along with the accompanying unstaffed electronic equipment. Due to the small footprint of this facility and the surrounding uses, there will be no adverse effect on the public health, safety, morals or general welfare. Wireless broadband technology provides vital communications in emergency situations and will commonly be used by local residents and emergency personnel to protect the general public's health, safety and welfare. There will be little impact in the character of the locality, with no adverse effect on future development in the area. To the contrary, enhanced wireless communications will have a positive influence on the development of this area. Therefore, the special use will be in harmony with the goals and objectives of the Comprehensive Plan of the Village of Bensenville facility will also support the policies, goals and objectives of the City of Bensenville comprehensive plan.

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

December 14, 2009

CALL TO ORDER: The meeting was called to order at 7:30 PM

ROLL CALL : Upon roll call, the following Commissioners were present:
Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon
Absent: None
A quorum was present.

JOURNAL OF PROCEEDINGS:

The minutes of the Community Development Commission of November 9, 2009 were presented.

Motion: Commissioner Ramirez made a motion to approve the minutes as presented. Commissioner Ventura seconded the motion.

All were in favor.
Motion carried.

Public Hearing: CDC Case Number 110909-2
Petitioner: Clearwire, LLC
Location: 1260 N. Ellis Street
Request: Amended Conditional Use Permit #35-2009

Jack Hickey of Black & Veatch , representing Clearwire, LLC was present and sworn in by Chairman Markowkski. Clearwire is seeking approval for the installation of three microwaves to the existing tower. No additional land is needed. The site will be visited once a month by a Clearwire employee for maintenance purposes. The overall height of the tower is 118 feet. The microwaves are being installed at 112 feet. The microwaves support the new 4g network. Staff recommends approval.

Chairman Markowski asked if there were any members of the audience that would like to give testimony. There were none.

Motion: Commissioner Ramirez made a motion to approve Amended Conditional Use Permit #35-2009. Commissioner Ventura seconded the motion.

Roll Call: Ayes: Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon

Nays: None

Motion carried.

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 01.26.10

DESCRIPTION:

Ordinance approving a Conditional Use Permit at the Brentwood Commons Shopping Center to allow a "Smoke Shop"

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Economic & Community Development DATE: 01.19.10

BACKGROUND

Smokers Best proposes to lease the 1,200 square foot 1139 S. York Road retail space along Grand Avenue in the Brentwood Commons Center. Under the Village's Zoning Ordinance a "Smoke Shop" requires a Conditional Use Permit in the C – 2 Highway Commercial District. At their December 14, 2009 Public Hearing the Community Development Commission (CDC) voted 6 - 1 to recommend approval of the request. In its report, the staff had previously recommended approval as well.

KEY ISSUES:

The Ordinance outlines specific approval criteria for Conditional Use Permits; traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity and so – called "other factors". Staff and the CDC believe that the request satisfies the approval criteria of the Ordinance.

In the joint effort of the landlord, Regency Centers and the Village this is one of two remaining vacancies in the Brentwood Commons Center.

ALTERNATIVES:

Approve the Ordinance as presented.

Deny the Ordinance.

Remand the request to the CDC for further deliberation.

RECOMMENDATION:

The staff respectfully requests that the Committee approve the Conditional Use Permit for Smokers Best. At their January 19, 2010 meeting the Economic & Community Development Committee voted unanimously to approve the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT
FOR A "SMOKE SHOP"
AT 1139 S. YORK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, on or about November 3, 2009, Regency Centers (FW, IL Brentwood Commons, LLC), Owner, and Northeast Wholesale Retail Group, applicant (hereinafter "Applicant"), filed an application seeking a conditional use permit to allow a smoke shop, pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for the property commonly known as 1139 S. York Road, Bensenville, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit was published on November 27, 2009, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on December 14, 2009, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission considered this matter and a vote of its members resulted in a determination to recommend approval of the application, and forwarded its recommendations, including its findings of fact, to the Economic and Community Development Committee of the Village Board, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference; and,

WHEREAS, the Economic and Community Development Committee did meet and consider the application and findings of fact as made by the Community Development Commission and determined that it concurred with the Commission on its findings, and has forwarded its recommendation to approve said application to the President and Board of Trustees on January 19, 2010; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and based on the recommendation of its Community Development Commission and the

Economic & Development Committee have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development 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, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2/Planned Unit Development Highway Commercial District.

SECTION THREE: That the Staff Report and Recommendation to approve a Conditional Use Permit sought in this application is attached to the recommendations of the Community Development Commission in Exhibit "C" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said conditional use permit is proper and necessary.

SECTION FOUR: That, the conditional use permit sought by the applicant pursuant to Section 10-3-4 and 10-7B-3 of the Zoning Code is hereby granted for use of the property for a smoke shop.

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

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of January, 2010.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES: _____

NAYES:

ABSENT: _____

Legal Description
Brentwood Commons Shopping Center
(1139 S. York Road)

THE PART OF LOT 271 IN BRETTWOOD TERRACE DESCRIBED AS FOLLOWS: COMMERCING AT THE SOUTHEAST CORNER OF SAID LOT 271, FOR A PLACE OF BEGINNING: THENCE NORHTERLY ALONG THE EAST LINE OF SAID LOT 271 A DISTANCE OF 740.0 FEET TO THE SOUTHEAST CONER OF CATRELL BROTHERS RESUBDIVISION IN THE NORTHWEST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN: THENCE WESTERLY ALONG THE MOST SOUTHERLY LINE OF SAID CANTRELL BROTHERS REBUDIVISION AND SAID SOUTHERLY LINE EXTENDED FOR A DISTANCE OF 579.8 FEET TO A POINT IN THE WEST LINE OF SAID LOT 271, SAID POINT BEING 620.0 FEET SOUTH OF THE NORWEST CORNER OF SAID LOT 271: THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 271 FOR DISTANCE OF 634.2 FEET: THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF GRAND AVENUE 150.00 FEET: THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EAST LINE OF YORK ROAD 150.0 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 271, A DISTANCE OF 484.0 FEET TO THE POINT OF BEGINNING IN BRETTWOOD TERRACE, BEING A SUBDIVISION OF PART OF THE SOUTH $\frac{1}{2}$ OF SECTION 24 AND THE NORHTWEST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED NOVEMBER 10, 1956, AS DOCUMENT 823155 AND CERITIFICATES OF CORRECTION FILED DECEMBER 14, 1956, AS DOCUMENT 826909 AND SEPTEMBER 12, 1957, AS DOCUMENT 856155, IN DUPAGE COUNTY, ILLINOIS

