



Village Board
President
Frank Soto

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

Village Manager
Michael Cassady

VILLAGE OF BENSENVILLE

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, November 8, 2011

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

October 25, 2011 – Village Board of Trustees

- VI. WARRANT – November 8, 2011 #11/21 - \$1,676,806.30
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**

1. *Ordinance Granting Approval of a Variance for a Driveway Construction Width to Allow Construction of a Twenty-Eight Foot Wide Driveway at the Property Commonly Identified as 124 South Church Road, Bensenville, Illinois*
2. *Ordinance approving a Final Plat of Subdivision to subdivide the property located at 304 N. Spruce Avenue into two lots consistent with the previous property division for tax purposes*

VIII. **REPORTS OF STANDING COMMITTEES**

- A. Administration, Finance and Legislation Committee
 1. *Resolution Authorizing the Execution of a Contract with National Roofing Corporation for the Roof Replacement Located at 800 East Jefferson Street*
 2. *Resolution Authorizing Intervention in Certain Tax Appeal Cases*
 3. *Consideration of an Ordinance Amending Specific Provisions of the Bensenville Village Code Allowing for the Restructuring of Duties within the Village*

- B. Community and Economic Development Committee – No Report
- C. Infrastructure and Environment Committee – No Report
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

- 1. Proclamation of Achievement for Mohawk Elementary School,
Recipients of the National Blue Ribbon School Award*

B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

- 1. HAA Shell at 4 North Irving Park Road, Bensenville, Illinois*

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
October 25, 2011

CALL TO ORDER: 1. President Soto called the meeting to order at 6:33 p.m.

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

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

Absent: None

A quorum was present.

Monika Makowiecki, Senior at Fenton High School, was present and assisting President Soto during the meeting in honor of Student Government Day.

PUBLIC COMMENT: There was no public comment.

APPROVAL OF MINUTES: 3. The October 11, 2011 Village Board Meeting Minutes were presented.

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

All were in favor. Motion carried.

WARRANT NO. 11/20: 4. President Soto presented **Warrant No. 11/20** in the amount of \$1,501,027.86.

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

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

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October 25, 2011 Page 2

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

All were in favor. Motion carried.

**Ordinance No
62-2011:**

Ordinance Repealing and Restating Title 4, Chapter 3 of the Municipal Code of the Village of Bensenville, Illinois. (Consent Agenda)

**Resolution No
R-103-2011:**

Resolution Approving an Intergovernmental Agreement between the Bensenville Park District and the Village of Bensenville for Improvements to Varble Park. (Consent Agenda)

**Resolution No
R-104-2011:**

Resolution Authorizing a Contract to Kenny Construction Company of Northbrook, Illinois for Sanitary Sewer Rehabilitation. (Consent Agenda)

**Ordinance No
63-2011:**

Ordinance Amending Village Code Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 5-2-13, No Parking Zones Subsection F, No Parking at Any Time. (Consent Agenda)

Motion: Trustee Peconio made a motion to approve the Consent Agenda as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-105-2011:**

6. President Soto gave the summarization of the action contemplated in **Resolution No. R-105-2011 entitled A Resolution Determining an Estimate of Real Property Taxes to be Levied by the Village of Bensenville, DuPage and Cook Counties, Illinois, for that Portion of the Fiscal Year Commencing January 1, 2011 and Ending December 31, 2011.**

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

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October 25, 2011 Page 3

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Resolution No

R-106-2011:

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-106-2011 entitled A Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One with Arrow Road Construction for an Increase of \$113,500.00 is Required for the Treatment Plant Access Road & Legends Driveway Paving Program for the Revised Contract Cost of \$170,335.00.**

Motion: Trustee Bartlett made a motion to approve the resolution as presented. Trustee Peconio seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Resolution No

R-107-2011:

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-107-2011 entitled A Resolution Authorizing the Execution of a Design Engineering Service Contract for the Jefferson Street Corridor Watermain Replacement Project – Phase I, II, and III with Trotter and Associates, Inc. in the Amount of \$136,235.00.**

Motion: Trustee Wesseler made a motion to approve the resolution as presented. Trustee Ridder seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

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Resolution No

R-108-2011:

9. President Soto gave the summarization of the action contemplated in **Resolution No. R-108-2011 entitled A Resolution to Waive Competitive Bidding and Approve the Purchase of a Bobcat S100 with Snow Attachment from Atlas Bobcat of Schiller Park in the Amount of \$33,077.00.**

Motion:

Trustee Peconio made a motion to approve the resolution as presented. Trustee Wesseler seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Motion:

10. Trustee Ridder made a Motion Authorizing Out-of-State Travel for Trustee Wesseler in Accordance with the Exception Procedure for Out-of-State Travel to Attend the National League of Cities – Congress and Exposition. Trustee Bartlett seconded the motion.

Trustee Peconio read a statement expressing his concerns and objections in regards to the Out-of-State travel for Trustee Wesseler.

ROLL CALL:

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

NAYS: Peconio

ABSTAINED: Wesseler

Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto thanked Monika Makowiecki and all the students that participated in Student Government Day though out the Village for their participation in the event.

Monika Makowiecki read a statement informing Residents and Bossiness about the 2011 Toy Drive.

President Soto announced the Village has begun a new program for Senior Citizens called Golden Wishes. Golden Wishes gives Seniors the opportunity to experience a dream they have always had. Information is available at Village Hall and on the Village's website.

President Soto announced the creation of a Senior Citizen Council.

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**MANAGERS
REPORT:**

ESDA Coordinator, Don Schultz, shared a power point presentation in regards to Global Connect Services with the Village Board.

Mary Smith of the Baecore Group shared a power point presentation in regards to the CRM scorecard created by the Baecore Group with the Village Board.

**VILLAGE ATTORNEY'S
REPORT:**

Village Attorney, Mary Dickson, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

Trustee Peconio announced he has been working with Fenton High School and they two have created a Student Exchange Program with Cefalu, Italy. In November, ten students from Italy will live with ten families from Bensenville and Wood Dale to experience culture in America. In return; in March 2012, students from Fenton High School will have the opportunity to live in Cefalu, Italy with the families to experience culture in Italy. Trustee Peconio thanked the Kiwanis, Chamber of Commerce, and Helping Hands for their support and donations for the program. Trustee Peconio met with the City of Wood Dale and the Village of Bensenville seeking participation in the program as well.

Trustee O'Connell announced Holiday Magic will be held on Sunday, November 20, 2011 from 3:00 p.m. until 6:00 p.m. in downtown Bensenville. Trustee O'Connell encourages all Residents to attend.

Trustee Ridder announced the Rotary spaghetti dinner will be held on November 10, 2011. Proceeds from the event will help fund the scholarships the Rotary gives to students to help fund College. Other proceeds from the event will help fund the annual coat drive ran by the Rotary.

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

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:12 p.m.

Corey Williamsen
Acting Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, November 2011

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 10.27.11

DESCRIPTION:

Consider an Ordinance approving a variance from Section 10 – 11- 7- 2 of the Bensenville Code to increase the allowable driveway width from 20' to 28' for the property located at 124 S. Church Road.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: CEDC voted unanimously (7-0) to approve the requested variance.

DATE: 10.25.11

BACKGROUND:

The property in question, 124 S. Church Road, is a detached single family residence, zoned RS – 5 High Density Single Family Residential. The petitioners, the Shubak family, purchased the subject property earlier this year. In June 2011 they contracted with G & JA Paving to enlarge the driveway. The contractor applied for a building permit, which was denied due to the proposed 28' width exceeding the Code's 20' maximum width. The contractor failed to notify the Shubaks of the permit denial. Over the next few months the Shubaks continued to call the contractor to begin work. The contractor began work in August and was promptly issued a Stop Work Order for lack of a permit. The variance application is the eventual result.

At their 10.10.11 Public Hearing the Community Development Commission voted (6-0) to recommend approval of the variance with conditions. No objectors spoke at the Public Hearing however a letter of objection was submitted. A copy of the objection letter is included with the minutes.

At their 10.25.11 meeting the Village Board Community & Economic Development Committee voted unanimously (7-0) to approve the variance request. During the meeting the Committee discussed the legality of cars parking currently parked at the subject property, the width of the proposed driveway and the distance between the proposed driveway and the neighboring property. Staff confirmed that cars cannot park over the sidewalk or on the parkway or street overnight. In addition, the proposed driveway will be set back approximately 3.5 feet from the neighboring property.

KEY ISSUES:

Staff believes that the request meets the approval criteria found in the Zoning ordinance and therefore has recommended approval of the request. In addition, the requested variance is consistent with two expanded driveways in the immediate area.

ALTERNATIVES:

1. Deny the attached draft Ordinance that approves the variance request.
2. Remand the request back to the Community Development Commission.

RECOMMENDATION:

Staff respectfully recommends approval of the variance.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance that approves the requested variance with conditions.

124 S. Church Road

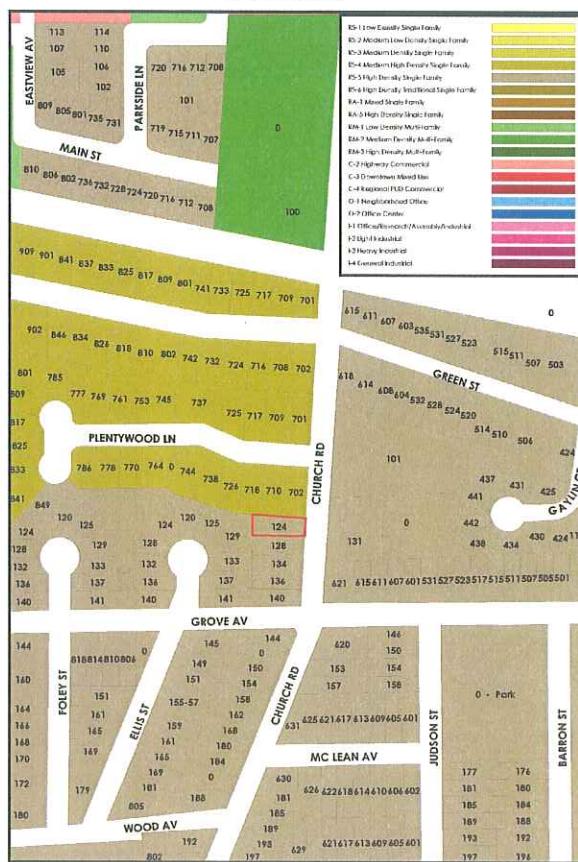
Village of Bensenville

124 S. Church Road



Village of Bensenville

2010 Zoning Map



ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
FOR DRIVEWAY CONSTRUCTION WIDTH TO ALLOW CONSTRUCTION OF A
TWENTY-EIGHT FOOT WIDE DRIVEWAY AT THE PROPERTY
COMMONLY IDENTIFIED AS 124 S. CHURCH ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Moosa Shubak ("Owner/Applicant"), filed an application for approval of a variance to allow construction of a twenty-eight foot driveway at the property located at 124 S. Church Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published in a newspaper having general circulation within the Village of Bensenville (the "Village") in the time and manner 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 October 10, 2011, 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 the variance to allow the increase in driveway width from twenty feet to twenty-eight feet as requested, with the following conditions: (1) applicant obtain a proper building permit prior to commencement of the work; (2) construction of the driveway must be in accordance with the plan submitted by G&JA Pacing and date stamped by the Village on June 11, 2011 as modified by any building permit conditions, including Public Works/Engineering comments relative to grading and drainage; (3) the home shall not be occupied by more than the number of persons allowed by Village Code; and (4) all outstanding items from the December 23, 2010 real estate transfer inspection must be resolved, and the property re-inspected by Village Staff for compliance; and

WHEREAS, the Community and Economic Development Commission forwarded its recommendation for approval of the variation to the Village Board's Community and Economic Development Committee, which concurred in the findings of fact made therein, as are attached hereto as Exhibit "B" 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 construction of a twenty-eight foot wide driveway on the conditions required and recommended by the Community and Economic Development Commission 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 an existing RS-5 High Density Single Family Residential District, which zoning classification shall remain in effect subject to the variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the driveway width variance sought, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-11-7-2 Parking Construction, is attached to the recommendations of the Community Development Commission in Exhibit "B" 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, on a finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Applicant to allow a variance from twenty feet to twenty-eight feet for construction of a driveway at the property identified as 124 S. Church Road, Bensenville, Illinois is hereby granted with the following conditions: (1) applicant obtain a proper building permit prior to commencement of the work; (2) construction of the driveway must be in accordance with the plan submitted by G&JA Pacing and date stamped by the Village on June 11, 2011 as modified by any building permit conditions, including Public Works/Engineering comments relative to grading and drainage; (3) the home shall not be occupied by more than the number of persons allowed by Village Code; (4) the widened drive shall only be on private property; the driveway portion on the parkway (between the sidewalk and curb) shall remain at a maximum of 20 feet wide; (5) the driveway shall angle out to the 28 foot wide width from the sidewalk, at an angle determined by the Village staff; (6) the non paved angular area between the sidewalk and the widened drive shall be landscaped to prohibit vehicles from backing over the non-paved area; and (7) all outstanding items from the December 23, 2010

real estate transfer inspection must be resolved, and the property re-inspected by Village Staff for compliance.

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 _____ day of _____, 2011.

Frank Soto, Village President

ATTEST:

Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 10.27.11

DESCRIPTION:

Consider the request for a Plat of Subdivision to subdivide the property located at 304 N. Spruce Avenue into two lots consistent with the previous property division for tax purposes.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: CEDC voted unanimously (7 – 0) to approve **DATE:** 10.25.11

BACKGROUND:

The property in question, 304 N. Spruce Avenue is a large 18,423 square foot single family lot, zoned RS – 5 High Density residential, located at the northwest corner of West Hillside Drive and North Spruce Avenue. The property is currently improved with a single family residence on the eastern half of the lot. The petitioner, Joaquin Aguirre, requests approval of a Final Plat of Subdivision to subdivide the lot into two lots that meet the standards of the RS – 5 District and erect a new home on the western lot. The property was previously “tax divided” meaning there are two Permanent Index Numbers and two tax parcels, however the property was never officially subdivided. The two proposed lots are coterminous with the tax parcels.