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR APPROVAL OF CONDITIONAL USE,
REZONING OR VARIANCE

RECEIVED

Village of Bensenville Acct. # _____

Development Name: Brentwood Commons Date of Submission: NOV - 3 2009

COMMUNITY DEVELOPMENT

A. OWNER:

Regency Centers (Entity: F.W. IL Brentwood Commons LLC)

Corporation (if applicable)

Name

1211 W. 22nd Street

Street

OAK BROOK

IL

60523

City

630-645-2807

State

Zip Code

Contact Person

MIKE STREIT

Telephone Number

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust.

B. APPLICANT:

Northeast Wholesale Retail Group

Corporation (if applicable)

Name

35 South Ave

Street

Salamanca

NY

14779

City

State

Zip Code

Brian Martin

(509) 640-9915

Contact Person

Telephone Number

Manager

Relationship of Applicant to subject property

C. ACTION REQUESTED (Check applicable):

Rezoning from _____ to _____

Conditional Use for "Smoke Shop"

Variance for _____

from _____ to _____

Any additional requests which are being processed with the rezoning, special use or variance (if requesting a preliminary/final planned unit development or subdivision plat use other form):

Is this development within the Village limits?

Yes No, requesting annexation
Under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

D. DEVELOPER'S STAFF:

Attorney: Stephanie Waidner Telephone Number: 954-598-7792
Builder: A. L. M. A. Telephone Number: (630) 645-2828
Developer: S. D. Telephone Number: _____
Engineer: A. G. A. Telephone Number: _____

E. PROJECT DATA:

1. Location: Brentwood Commons 1139 S. York

2. Property Index Number(s) (PIN): 03-25-100-023 03-25-100-24

3. General description of the site: Shopping Center with 125,000 SF.

4. Existing zoning and land use of the site: C-2 / PLID Highway Commercial
Retail Shopping Center

5. Acreage of the site: 10.086

6. Character of surrounding area:

Zoning	Existing Land Use	Jurisdiction
North: <u>White Hen Pantry C-2</u>		<u>Bensenville</u>
East: <u>Residential RM-3</u>		<u>Bensenville</u>
South: <u>Gas Station</u>		<u>Elmhurst</u>
West: <u>Gas Station C-2</u>		<u>Bensenville</u>

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): SITE PLAN, Leases, Master Sign Plan, Planned
Unit Development

8. Response Letter. On a separate sheet of paper state why your request should be approved based on the applicable "Approval Criteria" as set forth in the attached Section 10-3-5 (Approval Criteria for zoning Map Amendment), Section 10-3-3-B (Approval Criteria for Variances) or Section 10-3-4-C (Approval Criteria for Conditional Uses).

Mike
Should you use
this on me?
P.C.W.

Northeast Wholesale Retail Group, LLC.

DBA Smoker's Best

35 South Avenue

Salamanca, NY 14779

Village of Bensenville

Scott Viger, AICP

Director / Community Development

12 South Center Street

Bensenville, IL 60106

November 3, 2009

Mr. Viger, I believe this store should be granted a conditional use permit based upon the village's approval criteria:

Traffic- This is a 1200 sq. ft. retail store located in a 125,000 sq. ft. center. This store will not adversely impact the volume of traffic in any manner.

Environmental Nuisance- There is nothing in this 1200 sq. ft. retail space that could adversely effect the environment.

Neighborhood Character- This retail store fits harmoniously within the existing shopping center. This store will provide a quick and convenient outlet for shoppers coming to this center to purchase all of their cigar & tobacco needs. Bensenville does not currently have a full service cigar & tobacco store on the southeast side of town.

Use of Public Services and Facilities- This 1200 sq. ft. retail store will not draw upon public services in a manner which is disproportionate of its' size.

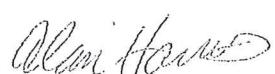
Public Necessity- This store will provide the residents of the southeast portion of Bensenville with a first class, full service cigar & tobacco store. The village does not currently have a full service store of this nature serving the residents in the immediate area.

Other Factors- This store is in harmony with any other elements of compatibility pertinent to granting this permit.

This retail store is a perfect fit for this shopping center and the residents in the community who shop there. The residents will no longer have to go to Elmhurst or other neighboring towns to shop at a full service cigar & tobacco store.

Please feel free to contact me with any questions.

Thank you for your time and consideration in this matter.



Alan Harris

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

December 14, 2009

CALL TO ORDER: The meeting was called to order at 7:30 PM

ROLL CALL : Upon roll call, the following Commissioners were present:
Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon
Absent: None
A quorum was present.

Public Hearing: CDC Case Number 121409-3
Petitioner: Northeast Wholesale Retail Group
Location: 1139 S. York Road
Request: Conditional Use Permit to allow a "Smoke Shop"

Brian Martin and Mike Streit were both present and sworn in by Chairman Markowski. Northeast Wholesale would like to open a fine cigar and tobacco shop. They currently have two stores. There will be no traffic issues. No environmental nuisance. The store would like to put signs up; all signs will meet the approved Master Sign Plan. The unit has a sprinkler system installed. Per Illinois Law, smoking is allowed in a building when 80% of sales are tobacco related, although they have no plans to create a smoking environment. Staff recommends approval.

Chairman Markowski asked if there were any members of the audience that would like to give testimony. There were none.

Motion: Commissioner Ramirez made a motion to a conditional use permit to allow a "smoke shop." Commissioner Ventura seconded the motion.

Roll Call: Ayes: Markowski, Janowiak, Ramirez, Moruzzi, Ventura, Weldon

Nays: Gibbs

Motion carried.