At their 10.10.11 Public Meeting the Community Development Commission voted (6-0) to recommend approval of the Plat of Subdivision. No objectors spoke at the Public Meeting.

At their 10.25.11 meeting the Village Board Community & Economic Development Committee voted (7-0) to approve the Plat of Subdivision.

KEY ISSUES:

Subdivisions are prescriptive, meaning that if they meet the Village’s requirements the Village “shall” approve the Plat. The resultant lots of this proposed Plat of Subdivision meet the various requirements of the Municipal Code and should be approved.

ALTERNATIVES:

1. Deny the Ordinance that approves the requested Plat of Subdivision.
2. Remand the request back to the Community Development Commission.

RECOMMENDATION:

Staff respectfully recommends approval of the proposed Plat of Subdivision.

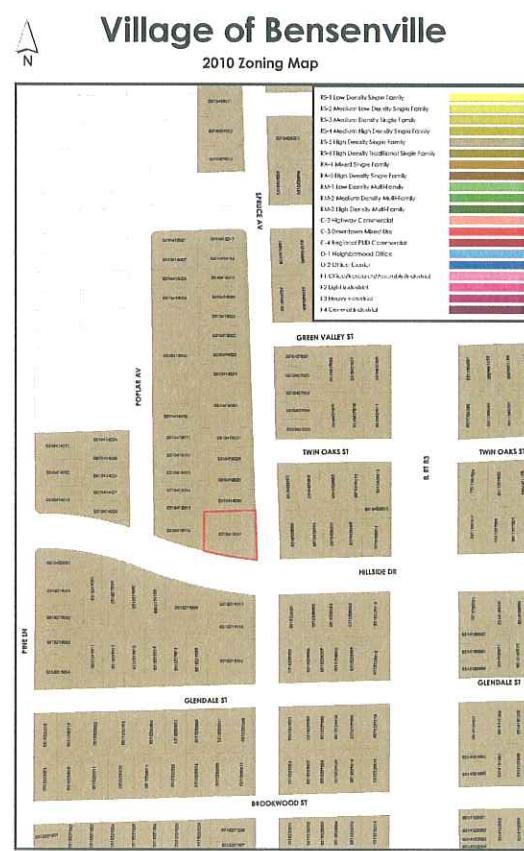
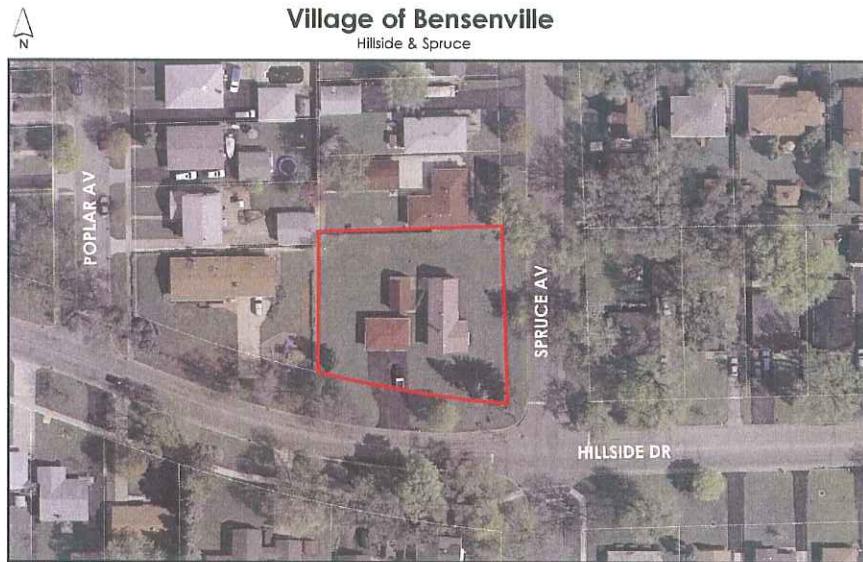
BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approve the attached Ordinance that approves the proposed Plat of Subdivision as requested.

304 N. Spruce Avenue
Two lot Final Plat of Subdivision



ORDINANCE NO. _____

**AN ORDINANCE GRANTING APPROVAL
OF THE SUBDIVISION OF LAND IN THE VILLAGE OF BENSENVILLE
COMMONLY KNOWN AS 304 N. SPRUCE DRIVE**

WHEREAS, Joaquin Aquirre filed an application seeking the approval of a two (2) lot subdivision of the property legally described in Exhibit "A," attached hereto and incorporated herein by reference (hereinafter referred to as the "Subject Property"), for the purpose of improving the Subject Property with two (2) single family detached dwelling units, each located upon its own lot of record, and

WHEREAS, the Corporate Authorities of the Village have reviewed the discussions and findings of the proposed subdivision of the Subject Property undertaken by the Community Development Commission, and have reviewed the report of the Community and Economic Development Committee, both of which bodies recommend the approval of the subdivision of the Subject Property, said findings, discussions and reports being incorporated herein by reference as though fully attached hereto and fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED by the Corporate Authorities of the Village of Bensenville, DuPage and Cook Counties, Illinois, in regular session assembled, as follows:

SECTION ONE: The recitals set forth hereinabove are incorporated herein by reference as part of this Ordinance.

SECTION TWO: That the passage of this Ordinance shall constitute approval of a two-lot subdivision of the Subject Property.

SECTION THREE: That the President is hereby authorized to execute said Plat of Subdivision on behalf of the Village of Bensenville, which signature shall be attested to by the Acting Village Clerk, and that the Acting Village Clerk be and is directed hereby to record the Plat of Subdivision in accordance with Illinois law and to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

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

SECTION FIVE: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this _____ day of October, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Deputy Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** S. Viger **DATE:** 11.2.11

DESCRIPTION:

This request is for a resolution authorizing the execution of a contract with National Roofing Corporation for the roof replacement located at 800 E. Jefferson Street.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	Financially Sound Village	<input 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: Community & Economic Development

DATE: 11.08.11

BACKGROUND:

The building at 800 E. Jefferson Street was damaged during the wind storm on June 21, 2011. After thorough consideration of the building's future functions, an RFP for roof replacement was issued on October 17, 2011. The bids were publicly opened on October 28, 2011 with National Roofing Corporation being the lowest bidder of ten bidders at \$35,500.00, plus a cost of \$10.00 per square foot for incidental roof deck replacement as required. The two next closest bids were \$37,618.79 and \$39,620.00. The highest bid was \$56,950.00.

KEY ISSUES:

Prior to the storm damage the building was used by Fenton High School for their gymnastics program. Due to water damage and mold to the springboard floor, the gymnastics equipment is unusable. Since the storm the Village has acquired a light tower/generator truck from DuPage County for EMA use. The light truck's diesel engine requires it to be stored indoors during the winter and its large size makes it difficult to park in our existing garages. Therefore, staff recommends fixing the roof at 800 E. Jefferson Street to store the light truck and other Village vehicles (EMA trailers, historic fire truck, etc.). The building was formerly a garage and already has a functioning overhead door. While vehicle storage is not the ideal land use at this site, it serves a Village need for the foreseeable future. In addition, the roof replacement will be completely funded by the insurance money the Village received to replace the roof following the storm damage.

ALTERNATIVES:

1. Allow the execution of a contract for the roof replacement,
2. Deny a motion to allow the execution of a contract for the roof replacement,
3. Reject the bids as submitted and require staff to issue another RFP, or
4. Discretion of the Board.

RECOMMENDATION:

The staff respectfully requests approval of the motion to allow the execution of a contract for the roof replacement as the building at 800 E. Jefferson Street.

BUDGET IMPACT:

Insurance funds were received for the replacement of this roof and will be sufficient to cover the replacement cost.

ACTION REQUIRED:

This request is for a motion to approve a resolution authorizing the execution of a contract with National Roofing Corporation for the roof replacement located at 800 E. Jefferson Street.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
NATIONAL ROOFING CORPORATION FOR THE ROOF REPLACEMENT
LOCATED AT 800 E. JEFFERSON STREET**

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 roof replacement at 800 E. Jefferson is necessary due to the storm that took place on June 21, 2011; and

WHEREAS, the roof replacement RFP was advertised on October 17, 2011 and bids were opened publicly on October 28, 2011; and

WHEREAS, the low bidder is National Roofing Corporation of Forest Park, IL in the amount of \$35,500.00 for the roof replacement and \$10.00 per square foot of incidental roof deck replacement, and will be paid for from insurance funds received from said storm; and

WHEREAS, President and Board of Trustees have determined that it appropriate, desirable, and in the best interests of the VILLAGE that the VILLAGE replace the roof at 800 E. Jefferson Street,

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 to execute a contract with National Roofing Corporation and pay all fees in accordance with

said contract.

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 8th day of November 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Resolution **SUBMITTED BY:** Mike Cassady **DATE:** November 2, 2011

DESCRIPTION: A Resolution authorizing the law firm of Tressler LLP to continue intervention in certain tax appeal cases for the Tax Consortium in which the Village of Bensenville participates.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: AF&L

DATE: 11/8/11

BACKGROUND: Taxpayers have the right to appeal the equalized assessed value of their properties to the Illinois Property Tax Appeal Board and the DuPage County Board of Review. Any reduction of equalized assessed values can not only affect the taxpayer but the Village and revenues received through taxation. The Village is part of a consortium established to monitor and file interventions in real property tax assessments on behalf of the municipalities who participate. Included in the consortium are District 2, District 100, the Park District and Library District. This Resolution authorizes the law firm of Tressler LLP to intervene on the Village's behalf as a part of the participation in the Tax Consortium.

KEY ISSUES:

Per the Resolution, Tressler LLP is only authorized to intervene if (1) the taxpayer is seeking a reduction in the assessment of property equal or greater than \$100,000 and (2) the Village determines that intervention is warranted in the particular case. The Resolution gives authority to the Village Manager to sign the attached draft Letters of Authorization when the above criteria are met.

ALTERNATIVES:

1. Motion to approve the Resolution.
2. Discretion of the Board.

RECOMMENDATION: Staff recommends continued participation in the Tax Consortium and approval of the Resolution authorizing the law firm of Tressler LLP to continue to intervene in certain tax appeal cases.

BUDGET IMPACT: Fees are based on time and billing and are divided among participants. Last year, the amount owed was \$1300 and was budgeted.

ACTION REQUIRED: Board Approval of the Resolution Authorizing Intervention in Certain Tax Appeal Cases and Authorize the Village Manager to execute Letters of Authorization on behalf of the Village of Bensenville.

Tax Appeal Cases and Authorize the Village Manager to execute Letters of Authorization on behalf of the Village of Bensenville.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING TRESSLER, LLP FOR INTERVENTION IN
CERTAIN TAX APPEAL CASES**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois, is acutely aware of the need to provide high-quality governmental services and to have sufficient monies available through taxation in order to fund these services; and

WHEREAS, the major source of revenue for funding these governmental services is the Illinois real property tax; and

WHEREAS, certain taxpayers have sought to have the equalized assessed valuation of their properties reduced by appealing the assessments to the Board of Review and/or the State of Illinois Property Tax Appeal Board; and

WHEREAS, an reduction in equalized asses valuation can adversely affect the Village of Bensenville's revenues; and

WHEREAS, the Village Board of the Village of Bensenville believes, and hereby declares, that it is in the best interest of the Village of Bensenville and in its residents to intervene in certain tax assessment proceeding where the revenues to be received could be jeopardized or adversely affected;

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

SECTION ONE: The recitals set forth hereinabove shall be and are hereby incorporated in the Section One as id said recitals were fully set forth herein.

SECTION TWO: The law firm of Tressler LLP is hereby authorized to file interventions in real property tax assessment proceedings on behalf of the Village of Bensenville. The Village of Bensenville shall only authorize intervention if (1) taxpayer is seeking a reduction in the assessment of property equal or greater than \$100,000 and (2) the Village of Bensenville, after consultation with Tressler LLP, determines that intervention is warranted in a particular case.

SECTION THREE: Tressler LLP shall report to the Village of Bensenville on the status of all tax assessment cases in which the Village of Bensenville has intervened at such intervals as the Village of Bensenville may request.

SECTION FOUR: Any policy or resolution of the Village of Bensenville which conflicts with the provisions of this resolution shall be and is hereby replaced to the extent of such conflicts.

SECTION FIVE: This resolution shall take effect upon its passage and approval in the manner provided by law.

PASSED AND APPROVED by the President and Board of trustees of the Village of Bensenville, Illinois, this _____ day of _____, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamson, Acting Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____



VILLAGE OF BENSENVILLE

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell III

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

DuPage County Board of Review

Jack T. Knuepfer Building

421 North County Farm Road

Wheaton, IL 60187

Village Manager

Michael J. Cassady

RE:

Ladies and Gentlemen:

I, Michael J. Cassady, specifically authorize Tressler LLP to appeal the above-mentioned case(s) on behalf of the Village of Bensenville.

Sincerely,

Michael J. Cassady

Village Manager



VILLAGE OF BENSENVILLE

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell III

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

Village Manager

Michael J. Cassady

Illinois Property Tax Appeal Board
Wm. G. Stratton Office Building
401 South Spring, Room 402
Springfield, IL 62706

RE:

Ladies and Gentlemen:

I, Michael J. Cassady, specifically authorize Tressler LLP to appeal the above-mentioned case(s) on behalf of the Village of Bensenville.