TYPE: Resolution

SUBMITTED BY: Paul Quinn DATE: January 5, 2010

DESCRIPTION: Resolution authorizing the Village Manager to enter into an Engineering Agreement with Christopher B. Burke Engineering Ltd. for design, construction observation and other associated duties for the construction of storm water improvements at Veterans Park and the Intersection of Green Street and Church Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village	<input checked="" type="checkbox"/>	Enrich the lives of Residents
<input checked="" 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: Approved 4-0 Vote

DATE: January 19, 2010

BACKGROUND: The Village hired Christopher B. Burke, Engineering LTD. to assess and recommend a mitigation plan for flooding events affecting properties in and around the intersection of Green Street and Church Road. A number of these properties experience floodwater inundation in not only their yards but inside of dwellings as well. The main culprit is the METRA rail that acts as a dike within the silver creek drainage basin. The Burke recommendation identified a number of improvements that include storm water storage to minimize floodwater impact, the addition of larger stormwater entry structures for efficient floodwater removal, and residential earthen mounding along low structure entry points.

KEY ISSUES:

The attached CBBEL proposal includes full engineering services from start to finish of the flood mitigation improvements for \$62,550. The key components of these services include

- Topographical Survey for the accurate measurement of elevations and all physical site features
- Hydrologic and Hydraulic Modeling updated based upon topographical survey data
- Geotechnical Borings
- Plans, Specifications, and project estimates
- Utility Coordination and Subsurface Utility Locate
- Bidding Assistance and Project Meetings
- Preparation of Easement Documents and Railroad Permit Submittal
- Construction Observation Services

ALTERNATIVES:

1. Authorize the Village Manager to execute an agreement
2. Discussion of the Committee

RECOMMENDATION: Staff recommends the Village Board approve the CBBEL proposal in order to prepare the project for construction in early 2010. Support for CBBEL is based on their familiarity of the project, their prior work on the flood mitigation study, and their role as our Stormwater Administrator.

BUDGET IMPACT: Engineering expense for the Green Street Church Road and Veterans Park Stormwater Improvements have been anticipated in the 2010 budget.

ACTION REQUIRED: Motion to approve a resolution authorizing the Village Manager to execute an agreement with Christopher B. Burke Engineering LTD.

Resolution No.

Authorizing the Execution of a Purchase Order and Contract for Engineering Services from Christopher B. Burke Engineering, Ltd. for the Green Street and Church Road Stormwater Improvements

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Christopher B. Burke Engineering, Ltd. of Rosemont, Illinois for engineering services for design and construction observation of the Green Street and Church Road Stormwater Improvements for an amount not to exceed \$62,550.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder, Village Clerk

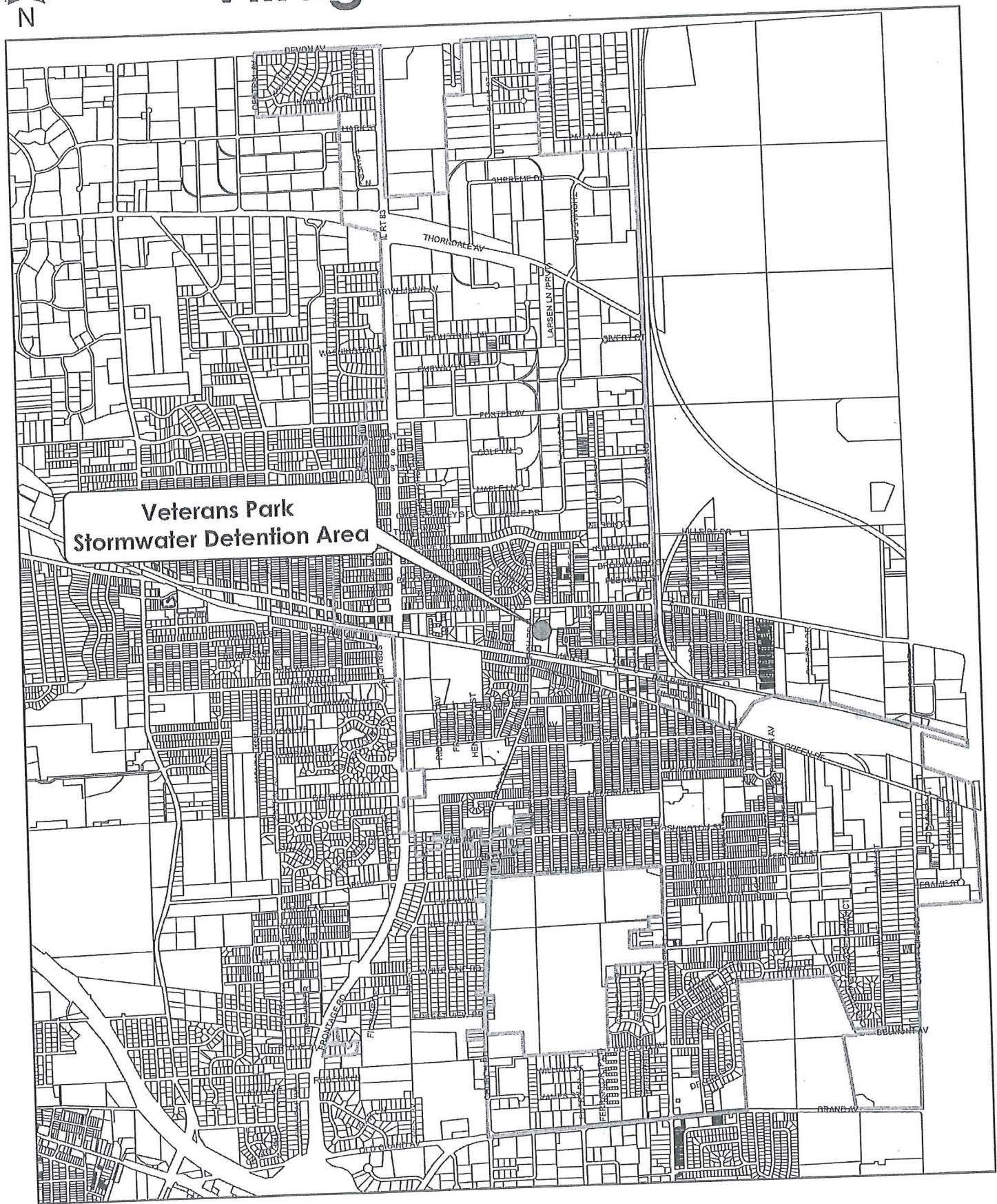
AYES: _____

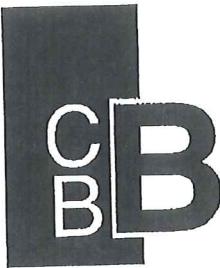
NAYS: _____

ABSENT: _____



Village of Bensenville





CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

December 29, 2009
Revised January 5, 2010

Village of Bensenville
Public Works Department
717 East Jefferson Street
Bensenville, IL 60106

Attention: Paul Quinn, Director of Public Works
Subject: Proposal for Professional Engineering Services
Church Road and Green Street Drainage Improvements

Dear Mr. Quinn:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) has prepared this proposal to provide professional engineering services for design and construction observation services for drainage improvements at the intersection of Church Road and Green Street within the Village of Bensenville.

Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that the residential structures at the intersection of Church Road and Green Street experienced significant flooding during the September 2008 storm event. CBBEL has recently completed a drainage investigation of the area and determined that the following drainage improvements (Alternative 5) will substantially reduce the flood elevations in the study area:

- A new storm sewer and Flared End Section (FES) from the east railroad ditch to the 54-inch trunk sewer under Church Road.
- A stormwater storage basin and control structure on the Park District property south of Silver Creek and east of Church Road (Veterans Park).
- High capacity inlets at the intersection of Church Road and Green Street.

As part of the current scope of services, we will finalize the design based on the site specific topography and prepare design plans/bid documents for the drainage improvements. We will also perform construction observation services.

SCOPE OF SERVICES

Based on our experience with projects of this nature, we propose the following Scope of Services that are provided in a series of tasks.

PHASE 1: DESIGN SERVICES

Task 1 –Topographic Survey: We will obtain a topographic survey of the study area. All of the topographic information shall be obtained in NGVD29 (from DuPage County and/or Village benchmarks) and local coordinates. The survey will locate and identify all surface, natural and manmade physical features. It will include the location of existing utilities such as manholes, valves, inlets, hydrants and same shall be located horizontally with rim and invert elevations shown. The topographic survey will be used as the base for the construction plans.

Task 2 – Hydrologic and Hydraulic Modeling: The previously prepared models will be updated based on the topographic survey. The updated models will be utilized to finalize the design of the drainage improvements.

Task 3 – Geotechnical Borings: CBBEL will retain Testing Service Corporation (TSC) to complete soil borings within the proposed detention basin footprint and provide a geotechnical report. We understand that a large swimming pool used to be located on this site, and the remnants of the pool may still exist underground. We have budgeted for three soil borings.

Task 4 – Plans, Specifications, and Estimates: CBBEL will prepare plans and specifications for the proposed storage basin, storm sewer and high capacity inlets. The plans and specifications will be submitted for review to the Village. The following sheets and associated man-hours have been estimated below:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	4	4
General Notes/Summary of Quantities	1	10	10
Plan Sheets	2	10	20
Typical Section & Construction Details	1	10	10
Cross-Sections through Pond	1	10	10
Specifications	--	--	15
Cost Estimate/Quantities	--	--	20
TOTAL	6		89

Task 5 – Utility Coordination and Subsurface Utility Locate (If Necessary): CBBEL will retain a subsurface utility engineering subcontractor to pothole and find any existing utilities marked or located within the project limits. CBBEL will incorporate the utility

locations onto the topographic survey and send the plan to utility companies for their review. Based on the information received from the utility companies, CBBEL will identify the locations of utilities on the survey. (Owner will be required to call in a JULIE request for the property).

Task 6 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation for award.

Task 7 – Village Coordination and Project Meetings: During the design process, follow-up meetings with the Village, project team and client can be expected to finalize required information, submittals and documentation. We have budgeted for two meetings. Additional meetings will be billed on a Time and Materials basis.

Task 8 – Preparation of Easement Documents: We will prepare easement documents for the drainage improvements on the Park District property and within the railroad ROW. It is estimated that easement documents will be required on four parcels at \$1,100 per parcel.

Task 9 – Railroad Permit Submittal: We will prepare a permit application to the railroad for work within the ROW. The submittal will include all design documents and calculations necessary to obtain a permit from the railroad.

PHASE 2: CONSTRUCTION OBSERVATION SERVICES

Task 1 – Pre-Construction Tasks

1. Attend/Conduct a preconstruction meeting with all interested parties to discuss goals, objectives, and issues the Village may have. Submit meeting minutes to the Village for review and approval.
2. Familiarize all project permits and requirements needed for construction.
3. Document existing conditions with digital photographs.
4. Review the plans and specifications in depth, verifying quantities, elevations and dimensions relevant to the project. Also to possibly anticipate potential conflicts or issues and develop solutions prior to construction.
5. Review contractors proposed construction schedule for compliance with contract. Submittals should be included on this schedule as well as all major subcontractors (underground, electrical, etc.).
6. Field books, quantity books, diary, and all other forms of proper project documentation shall be set up.
7. Prepare a project contact list with names, addresses, phone numbers, and fax numbers for all contractors, subcontractors, and suppliers for the project. Also 24 hour contact numbers for applicable parties.

Task 2 - Documentation

1. Keep inspector's daily reports and quantity book records up to date. Also maintain project diary noting all necessary observations. Advise if contractor is falling behind schedule.
2. Maintain orderly files of all relevant project documents so that they can be easily accessed.
3. Verify that all documentation is accomplished and that all material inspections and certifications have been accounted for and are complete.
4. Provide all documentation associated with the final balancing change order and final pay estimate.