Sincerely,

Michael J. Cassady
Village Manager

TYPE: Ordinance

SUBMITTED BY: S. Viger DATE: 11.03.11

DESCRIPTION:

An Ordinance amending the various sections of the Municipal Code allowing for the restructuring of duties within the Village.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village
 Quality Customer Oriented Services
 Safe and Beautiful Village

Enrich the lives of Residents
 Major Business/Corporate Center
 Vibrant Major Corridors

COMMITTEE ACTION: Recommendation for approval

DATE: 11.08.11

BACKGROUND:

The Village Manager, staff and Counsel have reviewed the provisions of the Municipal Code as they pertain specifically to the processing of Business Licenses. In an effort to streamline and better provide quality services to our customers and tracking of Business Licenses staff has recommended amendments to the existing procedure embodied in the Municipal Code.

KEY ISSUES:

At the last AFL Committee meeting 10.18.11 the matter was remanded to staff to provide information on the process timing from start to finish. Two flow charts have been prepared illustrating the current and proposed process. The existing process averages about 11 business days, the proposed reduces the timeframe to six. The time savings are a result of the reduced number of "touches," transfers from department to department, and the MUNIS automated inspection scheduling. We believe that the single point of contact will be a benefit to our customers, as well as, providing ease of tracking for staff. The CED team has the manpower to efficiently enter the initial data into the system and to promptly respond to customer inquiries. In addition, MUNIS will track and measure the process the turn-around times and we will be able to accurately report the results of the process improvement to the Board.

ALTERNATIVES:

1. Motion to approve an Ordinance amending the Municipal Code.
2. Discretion of the Committee.

RECOMMENDATION:

Village staff and Counsel recommend approval of this Ordinance.

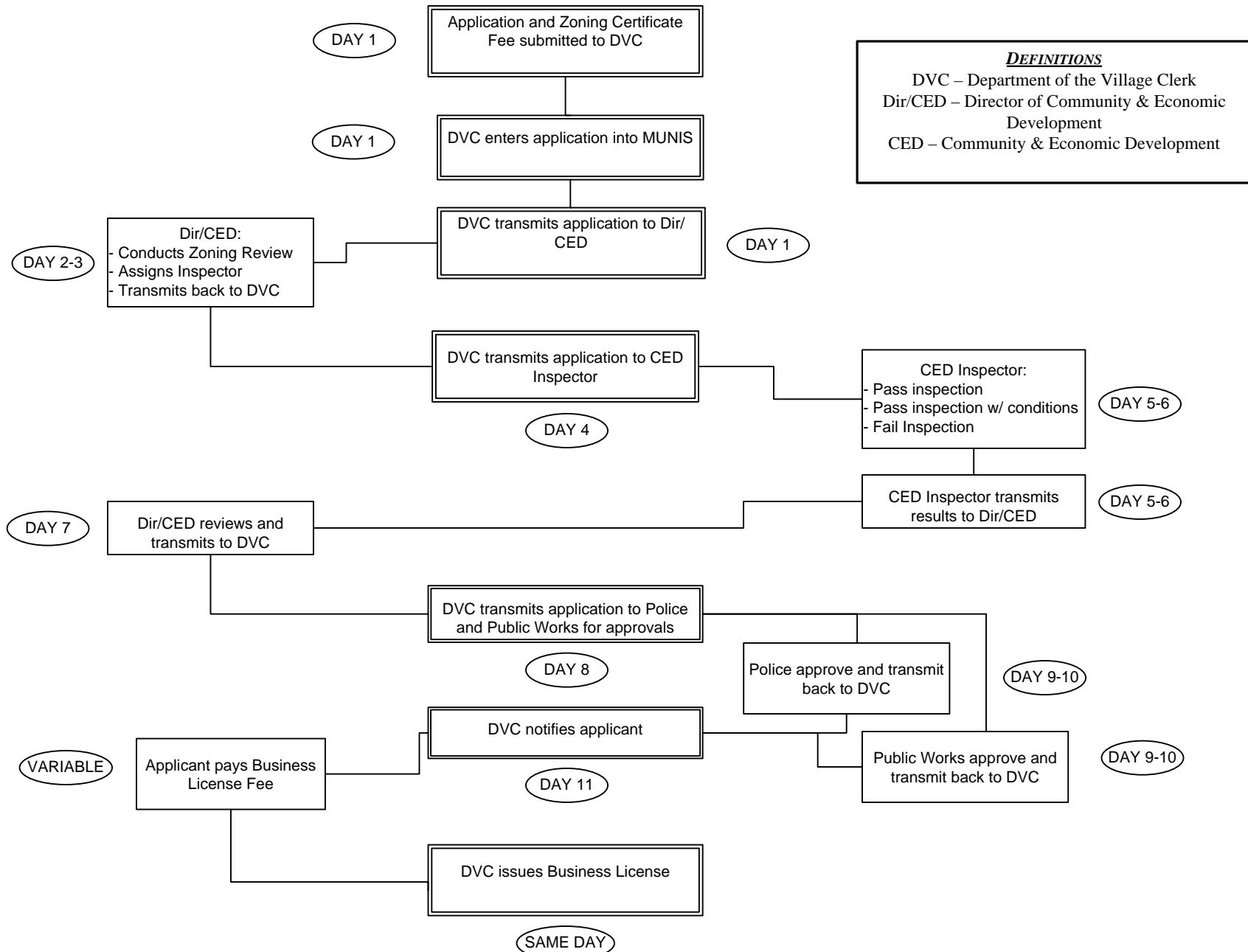
BUDGET IMPACT:

There is no immediate budget impact.

ACTION REQUIRED:

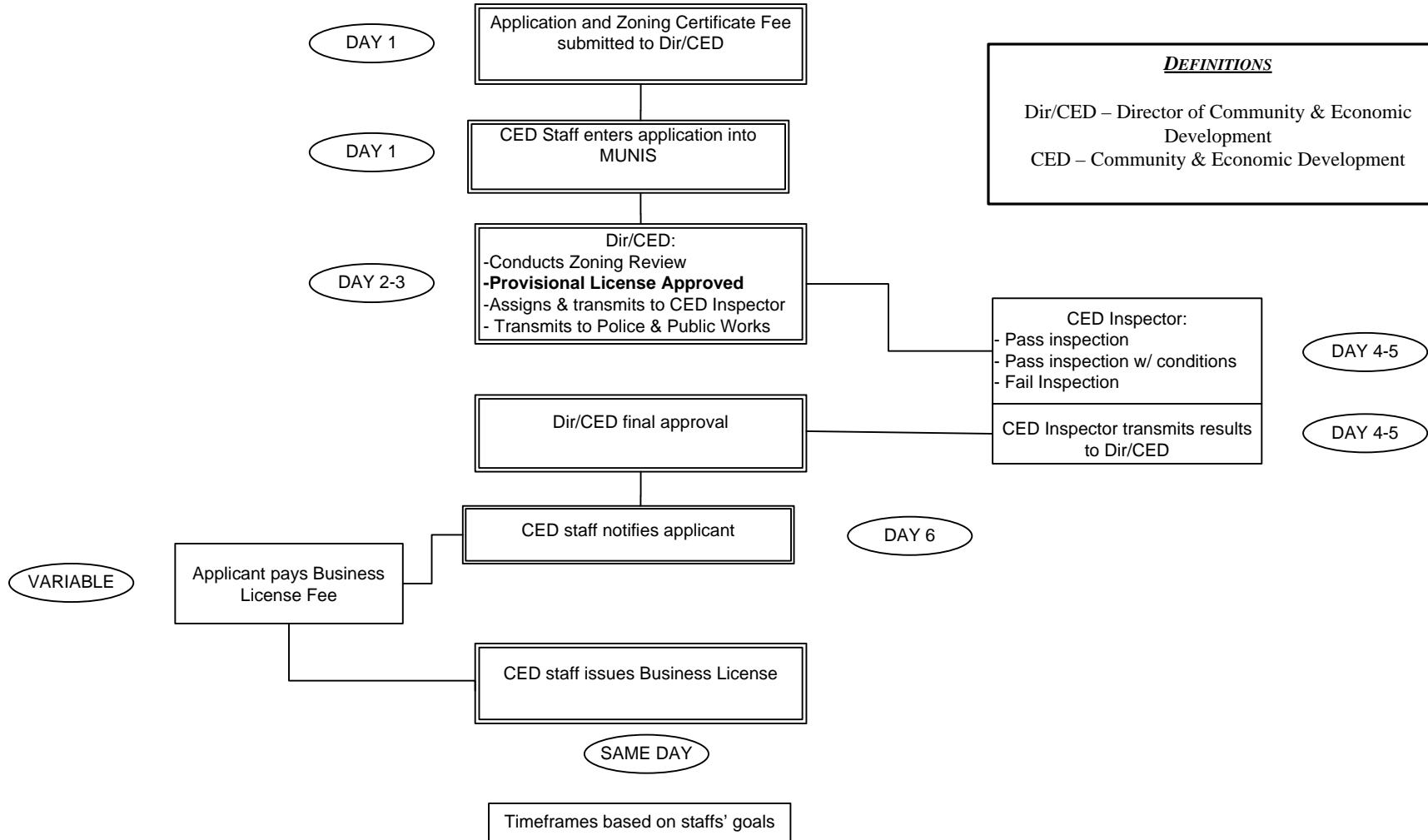
Approval of "An Ordinance Amending Specific Provisions Of The Bensenville Village Code Allowing For The Restructuring Of Duties Within The Village"

Existing Business License Procedure



Timeframes based on average of previous approvals from DVC

Proposed Business License Procedure



ORDINANCE NO. _____

**AN ORDINANCE AMENDING SPECIFIC PROVISIONS
OF THE BENSENVILLE VILLAGE CODE ALLOWING FOR THE
RESTRUCTURING OF DUTIES WITHIN THE VILLAGE**

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

WHEREAS, pursuant to powers granted under the Illinois Municipal Code, the Village has adopted various ordinances setting forth specific powers and duties of officers, employees and departments which are set forth in the *BENSENVILLE VILLAGE CODE* (hereinafter “Code”); and

WHEREAS, Village staff has reviewed the functions of the officers, employees and departments within the Village as set forth in the Code, to determine whether those functions and duties reflect the best management practices of the Village with a goal of providing the most efficient service to the residents and business community; and

WHEREAS, as a result of this review, the Village staff recommends that the office of Village Collector be eliminated and certain duties and functions of the office of Village Clerk and other officers as set forth in the Village Code be amended to delegate specific powers, duties and functions to departments which for best management practice are better able to serve the residents and business community; and

WHEREAS, the President and Board of Trustees are continually searching for ways to make the Village more efficient and responsive to the needs of its residents and business community, and has determined from its review of the staff proposal as set forth herein that the restructuring as recommended would be a benefit to the Village.

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

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

SECTION TWO: That the following Titles, Chapters and Sections of the Bensenville Village Code are hereby amended as follows:

**Title 1
ADMINISTRATIVE**

...

**Chapter 8
VILLAGE CLERK**

1-8-6: DEPUTY CLERK:

Deputy clerks shall be appointed by the village clerk to assist him/her in the performance of the duties of that office, at such compensation as shall be provided for in the annual budget. Notwithstanding the foregoing, in the event that the village clerk is incapacitated or said office is vacant, the village manager shall appoint a deputy clerk. In the absence of the Village Clerk, the deputy shall report to the village manager. (Ord. 67-2008, 5-20-2008)

...

**Chapter 9
VILLAGE COLLECTOR**

1-9-1: OFFICE CREATED; APPOINTMENT:

1-9-2: DUTIES:

1-9-3: COMPENSATION; BENEFITS:

1-9-1: OFFICE CREATED; APPOINTMENT:

~~There is hereby created the office of village collector, who shall be the~~

~~village clerk, deputy village clerk or such other person as may be appointed by the village president with the advice and consent of the board of trustees. (Ord. 76 2008, 9-9-2008)~~

1-9-2: DUTIES:

~~The village collector shall perform the duties and obligations required by law, including collection of accounts and maintenance of records and warrants, and such other duties as may be required by village ordinance. (Ord. 76 2008, 9-9-2008)~~

1-9-3: COMPENSATION; BENEFITS:

~~The collector shall be entitled to full benefits and compensation as provided for in the annual budget. In the event that the village clerk or deputy village clerk is appointed as collector, such person shall be entitled to the compensation for both such positions. (Ord. 76 2008, 9-9-2008)~~

...

**Title 3
BUSINESS REGULATIONS**

**Chapter 1
BUSINESS LICENSES; FEE SCHEDULE**

...

3-1-4: APPLICATION FOR LICENSE; TERM; CONDITIONS:

- A. License Required: Each commercial establishment in the village shall, before first commencing business in the village, file with the ~~village clerk~~ Community and Economic Development Department an application for a license. All commercial establishments in the village shall, before December 1 of each year, file applications for annual licenses for the following year.

Upon the filing of an application and the payment of the required fee as hereafter provided, the ~~village clerk, or personnel designated by the village clerk~~ shall cause to be issued a license to permit the operation of the commercial establishment for one license year commencing January 1 and terminating on December 31, subject to the following:

No license shall be issued on an application until an investigation of the commercial establishment has been made by the ~~Community and Economic Development Department~~; public works department; ~~fire department~~ and police department, and each department has certified to the ~~village clerk~~ Community and Economic Development Department that the commercial establishment and its owner are then in compliance with the ordinances of the village and the laws of the state.

- B. Change Of Business Name: When the name of a business changes, a new application must be completed and filed with the ~~village clerk~~ Community and Economic Development Department's office to update the records. Notice shall be given within forty eight (48) hours of such change.
- C. Transfer: Business licenses are not transferrable from one owner to another, one business to another, or from one location to another. A new application must be submitted to the ~~village clerk's office~~ Community and Economic Development Department.
- D. Provisional Licenses: If the ~~Community and Economic Development Department~~ determines that the applicant's proposed use is an office, commercial, or industrial use, and that the proposed use is an allowed use in the district in which said use will occur, the ~~village clerk~~ Community and Economic Development Department shall issue a provisional license without regard to whether the use or structure involved is otherwise in full compliance with all other provisions of the zoning ordinance. A provisional license shall otherwise be subject to the requirements and limitations of this section.