Task 3 - Construction Observation

1. Provide a resident engineer for required daily activities such as: observing the progress and quality of the work and determining if the work is proceeding in accordance with the contract documents. Maintaining a site presence at all times when the contractor is working. Disapproving any work failing to conform to the contract documents and immediately inform Village of Roselle representative. Verifying that there are no deviations from the contract documents unless authorized by Village of Bensenville representative.
2. Perform quantity measurements to prepare pay estimates and change orders to review with contractor and submit to the Village for payment.
3. Hold weekly progress meetings, as required.
4. Discuss truck route with all contractors and monitor that route is used.
5. Provide liaison functions related to coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project.
6. Maintain daily contact with contractor to monitor schedule and recommend actions that should be taken if falling behind.
7. Maintain daily contact with the utility companies and their contractors to monitor concurrence with proposed schedules.
8. Maintain daily contact with the Village representative to inform on all relevant project information.
9. Prepare minutes for all meetings and distribute to appropriate parties.
10. Maintain set of working drawings as construction is progressing.
11. Provide all necessary equipment, instruments, supplies, transportation, and personnel required to perform duties of the project team.
12. Maintain and periodically transmit to contractor a running punch list to expedite project close out.

13. Obtain material acceptance certifications as materials are incorporated into the project to expedite project closeout. Withhold payment until material inspection and certifications are provided.
14. Perform final inspection with the Village representative, contractor, and all applicable utilities to finalize punch list. Document the items in the final punch list and submit them to the contractor for close out. Verify completion of all work and provide a recommendation to the Village.
- 15. The fee for this task is based on a maximum duration of 16 days for construction.**

Task 4 - Material Inspection

Material Inspection is not included in this proposal.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction. It is understood that CBBEL will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work.

ESTIMATED FEE

The estimated cost of providing the described services is summarized below:

PHASE 1 – DESIGN SERVICES		
Task 1	Topographic Survey	- \$4,200
Task 2	Hydrologic and Hydraulic Modeling	- \$5,500
Task 3	Geotechnical Report	- \$5,000
Task 4	Plans, Specifications, and Estimates	- \$10,250
Task 5	Utility Coordination and Subsurface Utility Locate (If Necessary)	- \$4,000
Task 6	Bidding Assistance	- \$1,200
Task 7	Village Coordination and Project Meetings	- \$3,500
Task 8	Preparation of Easement Documents	- \$4,400
Task 9	Railroad Permit Submittal	- \$2,500
Phase 1 Total:		\$40,550
PHASE 2 – CONSTRUCTION OBSERVATION SERVICES		
Task 1	Pre-Construction Tasks	- \$1,625
Task 2	Documentation	- \$4,375
Task 3	Construction Observation	- \$16,000
Phase 2 Total:		\$22,000
GRAND TOTAL		\$62,550

Please note that the design estimate does not include the following:

- Public Utility Relocations (gas, electric, telephone, etc.)
- We do not anticipate that permits will be required from the IEPA, USACOE, DuPage County, IDNR-OWR, etc. so these costs have not been included.
- Design of parking lot lighting or building lighting
- Detention Calculations
- Landscape Plan
- Environmental Testing

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, permit fees, data collection fees, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into

and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Very truly yours,



Christopher B. Burke, PhD, PE, D.WRE, F.ASCE
President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE VILLAGE OF BENSENVILLE:

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

	Charges*
	(\$/Hr)
<u>Personnel</u>	
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and Indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to Indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require Insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such Insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such Insurance(s) shall be considered as sample Insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all Insurance requirements for adequacy and to determine specific types of Insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

VILLAGE OF BENSENVILLE

STORM SEWER IMPROVEMENTS FOR CHURCH AND GREEN AND VETERANS PARK POND - ALTERNATIVE 5
(CBBEL PROJECT NO. 08-0594)

PRELIMINARY ENGINEER'S OPINION OF PROBABLE COST

DATE: JANUARY 6, 2009

REVISED: JANUARY 5, 2010

ITEM NO.	ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL PRICE
20200100	EARTH EXCAVATION - Unsuitable	CY	\$ 35.00	2600	\$ 91,000.00
20400800	FURNISHED EXCAVATION	CY	\$ 20.00	250	\$ 5,000.00
	EARTH EXCAVATION - Unsuitable overdig (4 feet) for pool	CY	\$ 35.00	2600	\$ 91,000.00
20400800	FURNISHED EXCAVATION to replace overdig	CY	\$ 20.00	2600	\$ 52,000.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	\$ 4.00	100	\$ 400.00
28000400	PERIMETER EROSION BARRIER	FOOT	\$ 4.00	725	\$ 2,900.00
28000500	INLET AND PIPE PROTECTION	EACH	\$ 250.00	6	\$ 1,500.00
28100107	STONE RIPRAP, CLASS A4	SY	\$ 65.00	100	\$ 6,500.00
54213666	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 21"	EACH	\$ 650.00	2	\$ 1,300.00
54213678	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 33"	EACH	\$ 800.00	1	\$ 800.00
54213881	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 36"	EACH	\$ 950.00	1	\$ 950.00
54247120	GRATING FOR CONCRETE FLARED END SECTION 21"	EACH	\$ 250.00	2	\$ 500.00
54247150	GRATING FOR CONCRETE FLARED END SECTION 33"	EACH	\$ 325.00	1	\$ 325.00
54247170	GRATING FOR CONCRETE FLARED END SECTION 36"	EACH	\$ 400.00	1	\$ 400.00
55019800	STORM SEWERS, TYPE 1, RCCP, CLASS IV 21"	FOOT	\$ 50.00	80	\$ 4,000.00
55020200	STORM SEWERS, TYPE 1, RCCP, CLASS III 33"	FOOT	\$ 70.00	60	\$ 4,200.00
55020300	STORM SEWERS, TYPE 1, RCCP, CLASS III 36"	FOOT	\$ 80.00	60	\$ 4,800.00
70101700	TRAFFIC CONTROL AND PROTECTION	L. SUM	\$ 2,500.00	1	\$ 2,500.00
Z0013798	CONSTRUCTION LAYOUT	L. SUM	\$ 2,500.00	1	\$ 2,500.00
	JUNCTION CHAMBER NO. 1	EACH	\$ 15,000.00	1	\$ 15,000.00
	LANDSCAPING AND RESTORATION	L. SUM	\$ 40,000.00	1	\$ 40,000.00
	MANHOLE, TYPE A, 8' DIAMETER, TYPE 1 FRAME, TYPE 8 GRATE	EACH	\$ 12,500.00	1	\$ 12,500.00
	STORM SEWER REMOVAL (VARIOUS SIZES)	FOOT	\$ 100.00	50	\$ 5,000.00
	STRUCTURE TO BE REMOVED	EACH	\$ 750.00	1	\$ 750.00
			CONSTRUCTION SUBTOTAL =		\$ 345,825.00
			20% CONTINGENCY =		\$ 69,165.00
			CONSTRUCTION TOTAL =		\$ 414,990.00
			RAILROAD FEES AND FLAGGER =		\$ 10,000.00
			ENGINEERING =		\$ 38,050.00
			PERMITTING =		\$ 2,500.00
			CONSTRUCTION OBSERVATION =		\$ 21,000.00
			TOTAL =		\$ 486,540.00