The issuance of a provisional business license shall not constitute an admission and/or certification of compliance with the zoning ordinance.

No commercial establishment shall receive a provisional business license for more than two (2) consecutive years. (Ord. 4-2003, 2-4-2003)

3-1-5: ENFORCEMENT:

The ~~chief of police~~ Director of the Community and Economic Development Department shall be the enforcement ~~officer~~ authority of the provisions of this licensing chapter. ~~Within thirty (30) days after license applications are to be filed under the provisions of this chapter, the~~ ~~village clerk~~ Community and Economic Development Department shall

~~maintain a : a list of all license applications received by the clerk; Community and Economic Development Department; b) a list of all licenses issued pursuant to said license applications; and c) a list of commercial establishments and businesses that, to the best of the clerk's it's knowledge and belief, are required to obtain a license under this chapter, but have submitted no application therefor. In addition to said lists, the books pertaining to licenses and records shall at all times be available for inspection by the chief of police or such personnel designated by the chief of police to aid in the enforcement of the provisions of this chapter.~~

~~The chief of police, or personnel designated by the chief of police, Director of the Community and Economic Development Department, or personnel designated by the Director of Community and Economic Development Department, shall take all necessary and appropriate action to compel compliance with the provisions of this chapter. The chief of police and any personnel designated by the chief of police shall be conservators of the peace with police powers for the purpose of enforcing the provisions of this chapter, and other village ordinances relating to the licensing of businesses and commercial enterprises. (Ord. 11-79, 4-5-1979)~~

...

3-1-9: VENDING MACHINES AND AUTOMATIC AMUSEMENT DEVICES:

- A. License Fees, Relocation: License fees for vending machines and automatic amusement devices shall be based on the individual vending machine and automatic amusement device and not on its location. Any licensed vending machine may be relocated within the village without the issuance of a new license; provided, that notice in writing is given to the ~~village clerk~~ Community and Economic Development Department of the relocation of the vending machine. (Ord. 49-96, 11-5-1996)
- B. Additional Fees: In addition to any other annual license fees paid, an annual license fee shall be paid for the following devices as set forth below:

All automatic vending machines (<u>other than those available for charitable purposes, which do not require a license</u>)	\$ 75.00 each
Coin operated jukebox	75.00 each

Automatic tobacco vending machines	100.00 each
Automatic amusement devices including pinball machines, and electronic games using video screens and electrical impulses, dart games or pool or billiard tables	150.00 each

(Ord. 29-2005, 4-30-2005)

- C. Late Fee Schedule: The due date and late fee schedule set forth in subsection [3-1-7H](#) of this chapter shall apply to all vending and jukebox license fees.

The license fee for each automatic amusement device shall be payable by December 15 of each year and subject to the following late fee schedule:

	<u>Fee</u>	<u>Additional Late Fee</u>
December 16 to December 31	\$100.00	\$25.00
Beyond January 1	100.00	50.00

(Ord. 49-96, 11-5-1996)

- D. Exceptions: In no event shall a license be issued for any automatic amusement device which device can be manipulated in such a manner that said device constitutes a gambling device, as defined in 720 Illinois Compiled Statutes 5/28 et seq. Such devices can include, but are not limited to, video poker machines and slot machines. The operation of any such automatic amusement devices anywhere within the village is prohibited. (Ord. 41-98, 7-7-1998)

3-1-10: RECORDS TO BE KEPT:

The ~~village clerk~~ Community and Economic Development Department, or such other officer as may be designated by the ~~village clerk~~ Village Manager, shall cause to be maintained a record of all commercial establishments and commercial licenses as from time to time may be deemed necessary for the purpose of classifying, inspecting, serving and licensing all commercial establishments in the village. (1976 Code § 31.07)

3-1-11: PROHIBITED CONDITIONS FOR LICENSING:

No license for the operation of a commercial establishment in the village shall be issued if one or more of the following conditions are determined by the ~~village clerk~~ Community and Economic Development Department or such other officer as may be designated by the ~~village clerk~~ Village Manager to exist:

- A. The building or premises of the commercial establishment does not comply with the provisions and terms of the building code, zoning ordinance, fire regulations, health regulations², or with all ordinances and regulations of the village.
- B. The building or premises of the commercial establishment is in a condition of being unsanitary or unsafe so as to endanger the public safety, health or welfare.
- C. The owner of the commercial establishment or such legal entity comprising the commercial establishment is indebted to the village. (1976 Code § 31.07)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1](#): See Titles 7, 6 and 4, respectively, of this Code.

[Footnote 2](#): See titles 9, 10, 7 and 6, respectively, of this code.

[Footnote 3](#): See [title 10](#) of this code.

...

3-1-14: FRONTAGE CONSENTS:

Whenever the consent of adjoining or neighboring owners is required as a prerequisite to the conduct of any business or occupation, or the location of any establishment, such consents must be obtained by securing the necessary signatures to a written consent petition. Such petition shall be filed with the ~~village clerk~~ Community and Economic Development Department when signed.

Consents once given and filed shall not be withdrawn and such petitions need not be renewed for the continuous conduct of the same business, whether by the same proprietor or not.

It shall be unlawful to forge any name to such a petition or to falsely represent that the names thereon have been properly placed thereon if such is not the fact. Each consent, when filed, shall be accompanied by the affidavit of the person securing the signatures that each signature appearing thereon was properly secured and written, and that the petition contains the necessary number of signatures required by ordinance.

The frontage consent requirements contained in this chapter shall not be construed as amending or changing any zoning ordinance³ or provision of the village; and no such provision shall be construed as permitting the erection of a structure or building, or the conduct of a business, or the commission of any act in any location where such structure, building, business or act is prohibited by any zoning ordinance of the village. (1976 Code § 31.06)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: See Titles 7, 6 and 4, respectively, of this Code.

Footnote 2: See Titles 9, 10, 7 and 6, respectively, of this code.

Footnote 3: See [Title 10](#) of this code.

...

Chapter 10 SCAVENGERS

...

3-10-2: APPLICATION FOR LICENSE; TERM:

Applications for such license shall be made to the Village Clerk Village Manager, and shall be referred to the Village President and Board of Trustees. No such license shall be issued except on order of the President and Board of Trustees.

No more than one such license shall be in force for the business of scavenger or garbage and yard waste for the RS-1, RS-2, RS-3 RS-4, RS-5, RA-1, RM-1, RM-2 and RM-3 Use Districts³ and living quarters in any

other zoning district. There shall be no limit on the number of licenses in other use districts.

Each license granted hereunder shall be for the term from January 1 until the following December 31. Any applicant for a license must pay the annual fee regardless of the time when the license is issued, and no refunds will be made and no fees will be prorated. (1976 Code § 14.07)

Footnotes - Click any footnote link to go back to its reference.
Footnote 1: For provisions concerning garbage and refuse, see [Title 6, Chapter 3](#) of this Code.

Footnote 2: See also subsection [3-1-7A](#) of this Title.

Footnote 3: See Title 10, Chapters 5 and 6 of this Code.

...

Chapter 18 GROUP HOMES

3-18-1: LICENSE REQUIRED:

It shall be unlawful for any person to operate, conduct or maintain a group home as defined in Section [3-18-2](#) of this Chapter, without possessing a current valid business license, which has not been revoked, suspended or surrendered. No such license shall be issued by the ~~Village Clerk~~ Community and Economic Development Department unless there is evidence of compliance with any other authority that regulates group homes, as well as, Section [3-18-6](#) of this Chapter and such other conditions as the Village may require. (Ord. 31-91, 11-19-1991)

...

3-18-3: LICENSING OF GROUP HOMES:

A. Application Fee: The application for a group home business license shall be made to the ~~Village Clerk~~ Community and Economic Development Department in the manner prescribed in Section [3-18-1](#) of this Chapter. Each initial application and renewal application shall contain the set fee structure as defined in Section [3-1-7](#) of this Title.

B. License Requirement And Number Of Residents:

1. License Requirement: Group home licenses shall follow regular business license codes as set forth by Sections [3-1-1](#) through [3-1-18](#) of this Title.

2. Number of Residents: The license when issued shall designate the maximum number of residents to be accommodated in the group home to which it applies, said number to be based on the applicable zoning, building and housing codes, and the fire prevention and life safety codes, and this number at no time shall be exceeded. Nothing in this subsection requires that a dwelling be made available to an individual whose tendency would constitute a direct threat to the health or safety of other individuals or whose tendency would result in substantial physical damage to the property of others.

3. Expiration: Each license, whether an original or renewal license, shall expire at the end of the calendar year on December 31, unless sooner revoked or surrendered.

4. Form Of Transferability: The licenses shall be issued on forms prescribed by the Village. Clerk. Licenses shall not be transferable either as to place or person. (Ord. 31-91, 11-19-1991)

...

3-18-5: REVOCATION OR NONRENEWAL OF LICENSE; APPEAL:

The Village may revoke or refuse to renew a license only in accordance with the terms set forth below. Revocation of a license shall be in addition to any other penalty that may be provided by law.

- A. The Village Manager, after notice of the applicant or licensee, may revoke or refuse to renew a license in any case in which the Director of Community and Economic Development finds any of the following:
 1. That the licensee is operating or maintaining the group home in violation of the requirements of this Chapter, the regulations promulgated pursuant to this Chapter or other ordinances or regulations of the Village;
 2. That the licensee engaged in fraud misrepresentation in obtaining the license;
 3. That the licensee or his agent has maltreated or abused any resident of such group home;

4. That the licensee or his agent is using practices inimical to the physical, mental or moral well-being of any resident of the group home; or
 5. That the licensee or his agent is operating or maintaining the group home in a manner constituting a breach of the public peace or a menace to the public health, safety, morals or welfare.
- B. Notice under this Section shall include a clear and concise statement of the grounds on which the revocation or nonrenewal is based, any rule or regulation that has been violated, and notice of the opportunity for a hearing under subsection C of this Section.
- C. If the licensee desires to contest the revocation or nonrenewal of the license, after the receipt of notice under subsection A of this Section, the licensee shall notify the Village Clerk Manager in writing of its request for a hearing before the Board of Trustees. The Village Clerk's Manager's office shall schedule a hearing and send a notice to the licensee of the date, time and place of such hearing.
- D. The effective date of the revocation of a license shall be the latter of: 1) ten (10) days after receipt of the notice under subsection A of this Section, where the licensee does not request a hearing before the Board of Trustees, or 2) where a hearing has been requested, the date of any final action by the Board of Trustees to revoke the license after a hearing. (Ord. 31-91, 11-19-1991)

...

Title 4 POLICE REGULATIONS

...

Chapter 4 MINORS¹

4-4-3: FIREARMS:

A. Definitions:

...

D. License To Deal In Firearms Procedure: Any dealer desiring to sell or rent firearms or ammunition shall make annual application to the ~~Village Clerk Director of Community and Economic Development Department~~ providing the following information:

1. The full name and address of the applicant; or if a corporation, the name thereof and its principal officers and their addresses;
2. The location(s) at which business shall be conducted;
3. The dealer shall be in compliance with all State and Federal regulations.

...

Title 9 BUILDING REGULATIONS

...

Chapter 2 BUILDING CODE

...

9-2-9: LOCATION OF TRAILERS:

It shall be unlawful for any person to maintain any housecar trailer for human habitation or mobile home within the village except in a licensed trailer park. Housecar trailers or mobile homes not for habitation may be granted temporary permits to park on private property for a period not to exceed ninety (90) days. The ~~village clerk Director of the Community and Economic Development Department~~ has the authority to grant such permits up to fourteen (14) days; all applications for longer periods must be approved by the village board. (Ord. 84-2010, 11-9-2010)

...

Chapter 11 NUMBERING BUILDINGS

...

9-11-9: OBLIGATION TO NUMBER:

It is hereby made the duty of the owner, agent or person in possession of

any building in the village to number it in the manner herein provided. If the owner or occupant of any building required to be numbered shall neglect to attach and maintain the proper number on such building, the ~~village clerk~~ Director of Community and Economic Development Department shall serve upon him a notice requiring such owner or occupant to properly number the same, and if he neglects to do so for the period of ten (10) days after the service of such notice, he shall be deemed to have violated this chapter. Upon conviction thereof, he shall be fined not less than five dollars (\$5.00) nor more than ten dollars (\$10.00), together with the cost of prosecution, and a separate offense, shall be deemed committed for each day that a violation continues to exist. (Ord. 84-2010, 11-9-2010)

...

Title 11 SUBDIVISION REGULATIONS

Chapter 1 GENERAL PROVISIONS

...

11-1-2: DEFINITIONS:

The language set forth in the text of this Title shall be interpreted in accordance with the following rules of construction:

The singular number includes the plural and the plural the singular;

The present tense includes the past and future tenses and the future the present;

The word "shall" is mandatory, while the word "may" is permissive;

The masculine gender includes the feminine and neuter;

Whenever a word or term defined hereinafter appears in the text of this Title, its meaning shall be construed as set forth in the definition thereof; and any word appearing in parenthesis directly after a word herein defined shall be construed in the same sense as that word.

The following words and terms, wherever they occur in this Title, shall be construed as herein defined.

...
COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR: The appointed official of the Village Manager serving as the Director of Community and Economic Development.

...
DIRECTOR OF PUBLIC WORKS: The appointed official of the Village Board Manager serving as the Director of Public Works.

...
FINANCIAL GUARANTEE: Either a completion or performance surety bond, irrevocable letter of credit or cash deposit to be provided by the subdivider or owner, approved as to form by the Village Attorney in amounts by the Village Engineer.