NOTES:

1. IT IS ASSUMED THAT ALL PROPOSED STORM SEWER AND DRAINAGE STRUCTURES ARE LOCATED IN THE PARKWAY AND THAT NO PAVEMENT REMOVAL, TRENCH BACKFILL AND PAVEMENT REPLACEMENT WILL BE REQUIRED.
2. THIS ESTIMATE ASSUMES THAT THERE ARE NO LANDSCAPE FEATURES SUCH AS TREES, RETAINING WALLS, ETC. THAT NEED TO BE REMOVED, RELOCATED OR REPLACED.
3. THIS ESTIMATE DOES NOT ACCOUNT FOR ANY UTILITY CONFLICTS.
4. IT IS ASSUMED THAT NO RIGHT-OF-WAY ACQUISITION WILL BE REQUIRED.
5. RAILROAD FEES AND FLAGGER WERE ASSUMED AT \$1,000/DAY FOR 10 DAYS.

TYPE: Resolution SUBMITTED BY: Paul Quinn DATE: January 13, 2010

DESCRIPTION: Required purchase of additional road salt for the deicing of Village Streets and Parking Facilities

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Stable Government</i>	<input checked="" type="checkbox"/>	<i>Safe Place to Live</i>
<input checked="" type="checkbox"/>	<i>Cost Effective Services Responsive to Citizens</i>	<input type="checkbox"/>	<i>Downtown as a Community Focal Point</i>
<input type="checkbox"/>	<i>Open Government w/ Involved Citizens</i>	<input type="checkbox"/>	<i>Regional Partnerships</i>

COMMITTEE ACTION: **Approved 4-0 Vote**

DATE: **January 19, 2010**

BACKGROUND

The Village purchases road salt through the Illinois Department of Central Management Services. The salt delivered to our storage bins is used to deice streets and to supply School District 2 with salt for deicing District 2 facilities.

KEY ISSUES:

The State Purchasing agreement requires municipalities to purchase at least 80% of the requisition amount and up to 120% of that amount in the event additional materials are required. Our requisition of 1,400 tons require that we purchase a minimum of 1,120 tons at the rate of \$69.64 per ton or \$77,996.80. Our maximum purchase amount is 1,680 tons or \$116,995.20. The ice and snow removal program has exhausted 750 tons of road salt to date and staff estimates 280 tons to be in inventory. In the event we continue to experience severe winter weather, an amendment to the purchase requisition is required.

ALTERNATIVES:

1. N/A

RECOMMENDATION:

Staff recommends increasing the purchasing authority for road salt by \$38,998.40

BUDGET IMPACT: The purchase of road salt has been identified in the 2010 fiscal year budget

ACTION REQUIRED: Motion to approve a Resolution authorizing the Village Manager to increase the purchase order to Cargill Incorporated Salt Division of North Olmsted, Ohio for an amount not to exceed \$38,998.40.

Resolution No.
Authorizing the Execution of a Purchase Order to
Cargill Incorporated Salt Division

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

THAT the Village Board authorizes the Village Manager to execute a Purchase Order to Cargill Incorporated Salt Division of North Olmsted, Ohio for the purchase of road salt for an amount not to exceed \$38,998.40.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 01.26.10

DESCRIPTION:

Motion regarding the granting of a variance to allow a third wall sign on the remodeled Cascade Banquet Hall at 800 W. Irving Park Road.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Economic & Community Development DATE: 01.19.10

BACKGROUND

Cascade Banquets has been a fixture on Irving Park Road for a number of years. In 2009 the new owners were issued building permits for a significant renovation to the facility. As part of the approved permits, electrical outlets were indicated for three wall signs on the covered auto entry along Irving Park Road. When the separate sign permit was requested it was denied as only two wall signs are permitted for a corner property. The staff suggested that the owners seek a sign variance.

KEY ISSUES:

While Irving Park Road is a major retail arterial through the Village, there are rear yards of single family homes directly across the street from the proposed wall sign. Staff and the CDC were interested in possible impacts to the homes across the street. The backlit nature of the proposed sign addresses that concern. While there were nearby residents at the Public Hearing they chose not to speak and did not object to the request.

ALTERNATIVES:

- Approve the Ordinance.
- Deny the Ordinance.
- Remand the request to the CDC for further deliberation.

RECOMMENDATION:

The staff respectfully requests that the Committee approve the variance. At their December 14, 2009 Public Hearing the CDC voted 5 – 2 to recommend approval of the variance to the President and Board of Trustees. At their January 19, 2010 meeting the Economic & Community development Committee voted 3 – 1 to approve the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance.

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A SIGN VARIANCE
FOR PROPERTY COMMONLY IDENTIFIED AS 800 W. IRVING PARK ROAD**

WHEREAS, Arun Gupta and Joginder Singh ("Owner") and Guadalupe Moran of Moran Signs, Inc., ("Applicant"), filed an application for approval of a sign variance to allow one additional wall sign to be mounted in addition to the two wall signs allowed for the property located at 800 W. Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, Notice of Public Hearing with respect to the requested sign variance was published in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on December 14, 2009, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission voted to approve the request for sign variance, with a condition that the additional wall sign must be placed in conformance with the plan submitted by the Applicant as drawn by Moran Sign & Lighting, Inc. and reviewed by the Community Development Commission, and forwarded its recommendations, including Staff Report and findings relative to sign criteria to the Village Board's Economic and Community Development Committee on January 19, 2010, which concurred in the recommendation made therein, as are attached hereto as Exhibit "C" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to allow an additional wall sign to two allowed by Code for the Subject Property is consistent with the *Bensenville Village Code*.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Highway Commercial District, which zoning classification shall remain in effect subject to the sign variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the sign variance sought to allow one additional wall mounted sign in addition to the two allowed by the *Bensenville Zoning Ordinance* as sought in this application is attached to the recommendations of the Community Development Commission in Exhibit "C" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Owner and Applicant to vary the sign requirements to allow placement of one additional wall mounted sign is hereby granted, subject to placement of all signs in conformance with the depiction as referenced herein.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as varied by the variance granted herein.