...
Chapter 3
SUBDIVISION PROCEDURES

...
11-3-4: PLANS AND SPECIFICATIONS FOR LAND IMPROVEMENTS:

- A. After the approval of the preliminary plat by the Community Development Commission and prior to filing an application for approval for a final plat, the subdivider shall submit to the Community and Economic Development Department (in the number or copies so required) ~~the Director of Public Works, Director of Community Development, Village Engineer, Village Clerk, Fire Chief and Police Chief~~, preliminary plans and specifications, prepared by a professional engineer, for required land improvements and, if required by the Community Development Commission, detailed grading plans of lots and blocks. ~~The Director of Public Works, Director of Community Development, Village Engineer, Village Clerk, Fire Chief and Police Chief shall approve such preliminary plans and specifications or set forth the revisions necessary for approval.~~
- B. Based upon the conditions of approval of the preliminary plans and specifications, the subdivider shall have final plans and specifications covering such required land improvements prepared

by a professional engineer. Such construction plans and specifications shall be approved by the Village Engineer and such approval certified on the final plat. (Ord. 11-86, 4-17-1986)

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 27th day of September, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT _____

TYPE: Proclamation **SUBMITTED BY:** President Soto **DATE:** November 3, 2011

DESCRIPTION: Proclamation Honoring Mohawk School: National Blue Ribbon Schools Day.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

DATE:

BACKGROUND:

President Soto will be recognizing Mohawk School for being one of 304 nationally to receive the Blue Ribbon Schools Award for overall academic excellence and for closing the achievement gap. Only nineteen schools received this honor in the State of Illinois this year.

President Soto will proclaim that November 16, 2012 will be officially called the Mohawk School National Blue Ribbon Schools Day.

PROCLAMATION
honoring
MOHAWK SCHOOL
NATIONAL BLUE RIBBON SCHOOLS DAY

WHEREAS, The U.S. Department of Education has awarded 304 schools as 2011 National Blue Ribbon Schools winners based on their overall academic excellence or for their success in closing achievement gaps; and,

WHEREAS, Mohawk School is being recognized as one of only 19 schools in Illinois and only three in DuPage County; and,

WHEREAS, Mohawk Principal Madelyn DiRienzo-Devers and a teacher Jean Walsh will attend the National Blue Ribbon School Conference and Awards ceremony, November 14 and 15 in Washington, D.C.; and,

WHEREAS, Mohawk School has achieved Adequate Yearly Progress for seven years in a row and has closed the achievement gap among at-risk students; and,

WHEREAS, this is the first National Blue Ribbon award ever received by any Bensenville school; and,

WHEREAS, schools are the foundation of a solid and stable family community; now,

NOW, THEREFORE, I, Frank Soto, President of the Village of Bensenville, do hereby proclaim November 16, 2011 will officially be called

Mohawk School National Blue Ribbon Schools Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Bensenville to be affixed this _____ day of _____ of the year of 2011.

Corey Williamsen
Deputy Village Clerk

Frank Soto
Village President

TYPE: Resolution **SUBMITTED BY:** Village Attorney **DATE:** 11/01/2011

DESCRIPTION: Adopt the Resolution authorizing the execution of a Limited Environmental Indemnity Agreement and Highway Authority Agreement for 4 W. Irving Park Road, Shell Gas Station

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: N/A

DATE:

BACKGROUND:

Several months ago Shell Gas Station at 4 W. Irving Park Road approached the Village regarding obtaining a Highway Authority Agreement (HAA). A HAA is required by the Illinois Environmental Protection Agency (IEPA) when contaminants might affect the soil on a right-of-way controlled by the Illinois Department of Transportation (IDOT).

KEY ISSUES:

Legal counsel reviewed the original request and informed Shell that they could not recommend approval without a separate agreement indemnifying the Village of any liabilities stemming from possible contaminants in the soil. Under the HAA the Village agrees to impose reasonable controls that limit access to the soil. The Village may be fined by the IEPA if the Village allows access to the soil that is otherwise prohibited by the HAA. Similarly, if the IEPA fines the property owner for the Village's breach of the HAA, then the property owner may have an action case against the Village.

Shell has provided the indemnification document. Counsel confirms that the HAA and indemnification contract protect the Village's interest and recommend their approval.

ALTERNATIVES:

Village Board discretion

RECOMMENDATION:

Staff recommends adoption of the Resolution approving the Indemnification Contract and Highway Authority Agreement

BUDGET IMPACT:

None

ACTION REQUIRED:

Adoption of the Resolution authorizing the execution of a Limited Environmental Indemnity Agreement and a Highway Authority Agreement for 4 West Irving Park Road, Shell Gas Station.

Resolution No.

**Authorizing the Execution of a
Limited Environmental Indemnity Agreement and a
Highway Authority Agreement for
4 W. Irving Park Road, Shell Gas Station**

WHEREAS the Shell Gas Station approached the Village requesting a Highway Authority Agreement for the property located at 4 W. Irving Park Road, and

WHEREAS the Highway Authority Agreement is a mechanism approved by the Illinois Environmental Protection Agency to impose reasonable controls over the soil located on the premises, and

WHEREAS at the request of the Village, Shell Gas Station has provided an additional Indemnity Agreement to protect the Village from additional liabilities that may stem from possible contaminants in the soil.

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 execution of Limited Environmental Indemnity Agreement and a Highway Authority Agreement for 4 W. Irving Park Road, Shell Gas Station.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Memo

To: Joe Caracci, Director of Public Works

From: Patrick Bond and Scott Hadala

Date: 10/5/11

Re: Bensenville - Highway Authority Agreement 4 West Irving Park Road,
Bensenville, IL

As you may be aware, several months ago Shell Gas Station (“Shell”), located on the corner of 4 West Irving Park Road, contacted us regarding obtaining a Highway Authority Agreement (“HAA”). We have reviewed a Highway Authority Agreement (“HAA”) and an Environmental Indemnity Agreement (“Indemnity Agreement”). We recommend that the Village execute both Agreements.

A HAA is required by the Illinois Environmental Protection Agency (“EPA”) when containments might affect the soil on a right-of-way controlled by the Illinois Department of Transportation (“IDOT”). The HAA must conform with the requirements of the Illinois Administrative Code, 35 Ill. Adm. Code 742.1020(b). Indeed, Appendix D of the Administrative Code contains a HAA template. HAA submitted to the EPA must match the form and contain the substance of the template found in Appendix D. In this case, the proposed HAA from Shell is identical to the HAA template found in Appendix D.

We informed Shell that the Village would not execute an HAA unless Shell drafted a separate agreement indemnifying (the Indemnity Agreement) the Village of any liabilities stemming from possible contaminants in the soil. Under the HAA the Village agrees to impose reasonable controls that limit access to the soil. The Village may be fined by the EPA if the Village allows access to the soil that is otherwise prohibited by the HAA. Similarly, if the EPA fines the property owner for the Village’s breach of the HAA then the property may have an action against the Village.

Shell has forwarded signed copies of the Indemnity Agreement and the HAA. We have reviewed the Indemnity Agreement and find that the Agreement protects the Village’s interest.

Therefore, the Village may execute the Indemnity Agreement and the HAA.

LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT

This LIMITED ENVIRONMENTAL INDEMNITY AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2011, by Equilon Enterprises LLC d/b/a Shell Oil Products US ("Indemnitor") and the Village of Bensenville, DuPage County, Illinois (the "Village").

RECITALS

A. **WHEREAS**, Indemnitor was the former owner of certain real property located at 4 W. Irving Park Rd., Bensenville, IL (the "Property") and legally described in Exhibit A; and

B. **WHEREAS**, an underground storage tank system, as defined in 40 CFR Part 280 or supplanting federal regulations, owned by Indemnitor or its predecessor in interest ("UST System"), was present on the Property; and

C. **WHEREAS**, releases to the environment of petroleum hydrocarbons, including gasoline additives, has occurred in the past at the Property. Used/waste oil and hydraulic oil may be present on the Property. (All of the previously mentioned compounds and those identified in TACO modeling calculations for the groundwater contamination identified at the Property are hereby collectively referred to as "**Compounds of Concern**"). As a result of said releases, the groundwater at the Property contains detectable concentrations of Compounds of Concern. The groundwater impacted by Compounds of Concern extends beyond the Property. The Illinois Emergency Management Agency has assigned incident numbers 20081059 to the releases at the Property (the "**Incident**"); and

D. **WHEREAS**, Indemnitor desires to limit any potential threat to human health from groundwater impacted with the Compounds of Concern and has requested that the Village enact a highway authority agreement ("**HAA**") that would impose requirements on individuals or entities who would work in the area subject to the HAA. The HAA shall be referred to herein as an "**Institutional Control**." The proposed HAA is attached hereto as Exhibit B. The area subject to this Agreement shall be the area in, under and adjacent to the Property which is within the jurisdiction of the Village as described and set forth within the HAA (the "**Institutional Control Area**") over which the Village has jurisdiction

NOW, THEREFORE, in consideration of the terms and covenants contained herein including the recitals set forth hereinbefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Agreement is not binding upon the Village until it is executed by the undersigned representative of the Village and, prior to execution, this Agreement constitutes an offer by Indemnitor. The duly authorized representative of Indemnitor has signed this Agreement, and this Agreement is binding upon Indemnitor, its successors and assigns.

2. The Village agrees that it will adopt the Institutional Control provided, however, that if the Village does not adopt the Institutional Control or rescinds the Institutional Control, this

Agreement shall be deemed null and void, and Indemnitor shall have no other remedy against the Village. Nothing contained in this Agreement shall be construed as an admission of liability by Indemnitor for any environmental condition at or adjacent to the Property but, if approved by the Village, Indemnitor will undertake the activities set forth herein irrespective of this non admission. No breach by the Village, its agents, trustees, employees and its successors in interest of a provision of this Agreement is actionable in law or equity by Indemnitor against the Village, and Indemnitor hereby releases the Village and Village Affiliates (as defined below) from any cause of action it may have against them arising under this Agreement or Environmental Laws (as defined below), regulations or common law.

3. Indemnitor on behalf of itself, its successors and assigns shall covenant and agree, at its sole cost and expense, to indemnify, defend and hold the Village and the Village's former, current and future officials, trustees, officers, servants, employees, agents, successors and assigns (collectively "**Village Affiliates**"), both in their capacities as Village representatives and as individuals, harmless from and against any loss, actions, responsibilities, obligations, liability, damage (whether direct or consequential), expenses, claims (whether asserted or unasserted, direct or indirect, existing or inchoate, known or unknown, having arisen or to arise in the future), penalties, fines, injunctions, suits (including but not limited to suits alleging or related to personal injury and/or death), proceedings, disbursements or expenses (including, without limitation, attorneys' and experts' fees and disbursements and court costs) (collectively, the "**Liabilities**"), arising under or relating to any Environmental Laws (as defined below), or any other Liabilities which may be incurred by or asserted against any of the Village Affiliates resulting or arising from, alleged to arise from, or caused by, in whole or in part, from the presence of Hazardous Material (as defined below) on, in or from the Property (including the groundwater thereunder) and/or any condition of any property (including groundwater) or surface water alleged to have been caused by the migration, transportation, release or threatened release of Hazardous Materials on or from the Property as a result of .

Indemnitor shall assume the defense of all suits, administrative proceedings and disputes of any description with all persons, entities, political subdivisions or government agencies arising out of the matters to be indemnified under this Agreement. Indemnitor shall pay, promptly upon entry, any nonappealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlements arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the Village or any Village Affiliate, at their sole discretion, may proceed to file suit against the Indemnitor to compel such payment. Indemnitor also agrees that it will not settle or compromise any action, suit or proceeding with the Village's prior written consent, which consent shall not be unreasonably withheld.

For purposes of this Agreement, "**Hazardous Materials**" means and includes Compounds of Concern or those chemicals or substances which are or were commonly used at The Property which are defined as hazardous, special or toxic materials, substances or waste under any Environmental Law. "**Environmental Laws**" collectively means and includes any present and future local, state, federal or international law, statute, ordinance, order, decree, rule, regulation or treaty relating to public health, safety or the environment (including those laws relating to releases, discharges, emissions or disposals to air, water, land or groundwater, to the withdrawal or use of

groundwater, to the use, handling, storage, disposal, treatment, transportation or management of Hazardous Materials) including, without limitation, the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. §6901, *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601, *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §1801, *et seq.*, the Clean Water Act, 33 U.S.C. §1251, *et seq.*, the Clean Air Act, as amended, 42 U.S.C. §7401, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, the Safe Drinking Water Act, 42 U.S.C. §300f, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. §655, *et seq.*, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136, *et seq.*, the National Environmental Policy Act, 42 U.S.C. §4321, *et seq.*, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001, *et seq.*, and the Illinois Environmental Protection Act, and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder.

In addition to the indemnity provided above, if the Village or Village Affiliates encounter Hazardous Materials while working in, on or under the Institutional Control Area or encounter Hazardous Materials migrating from the Property, if deemed required to protect the public health or the environment, the Village has the right to remove contaminated soil or groundwater above Tier 1 residential remediation objectives (as set forth in the Tiered Approach to Cleanup Objectives, Title 35, Part 742) from the area it is working and intends to do work and to dispose of them as it deems appropriate not inconsistent with applicable Environmental Laws so as to avoid causing a further release of the Hazardous Materials and to protect human health and the environment. If Hazardous Materials are found anywhere within the boundaries of the proposed Institutional Control, there is a rebuttable presumption that the Hazardous Materials migrated from and are attributable to the Property.

Prior to taking any action noted above, the Village will first give Indemnitor not less than sixty (60) days prior written notice, unless there is an emergency or an immediate threat to the health or safety to any individual or to the public, that it intends to perform a site investigation and remove or dispose of contaminated soil or groundwater to the extent necessary for its work. Failure to give notice is not a violation of this Agreement. The removal or disposal shall be based upon the site investigation (which may be modified by field conditions during excavation), which Indemnitor may review or may perform. If practicable, Indemnitor shall be allowed to remove and dispose of the contaminated soil and/or groundwater necessary for the Village's work in advance of that work. In any event, Indemnitor shall reimburse the reasonable incremental costs incurred by the Village to perform the site investigation and to dispose of any contaminated soil or groundwater. The parties understand and agree that the Village's soil and groundwater removal will be in conjunction and/or associated with other work being done by the Village in, on, under or near the Property, and part of the purpose of this paragraph is that if the Village encounters contaminated soil and/or groundwater while working on its utilities, or on a municipal project or otherwise, it will not be responsible in any way for the cost associated with encountering, removing and/or disposing of the contaminated soil and/or groundwater. In addition, it is specifically understood and agreed between the parties that the Village will not be identified at any time, in any place, document or manifest as the owner, generator or transporter of contaminated soil or groundwater taken from the Property. If asked, Indemnitor will cooperate with the Village in the removal and disposal of such soil and groundwater

and will sign all necessary documents and manifests for the proper transportation and disposal of the soil and/or groundwater.

4. This Agreement is intended by the parties hereto to be limited to claims, costs, expenses, causes of action, penalties, Liabilities, losses and damages actually sustained and incurred by the Village Affiliates or for which the Village Affiliates are found to be legally liable that arise as a consequence of Hazardous Materials that were released or alleged to be released into the environment from the Incident on the Property within the Institutional Control Area.

5. Any notice required or permitted to be given to either party shall be deemed to be received by such party (i) three (3) days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (ii) one (1) business day after deposit with a nationally recognized overnight delivery service guaranteeing next business day delivery, or (iii) upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained, or (iv) on the same business day as transmitted and confirmed by telecopy provided that a confirmation copy is concurrently deposited in United States Certified or Registered Mail, Return Receipt Requested. Such notices shall be addressed to the parties at the following addresses:

If to Indemnitor: John Robbins
Environmental Program Manager
Shell Oil Products US
20945 S. Wilmington Avenue
Carson CA 90810
Phone: 815-468-8824
Fax: 713-423-0544

If to the Village: Village President
Village of Bensenville
12 S. Center St.
Bensenville, IL 60106
Phone:

or to the parties at such other addresses or telecopy numbers as they may designate by notice to the other party as herein provided.

6. This Agreement has been made and delivered in Illinois and shall be construed according to and governed by the internal laws of the State of Illinois without regard to its conflict of law rules. If any provision hereof shall be held invalid, prohibited or unenforceable under any applicable laws of any applicable jurisdiction, such invalidity, prohibition or unenforceability shall be limited to such provision and shall not affect or invalidate the other provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction, and to that extent, the provisions hereof are severable. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

7. Failure of the Village to require performance of any provision of this Agreement shall not affect the Village's right to require full performance thereof at any time thereafter, and the waiver by

the Village of a breach of any provision of this Agreement shall not constitute or be deemed a waiver of a similar breach in the future, or any other breach, or nullify the effectiveness of such provisions of this Agreement. The rights and remedies of the Village of this Agreement are cumulative. The exercise or use of any one or more thereof shall not bar the Village from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any right or remedy by the Village waive any other right or remedy.

8. This Agreement shall be binding upon the Indemnitor and the successors and assigns for so long as the Institutional Control is required by Indemnitor as an Institutional Control as defined by the Environmental Laws. Provided, however, Indemnitor's duty to indemnify Village shall survive if the Liabilities are incurred during the effective period of the Institutional Control for a period of five years. No transfer of Indemnitor's rights or obligations hereunder shall be made without the prior written approval of the Village's Board of Trustees, which approval shall not be unreasonably withheld or conditioned.

9. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may not be amended, modified, revised, supplemented or restated except by a writing signed by each of the parties hereto. In construing this Agreement or determining the rights of the parties hereunder, no party shall be deemed to have drafted or created this Agreement or any portion thereof.

10. The executing representatives of the parties to this Agreement represent and certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind that party to it.

IN WITNESS WHEREOF, the parties have executed this Limited Environmental Indemnity Agreement as of the day, month and year first above written.

VILLAGE OF BENSENVILLE

By: _____

Name: _____

Title: _____

**EQUILON ENTERPRISES LLC d/b/a
SHELL OIL PRODUCTS US**

By: John Robbins

Name: John Robbins

Title: Environmental Program Manager

EXHIBIT A

PARCEL 1:

LOTS 1 AND 30 IN BLOCK 1 IN HOMESTEAD, BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE ABOVE DESCRIBED LOTS THAT PART OF SAID LOT 30 LYING EAST OF A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 14, AND EXCEPTING FROM SAID LOT 1 THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 7.05 FEET TO A POINT ON A LINE 40.0 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14; THENCE NORTH ALONG SAID PARALLEL LINE 110.192 FEET; THENCE NORTH 39 DEGREES 05 MINUTES 57 SECONDS WEST, 57.273 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5,689.65 FEET, CCNVEX TO THENORTH A DISTANCE OF 141.65 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, 6.98 FEET SOUTH CF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHALONG SAID WEST LINE 6.98 FEET TO SAID NORTHWEST CORNER OF LOT 1; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID THE PLACE OF BEGINNING) IN DUPAGE COUNTY, ILLINOIS

PARCEL 2

THE EAST $\frac{1}{2}$ OF THE VACATED ALLEY LYING WEST AND ADJOINING LOT 1 INHOMESTEAD, BENSENVILLE BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS

Tax Parcel ID No(s). 03-14-213-047; and 03-14-213-018
Address: 4 W. Irving Park Rd., Bensenville, IL 60106-2108

EXHIBIT B

VILLAGE OF BENSENVILLE HIGHWAY AUTHORITY AGREEMENT

HIGHWAY AUTHORITY AGREEMENT

This Agreement is entered into this _____ day of _____, 2011 pursuant to 35 Ill. Adm. Code 742.1020 by and between Equilon Enterprises LLC d/b/a Shell Oil Products LLC ("Owner/Operator") and (2) Village of Bensenville, Illinois ("Highway Authority"), collectively known as the "Parties."

WHEREAS, Equilon Enterprises LLC d/b/a Shell Oil Products LLC is or was the owner or operator of one or more leaking underground storage tanks presently or formerly located at 4 W. Irving Park Rd., Bensenville, Illinois (the "Site");

WHEREAS, as a result of one or more releases of contaminants at the above referenced Site "(the "Release"), soil and/or groundwater contamination at the Site exceeds the Tier I residential remediation objectives of 35 Ill. Adm. Code 742;

WHEREAS, the soil and/or groundwater contamination exceeding Tier 1 residential remediation objectives extends or may extend into the Highway Authority's right-of-way;

WHEREAS, the Owner/Operator or Property Owner is conducting corrective action in response to the Release;

WHEREAS, the Parties desire to prevent groundwater beneath the Highway Authority's right-of-way that exceeds Tier I remediation objectives from use as a supply of potable or domestic water and to limit access to soil within the right-of-way that exceeds Tier I residential remediation objectives so that human health and the environment are protected during and after any access;

NOW, THEREFORE, the Parties agree as follows:

1. The recitals set forth above are incorporated by reference as if fully set forth herein
2. The Illinois Emergency Management Agency has assigned incident number 20081059 to the Release.
3. Attached as Exhibit A is a scaled map(s) prepared by the Owner/Operator that shows the Site and surrounding area and delineates the current and estimated future extent of soil and groundwater contamination above the applicable Tier I residential remediation objectives as a result of the Release.
4. Attached as Exhibit B is a table(s) prepared by the Owner/Operator that lists each contaminant of concern that exceeds its Tier I residential remediation objective, its Tier I residential remediation objective and its concentrations within the zone where Tier I residential remediation objectives are exceeded. The locations of the concentrations listed in Exhibit B are identified on the

map(s) in Exhibit A.

5. Attached as Exhibit C is a scaled map prepared by the Owner/Operator showing the area of the Highway Authority's right-of-way on York Road which is adjacent to the Site that is governed by this agreement ("Right-of-Way"). Because Exhibit C is not a surveyed plat, the Right-of-Way boundary may be an approximation of the actual Right-of-Way lines. Because the collection of samples within the Right-of-Way is not practical, the Parties stipulate that, based on modeling, soil and groundwater contamination exceeding Tier I residential remediation objectives does not and will not extend beyond the boundaries of the Right-of-Way.
6. The Highway Authority stipulates it has jurisdiction over the Right-of-Way that gives it sole control over the use of the groundwater and access to the soil located within or beneath the Right-of-Way.
7. The Highway Authority agrees to prohibit within the Right-of-Way all potable and domestic uses of groundwater exceeding Tier I residential remediation objectives.
8. The Highway Authority further agrees to limit access by itself and others to soil within the Right-of-Way exceeding Tier I residential remediation objectives. Access shall be allowed only if human health (including worker safety) and the environment are protected during and after any access. The Highway Authority may construct, reconstruct, improve, repair, maintain and operate a highway upon the Right-of-Way, or allow others to do the same by permit. In addition, the Highway Authority and others using or working in the Right-of-Way under permit have the right to remove soil or groundwater from the Right-of-Way and dispose of the same in accordance with applicable environmental laws and regulations. The Highway Authority agrees to issue all permits for work in the Right-of-Way, and make all existing permits for work in the Right-of-Way, subject to the following or a substantially similar condition: As a condition of this permit the permittee shall request the office issuing this permit to identify sites in the Right-of-Way where a Highway Authority Agreement governs access to soil that exceeds the Tier I residential remediation objectives of 35 Ill. Adm. Code 742. The permittee shall take all measures necessary to protect human health (including worker safety) and the environment during and after any access to such soil.
9. This agreement shall be referenced in the Illinois Environmental Protection Agency's (the "Agency") no further remediation determination issued for the Release.
10. The Agency shall be notified of any transfer of jurisdiction over the Right-of-Way at least 30 days prior to the date the transfer takes effect. This agreement shall be null and void upon the transfer unless the transferee agrees to be

bound by this agreement as if the transferee were an original party to this agreement. The transferee's agreement to be bound by the terms of this agreement shall be memorialized at the time of transfer in a writing ("Rider") that references this Highway Authority Agreement and is signed by the Highway Authority, or subsequent transferor, and the transferee.

11. This agreement shall become effective on the date the Agency issues a no further remediation determination for the Release. It shall remain effective until the Right-of-Way is demonstrated to be suitable for unrestricted use and the Agency issues a new no further remediation determination to reflect there is no longer need for this agreement, or until the agreement is otherwise terminated or voided.
12. In addition to any other remedies that may be available, the Agency may bring suit to enforce the terms of this agreement or may, in its sole discretion, declare this agreement null and void if any of the Parties or any transferee violates any term of this agreement. The Parties or transferee shall be notified in writing of any such declaration.
13. This agreement shall be null and void if a court of competent jurisdiction strikes down any part or provision of the agreement.
14. This agreement supersedes any prior written or oral agreements or understandings between the Parties on the subject matter addressed herein. It may be altered, modified or amended only upon the written consent and agreement of the Parties.
15. Any notices or other correspondence regarding this agreement shall be sent to the Parties at following addresses:

Manager, Division of Remediation Management Property Owner or Owner/Operator

Bureau of Land	John Robbins
Illinois Environmental Protection Agency	Equilon Enterprises LLC
Environmental Program Manager	d/b/a Shell Oil Products US
P.O. Box 19276	20945 S. Wilmington Avenue
Springfield, IL 62974-9276	Carson CA 90810
	Phone: 815-468-8824
	Fax: 713-423-0544

Highway Authority
Village of Bensenville
12 South Center St.
Bensenville, IL 60106
ATTN: Village President

IN WITNESS WHEREOF, the Parties have caused this agreement to be signed by their duly authorized representatives.

VILLAGE OF BENSENVILLE

Date: _____, 2011

By:

Its:

Owner/Operator

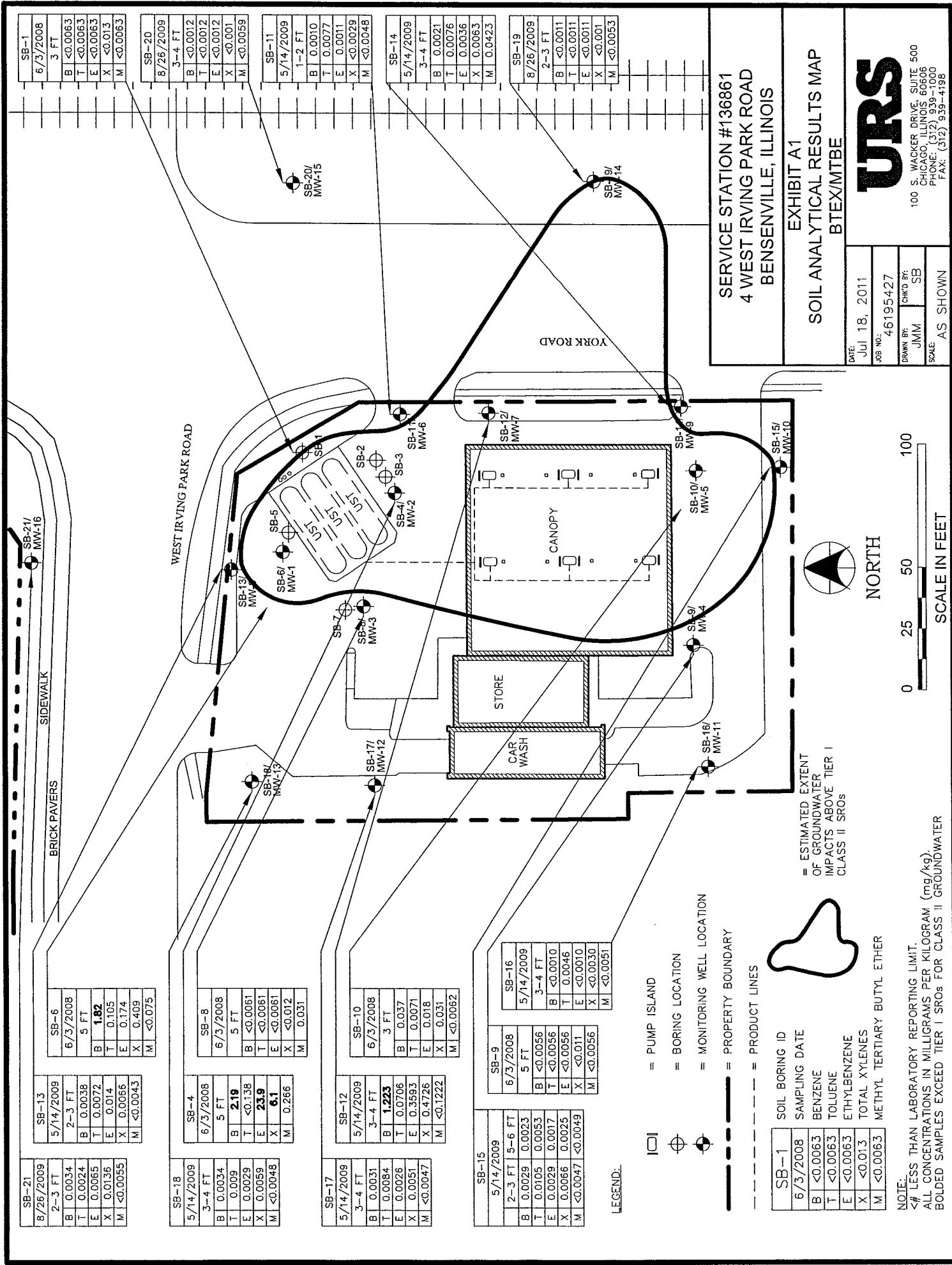


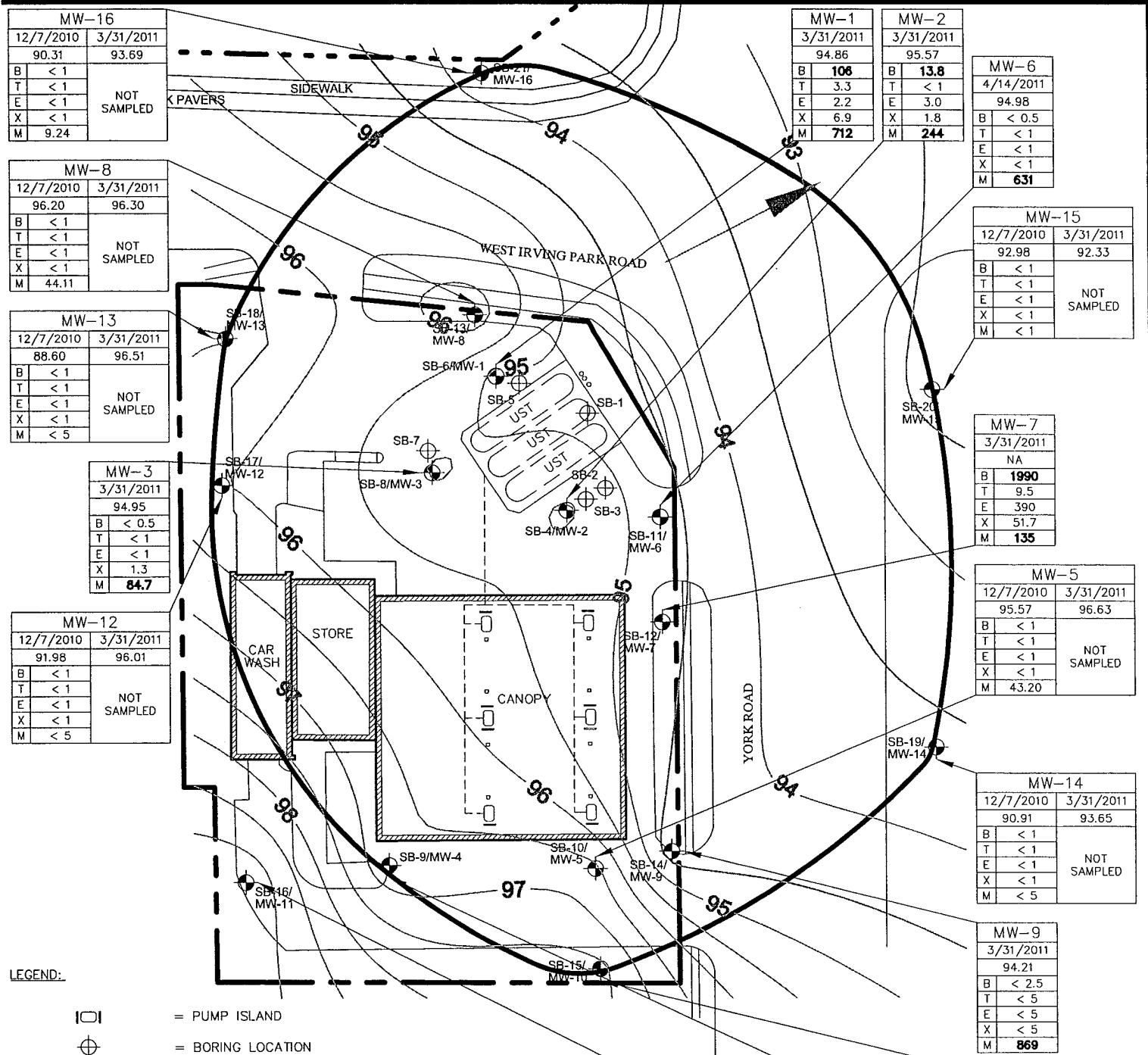
Date: _____, 2011

By: John Robbins

Title: Environmental Program Manager

EXHIBIT A





MW-1		WELL NUMBER
12/7/2010	3/31/2011	SAMPLING DATE
94.86		GROUNDWATER ELEVATION (FT)
B 108		BENZENE
T 3.3		TOLUENE
E 2.2		ETHYLBENZENE
X 6.9		TOTAL XYLENES
M 712		METHYL TERTIARY BUTYL ETHER

NOTE: <# LESS THAN LABORATORY REPORTING LIMIT.

GROUNDWATER ANALYTICAL RESULTS ARE IN MICROGRAMS PER LITER (µg/L).
 BOLDED SAMPLES EXCEED TIER I GROS FOR CLASS II GROUNDWATER
 GROUNDWATER CONTOURS WERE GENERATED USING MARCH 31, 2011 DATA.

0 25 50 100

NORTH

SCALE IN FEET

MW-11	
12/7/2010	3/31/2011
92.55	99.48
B < 1	
T < 1	
E < 1	
X < 1	
M < 5	

MW-4	
12/7/2010	3/31/2011
94.55	96.61
B < 1	
T < 1	
E < 1	
X < 1	
M < 5	

MW-10	
12/7/2010	3/31/2011
91.22	97.63
B < 1	
T < 1	
E < 1	
X < 1	
M < 5	

SERVICE STATION #136861
4 WEST IRVING PARK ROAD
BENSENVILLE, ILLINOIS

EXHIBIT A2
GROUNDWATER ANALYTICAL RESULTS MAP
BTEX/MTBE

DATE: Jul 15, 2011	JOB NO.: 46195427
DRAWN BY: JMM	CHK'D BY: GG
SCALE: AS SHOWN	

URS
 100 S. WACKER DRIVE, SUITE 500
 CHICAGO, ILLINOIS 60606
 PHONE: (312) 939-1000
 FAX: (312) 939-4198

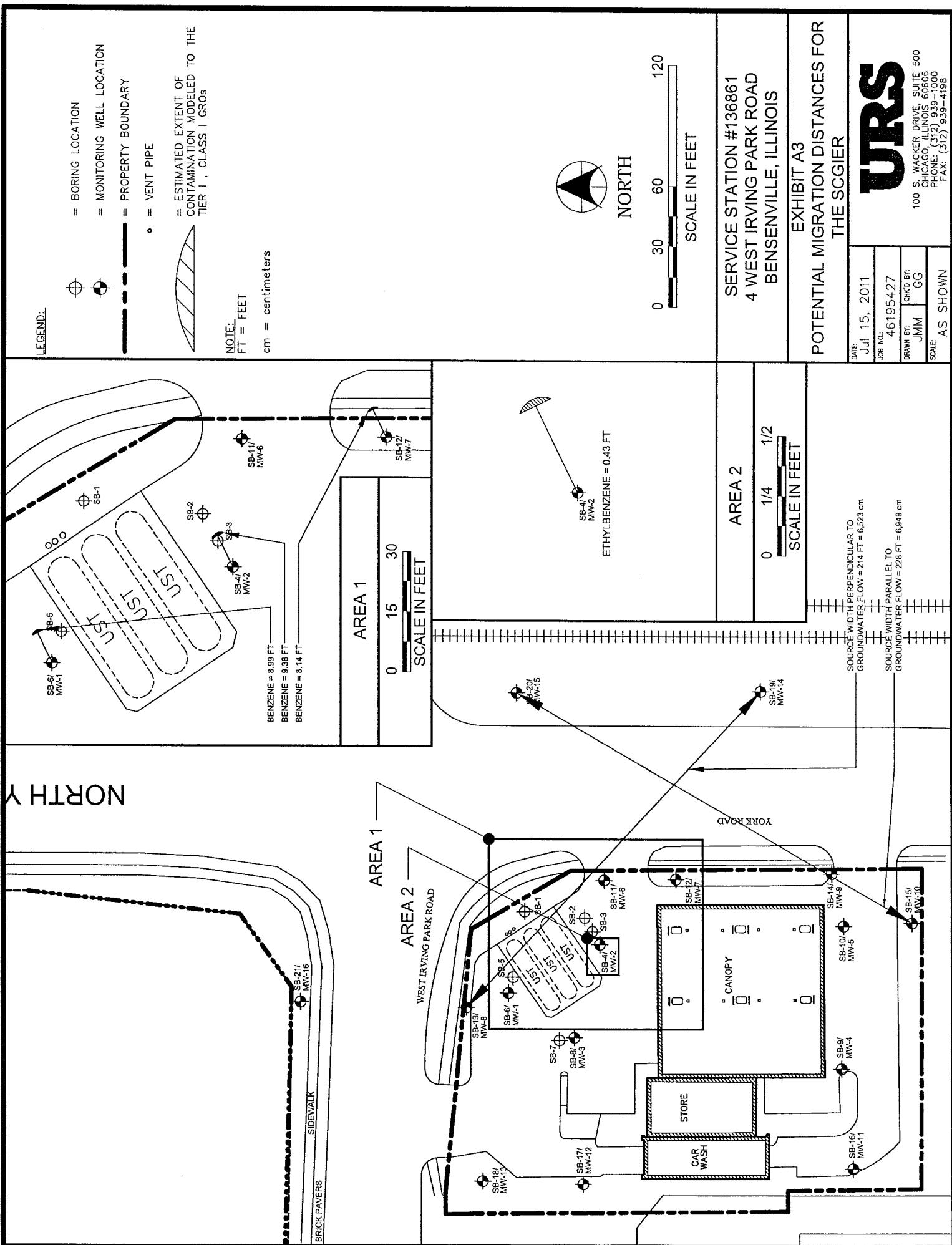


EXHIBIT B

Table 1
Soil Analytical Results
Shell Service Station #136861
4 West Irving Park Road
Bensenville, DuPage County, Illinois 60106

Tier 1 Exposure Routes			COCs and Soil Remediation Objectives				
	Benzene (mg/kg)	Toluene (mg/kg)	Ethylbenzene (mg/kg)	Total Xylenes (mg/kg)	MTBE (mg/kg)		
Soil Ingestion - Residential	12	16,000	7,800	16,000	780		
Soil Ingestion - Industrial/Commercial	100	410,000	200,000	410,000	20,000		
Soil Ingestion - Construction Worker	2,300	410,000	20,000	41,000	2,000		
Inhalation - Residential	0.8	650	400	320	8,800		
Inhalation - Industrial/Commercial	1.6	650	400	320	8,800		
Inhalation - Construction Worker	2.2	42	58	5.6	140		
SCGIER - Class I Groundwater	0.03	12	13	150	0.32		
SCGIER - Class II Groundwater	0.17	29	19	150	0.32		
Soil Saturation Limit	870	650	400	320	8,800		
Sample ID	Date Sampled	Sample Depth (feet bgs)					
SB-1	6/3/2008	1	<0.0063	<0.0063	<0.0063	<0.013	<0.0063
SB-4	6/3/2008	5	2.19	<0.138	23.9	6.1	0.266
SB-6	6/3/2008	5	1.82	0.105	0.174	0.409	<0.075
SB-8	6/3/2008	5	<0.0061	<0.0061	<0.0061	<0.012	0.031
SB-9	6/3/2008	5	<0.0056	<0.0056	<0.0056	<0.011	<0.0056
SB-10	6/3/2008	3	0.037	0.0071	0.018	0.031	<0.0062
SB-11	5/14/2009	1-2	0.0010	0.0077	0.0011	<0.0029	<0.0048
SB-12	5/14/2009	3-4	1.223	0.0706	0.3593	0.4726	<0.1222
SB-13	5/14/2009	2-3	0.0038	0.0072	0.014	0.0066	<0.0043
SB-14	5/14/2009	3-4	0.0021	0.0076	0.0036	0.0063	0.0423
SB-15	5/14/2009	2-3	0.0029	0.0105	0.0029	0.0066	<0.0047
SB-15	5/14/2009	5-6	0.0023	0.0053	0.0017	0.0025	<0.0049
SB-16	5/14/2009	3-4	<0.0010	0.0046	<0.0010	<0.0030	<0.0051
SB-17	5/14/2009	3-4	0.0031	0.0084	0.0026	0.0051	<0.0047
SB-18	5/14/2009	3-4	0.0034	0.009	0.0029	0.0059	<0.0048
SB-19	8/26/2009	2-3	<0.0011	<0.0011	<0.0011	<0.001	<0.0053
SB-20	8/26/2009	3-4	<0.0012	<0.0012	<0.0012	<0.001	<0.0059
SB-21	8/26/2009	2-3	0.0034	0.0024	0.0065	0.0136	<0.0055