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant to run with the Subject Property and be binding upon any and all successors in interest to the Applicant.

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

SECTION EIGHT: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of January 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

**Legal Description
800 W. Irving Park Road**

THE WEST 294.00 FEET OF LOT 1, AS MEASURED ON THE NORTH AND SOUTH LINES IN BLOCK 1 IN SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION OF LOT 2 IN OWNERS ASSESSMENT PLAT OF PART OF SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SNOBERG CONSTRUCTION COMPANY'S SUBDIVISION RECORDED FEBRUARY 18, 1960, AS DOCUMENT 956169, EXCEPTING THEREFROM THE NORTH 135.00 FEET OF THE EAST 7.00 FEET OF SAID WEST 294.00 FEET, AS MEASURED ALONG SAID NORTH AND SOUTH LINES, IN DUPAGE COUNTY, ILLINOIS

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR APPROVAL OF CONDITIONAL USE,
REZONING OR VARIANCE

RECEIVED

Village of Bensenville Acct. #

OCT 16 1988

Development Name: Cascade Banquets Date of Submission:

COMMUNITY DEVELOPMENT

A. OWNER:

Arun Gupta & Soninder Singh
Name Corporation (if applicable)

800 W. Irving Park Rd
Street

Bensenville IL 60106
City State Zip Code

Guadalupe Moran 773-875-5604
Contact Person Telephone Number

If Owner is a Land Trust, the names and addresses of the beneficiaries of the Trust.

B. APPLICANT:

Guadalupe Moran Moran Signs Inc.
Name Corporation (if applicable)

225 James St #7
Street

Bensenville IL 60106
City State Zip Code

Guadalupe Moran 773-875-5604
Contact Person Telephone Number

contractor
Relationship of Applicant to subject property

C. ACTION REQUESTED (Check applicable):

Rezoning from _____ to _____

Conditional Use for _____

Variance for the number of wall signs
from two to three

Any additional requests which are being processed with the rezoning, special use or variance (if requesting a preliminary/final planned unit development or subdivision plat use other form):
N/A

Is this development within the Village limits?

Yes No, requesting annexation

Under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

D. DEVELOPER'S STAFF:

Attorney: _____ Telephone Number: _____

Builder: Moran Signs Inc. Telephone Number: 773-875-5604

Developer: _____ Telephone Number: _____

Engineer: _____ Telephone Number: _____

E. PROJECT DATA:

1. Location: 800 W. Irving Park Rd
2. Property Index Number(s) (PIN): 0314118001
3. General description of the site: Banquet Hall
4. Existing zoning and land use of the site: C-2 Highway Commercial
Banquet Facility
5. Acreage of the site: _____
6. Character of surrounding area: _____

	Zoning	Existing Land Use	Jurisdiction
North:	<u>RS-4</u>	<u>Single Family Residential</u>	<u>Bensenville</u>
East:	<u>C-2</u>	<u>Commercial</u>	<u>Bensenville</u>
South:	<u>RS-5</u>	<u>Single Family</u>	<u>Bensenville</u>
West:	<u>C-2</u>	<u>Single Family</u>	<u>Bensenville</u>

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): N/A

8. Response Letter. On a separate sheet of paper state why your request should be approved based on the applicable "Approval Criteria" as set forth in the attached Section 10-3-5 (Approval Criteria for zoning Map Amendment), Section 10-3-3-B (Approval Criteria for Variances) or Section 10-3-4-C (Approval Criteria for Conditional Uses).

Members of the Village Board,

Mr. Arun Gupta and Mr. Joginder Singh are the new owners of Cascade Banquets located at 800 W. Irving Park Rd. As proud new owners, a great deal of work is planned to update and beautify the entire banquet hall and make it an attractive landmark in Bensenville. Over the past few months a lot of work has been done to the exterior of the building and the result is like day and night compared to the previous elevation.

Moran Signs Inc. was contacted to fabricate and install three (3) reverse lit wall signs. Both owners were specific about the design of the signs indicating type, size and font. In accordance with the architectural plans and the owner's approval, Moran Signs Inc. submitted a sign permit application for the three signs. A few weeks later we were notified that only two signs could be approved and for us to indicate which two we wanted. When I passed the news to Mr. Gupta and Mr. Singh they didn't understand why only two signs were being approved. Stating that at the Village meetings they had to discuss and review the architectural plans, they were given a stamped approval for all the exterior work and a verbal approval for the three wall signs but, would have to apply for the signs on a separate permit.

In accordance with the plan design, which calls for three reverse lit wall signs, and verbal approval from the Village, some of the electrical and façade work done at Cascade Banquets was done to accommodate a wall sign. It's for this reason that the new owners are applying for a variance to the sign ordinance. Both owners are confused that after numerous meetings with the Village and changes to their architectural plans, as requested by the Village for this project, they are in this predicament.