NOTES:

- 1) COCs = constituents of concern
- 2) mg/kg = milligrams per kilogram; bgs = below ground surface
- 3) <0.065 = concentration less than the laboratory reporting limit
- 4) SCGIER = soil component of the groundwater ingestion exposure route
- 5) **Bold** = concentration above the applicable Tier 1 soil remediation objective(s) listed in 35 Illinois Administrative Code Part 742
- 6) MTBE = methyl tertiary butyl ether

Table 2
Groundwater Elevations and Analytical Results

Shell Service Station #136861
4 West Irving Park Road
Bensenville, DuPage County, Illinois 60106

Tier 1 Exposure Routes				COCs and Groundwater Remediation Objectives				
				Benzene (μ g/L)	Toluene (μ g/L)	Ethylbenzene (μ g/L)	Total Xylenes (μ g/L)	MTBE (μ g/L)
GCGIER - Class I Groundwater				5	1,000	700	10,000	70
GCGIER - Class II Groundwater				25	2,500	1,000	10,000	70
Sample ID	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet below TOC)	Groundwater Elevation (feet)				
MW-1	7/11/2008	97.85	3.5	94.35	880	<5	<5	1,340
MW-1	11/7/2008	97.85	1.23	96.62	47.85	2.05	2.31	3.54
MW-1	2/18/2009	97.85	2.40	95.45	98.45	3.078	1.454	2.722
MW-1	6/1/2009	97.85	2.71	95.14	142.0	3.728	2.347	3.274
MW-1	9/21/2009	97.85	4.09	93.76	106.9	3.011	7.261	3.935
MW-1	12/7/2010	97.85	4.27	93.58	168.9	3.690	1.280	5.710
MW-1	3/31/2011	97.85	2.99	94.86	106	3.3	2.2	6.9
MW-2	7/11/2008	97.97	1.95	96.02	13	<2	8	<2
MW-2	11/7/2008	97.97	3.27	94.70	3.38	2.18	4.37	2.19
MW-2	2/18/2009	97.97	3.19	94.78	14.01	<1	9.985	<3
MW-2	6/1/2009	97.97	2.27	95.70	11.01	<1	<1	121.7
MW-2	9/21/2009	97.97	2.25	95.72	2.277	<1	<1	99.39
MW-2	12/7/2010	97.97	2.13	95.84	<1	<1	<1	284.7
MW-2	3/31/2011	97.97	2.40	95.57	13.8	<1	3.0	336.8
MW-3	7/11/2008	98.48	3.57	94.91	<2	<2	<2	140
MW-3	11/7/2008	98.48	3.53	94.95	<1	4.07	1.27	6.44
MW-3	2/18/2009	98.48	3.62	94.86	<1	<1	<1	36.22
MW-3	6/1/2009	98.48	3.22	95.26	<1	<1	<1	171
MW-3	9/21/2009	98.48	3.13	95.35	<1	<1	<1	1.091
MW-3	12/7/2010	98.48	3.82	94.66	<1	<1	<1	110.4
MW-3	3/31/2011	98.48	3.53	94.95	<0.5	<1	<1	180.4
MW-4	7/11/2008	98.97	4.56	94.41	<2	<2	<2	76.25
MW-4	11/7/2008	98.97	3.72	95.25	<1	1.96	<1	84.7
MW-4	2/18/2009	98.97	3.48	95.49	<1	<1	<1	<5
MW-4	6/1/2009	98.97	3.27	95.70	<1	<1	<1	<5
MW-4	9/21/2009	98.97	5.28	93.69	<1	<1	<1	<5
MW-4	12/7/2010	98.97	4.42	94.55	<1	<1	<1	<5
MW-4	3/31/2011	98.97	2.36	96.61				Not sampled
MW-5	7/11/2008	97.83	5.02	92.81	<2	<2	<2	<2
MW-5	11/7/2008	97.83	2.6	95.23	1.46	1.46	<1	136.3
MW-5	2/18/2009	97.83	1.51	96.32	<1	<1	<1	85.53
MW-5	6/1/2009	97.83	1.95	95.88	1.026	<1	<1	58.20
MW-5	9/21/2009	97.83	3.28	94.55	<1	<1	<1	80.53
MW-5	12/7/2010	97.83	2.26	95.57	<1	<1	<1	43.20
MW-5	3/31/2011	97.83	1.2	96.63				Not sampled
MW-6	6/1/2009	97.44	6.34	91.10	<1	<1	<1	58.45
MW-6	9/21/2009	97.44	6.61	90.83				Not sampled
MW-6	12/7/2010	97.44	3.69	93.75	<1	<1	<1	1,014
MW-6	4/14/2011	97.44	2.46	94.98	<0.5	<1	<1	631
MW-7	6/1/2009	98.42	3.61	94.81	3132 D	<10	224.4	85.300
MW-7	9/21/2009	98.42	4.29	94.13	2549 D	12.13	1406 D	370.0
MW-7	12/7/2010	98.42	NA	NA				357.5
MW-7	3/31/2011	98.42	3.75	94.67				Unable to locate
MW-8	6/1/2009	97.48	1.42	96.06	1990	9.5	390	51.7
MW-8	9/21/2009	97.48	4.01	93.47	2.810	<1	<1	405.8
MW-8	12/7/2010	97.48	1.28	96.20	<1	<1	<1	232.6
MW-8	3/31/2011	97.48	1.18	96.30	<1	<1	<1	44.11
MW-9	6/1/2009	99.29	5.21	94.08				Not sampled
MW-9	9/21/2009	99.29	6.79	92.50	<1	<1	<1	1318
MW-9	12/7/2010	99.29	6.02	93.27	1.128	<1	1.078	1,371 D
MW-9	3/31/2011	99.29	5.08	94.21	<2.5	<5	<5	1,898
MW-10	6/1/2009	100.18	NA	NA				869
								Dry

Table 2

Groundwater Elevations and Analytical Results

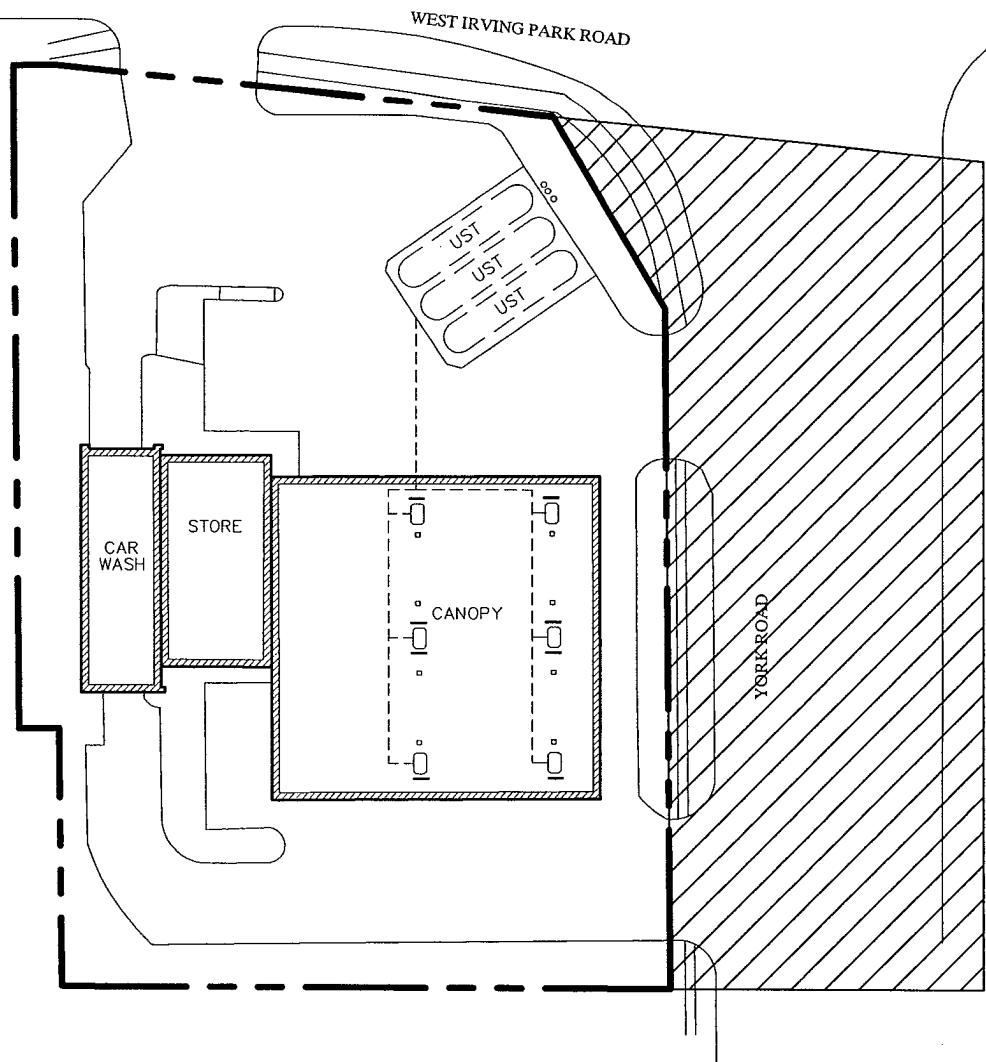
Shell Service Station #136861
4 West Irving Park Road
Bensenville, DuPage County, Illinois 60106

Tier 1 Exposure Routes					COCs and Groundwater Remediation Objectives				
					Benzene ($\mu\text{g/L}$)	Toluene ($\mu\text{g/L}$)	Ethylbenzene ($\mu\text{g/L}$)	Total Xylenes ($\mu\text{g/L}$)	MTBE ($\mu\text{g/L}$)
GCGIER - Class I Groundwater					5	1,000	700	10,000	70
GCGIER - Class II Groundwater					25	2,500	1,000	10,000	70
Sample ID	Sample Date	Referenced Elevation (feet)	Depth to Groundwater (feet below TOC)	Groundwater Elevation (feet)					
MW-10	9/21/2009	100.18	9.61	90.57	<1	<1	<1	<1	<5
MW-10	12/7/2010	100.18	8.96	91.22	<1	<1	<1	<1	<5
MW-10	3/31/2011	100.18	2.55	97.63					Not sampled
MW-11	6/1/2009	100.91	9.87	91.04	<1	<1	<1	<1	<5
MW-11	9/21/2009	100.91	8.15	92.76					Not sampled
MW-11	12/7/2010	100.91	8.36	92.55	<1	<1	<1	<1	<5
MW-11	3/31/2011	100.91	1.43	99.48					Not sampled
MW-12	6/1/2009	99.23	3.01	96.22	<1	<1	<1	<1	<5
MW-12	9/21/2009	99.23	6.15	93.08					Not sampled
MW-12	12/7/2010	99.23	7.25	91.98	<1	<1	<1	<1	<5
MW-12	3/31/2011	99.23	3.22	96.01					Not sampled
MW-13	6/1/2009	98.09	5.32	92.77	<1	<1	<1	<1	<5
MW-13	9/21/2009	98.09	4.78	93.31					Not sampled
MW-13	12/7/2010	98.09	9.49	88.60	<1	<1	<1	<1	<5
MW-13	3/31/2011	98.09	1.58	96.51					Not sampled
MW-14	9/21/2009	96.61	5.50	91.11	<1	<1	<1	<1	<5
MW-14	12/7/2010	96.61	5.70	90.91	<1	<1	<1	<1	<5
MW-14	3/31/2011	96.61	2.96	93.65					Not sampled
MW-15	9/21/2009	96.13	3.85	92.28	<1	<1	<1	<1	<5
MW-15	12/7/2010	96.13	3.15	92.98	<1	<1	<1	<1	<5
MW-15	3/31/2011	96.13	3.80	92.33					Not sampled
MW-16	9/21/2009	97.05	5.98	91.07	<1	<1	<1	<1	15.56
MW-16	12/7/2010	97.05	6.74	90.31	<1	<1	<1	<1	9.240
MW-16	3/31/2011	97.05	3.36	93.69					Not sampled

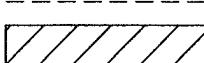
Notes:

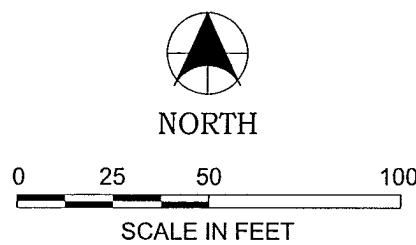
- 1) $\mu\text{g/L}$ = micrograms per liter
- 2) **Bold** = concentrations above the applicable Tier 1 groundwater remediation objective(s) listed in 35 Illinois Administrative Code Part 742
- 3) <1 = not detected above the laboratory reporting limit
- 4) MTBE = methyl tertiary butyl ether
- 5) GCGIER = groundwater component of the groundwater ingestion exposure route
- 6) TOC = top of casing
- 7) NA = not applicable
- 8) D = Dilution factors are included in the final results. The result is from a diluted sample.

EXHIBIT C



LEGEND:

-  = PUMP ISLAND
-  = PROPERTY BOUNDARY
-  = PRODUCT LINES
-  = AREA SUBJECT TO HIGHWAY AUTHORITY AGREEMENT



SERVICE STATION #136861
4 WEST IRVING PARK ROAD
BENSENVILLE, ILLINOIS

EXHIBIT C
AREAS SUBJECT TO HIGHWAY
AUTHORITY AGREEMENT

DATE:	Jul 15, 2011
JOB NO.:	46195427
DRAWN BY:	JMM
CHK'D BY:	SB

SCALE:
AS SHOWN

URS

100 S. WACKER DRIVE, SUITE 500
CHICAGO, ILLINOIS 60606
PHONE: (312) 939-1000
FAX: (312) 939-4198