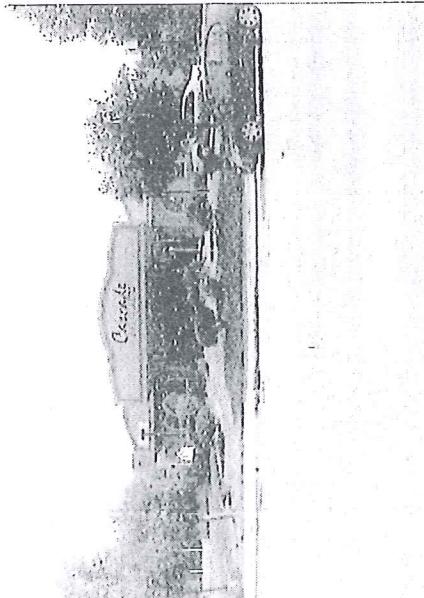
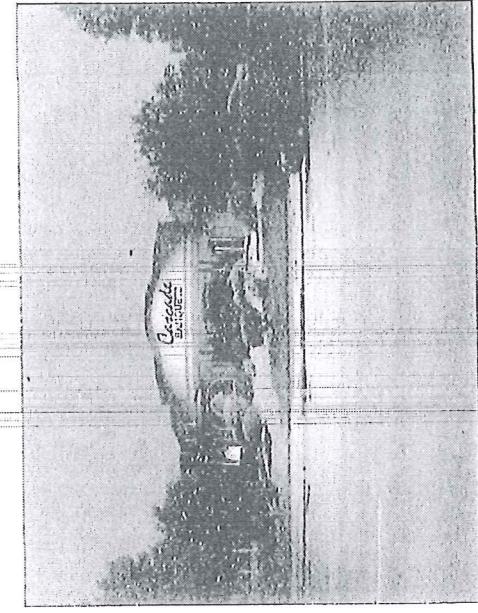
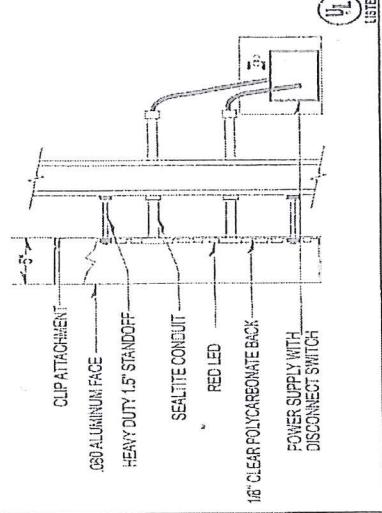
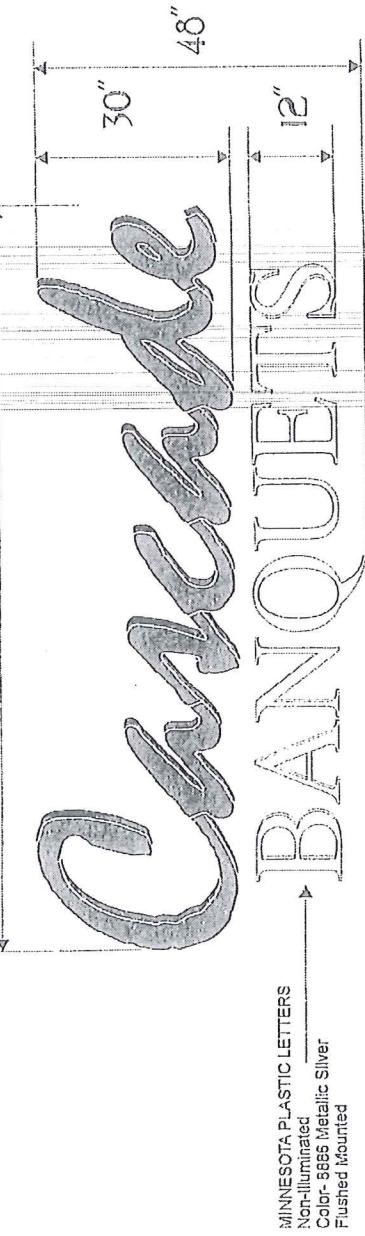
Money was already spent to prepare the sign area and have new electrical installed. If the variance is not approved, it would mean that quite a bit of money was spent unnecessarily and extra money would now have to be spent to conceal the electrical. As well as, the money already spent could have been used in the budget planned for interior renovations.

Both Mr. Gupta and Mr. Singh feel that aesthetically, the building would look better with three signs since, in their opinion, the type of signs to be installed add character and is not commonly used in the area. The consideration of the Bensenville Village Board Members for a variance would be greatly appreciated.

Sincerely,

Guadalupe Moran

CHANNEL LETTER - REVERSE-LIT



Installation of Reverse-lit letters and Non-illuminated MINNESOTA Plastic letters

Store Front= 39' 6"
Overall Height= 15' 6"

PROJECT	CUSTOMER APPROVAL	LANDLORD APPROVAL	REVISIONS
Cascade Banquet (Front Elevation)	<p>By: 1/3 GM 08-1-09</p> <p>DATE: 08/04/09</p>	<p>By: 1/3 GM 08-1-09</p>	<p>This drawing is the exclusive property of MORAN SIGN & LIGHTING, INC. and may not be reproduced in whole or in part without prior written approval.</p> <p>MORAN SIGN & LIGHTING, INC does NOT provide primary electric service to sign location. MUST BE PROVIDED BY OTHERS!</p> <p>225 W James Street #7 Bensenville, IL 60106 Ph: 630-550-0509 Fax: 630-206-0953</p>



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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

December 14, 2009

CALL TO ORDER: The meeting was called to order at 7:30 PM

ROLL CALL : Upon roll call, the following Commissioners were present:
Markowski, Gibbs, Janowiak, Ramirez, Moruzzi, Ventura, Weldon
Absent: None
A quorum was present.

Public Hearing: CDC Case Number 121409-1
Petitioner: Moran Signs, Inc.
Location: 800 W. Irving Park Road
Request: Variance to Allow a Third Wall Sign

Guadalupe Moran, 225 James Street was present and sworn in by Chairman Markowski. Ms. Moran was representing Cascade Banquets, located at 800 W. Irving Park Road. Cascade is requesting a variance to allow a third wall sign. Two signs already exist and meet code requirements. The third wall sign will be the same as the two existing signs. There has been no discussion in removing the standing sign. Staff recommends approval.

Chairman Markowski asked if there were any members of the audience that would like to give testimony. There were none.

Motion: Commissioner Moruzzi made a motion to approve a variance to allow a third wall sign. Commissioner Weldon seconded the motion.

Roll Call: Ayes: Markowski, Janowiak, Moruzzi, Ventura, Weldon

Nays: Ramirez, Gibbs

Motion carried.