



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Clerk
Susan Janowik

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, February 26, 2013

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
February 14, 2013
- VI. WARRANT – February 26, 2013 #13/04 \$751,283.88
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Ordinance Amending Village Code, Title 5, Traffic and Motor Vehicles, Chapter 3, Streets and Intersections, Section 5-3-9, Stop Intersections, to Provide for Stop Signs at the Intersection of Marshall from Glendale Street to Itasca Street*
 2. *Ordinance Amending Village Code, Title 5, Traffic and Motor Vehicles, Chapter 2, No Parking Zones, Section 5-2-13G(2), No Parking During School Days, Student Pick Up Only and 502014B, Limited Parking, 2 Hour Parking Except Saturday, Sunday and Holidays for the South Side of memorial from Mason Street to York Road*
 3. *Resolution Authorizing the Village Manager to Enter into a Contract with Phenom Security Integrators for the Purchase and Installation of Two (2) Emergency Blue Light Phones for the Redmond Park Complex*
 4. *Resolution Authorizing Execution of an Agreement and Purchase Order with Diversified Audio Group Inc. for the Music in the Park 2013 Series in the Not to Exceed Amount of \$17,875.00*
 5. *Resolution Authorizing Execution of an Agreement and Purchase Order with American Mobile Staging Inc. for the Music in the Park 2013 Series in the Not to Exceed Amount of \$16,225.00*

6. *Resolution Authorizing Execution of an Agreement and Purchase Order with Entertainment Management Group for the Music in the Park 2013 Series in the Not to Exceed Amount of \$29,700.00*
7. *Resolution Authorizing Execution of an Agreement and Purchase Order with Melrose Pyrotechnics Inc. for Liberty Fest 2013 in the Not to Exceed Amount of \$40,000.00*
8. *Resolution Authorizing Execution of an Agreement and Purchase Order with American Mobile Staging Inc. for Liberty Fest 2013 in the Not to Exceed Amount of \$12,860.00*
9. *Resolution Authorizing Execution of an Agreement and Purchase Order with Entertainment Management Group for Liberty Fest 2013 in the Not to Exceed Amount of \$5,000.00*
10. *Resolution Authorizing Execution of an Agreement and Purchase Order with JGH Technologies in the Not to Exceed Amount of \$89,617.52*

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee
 1. *Ordinance Granting Approval of a Planned Unit Development and Conditional Use Permit for Properties Commonly Known as 308-460 West Irving Park Road, Bensenville, Illinois, Jim's Plaza, LLC*
 2. *Ordinance Granting Approval of a Planned Unit Development (PUD) and Conditional Use Permit for Properties Commonly Known as 525,533,549,557 and 573 North Meyer Road, Bensenville, Illinois, Keco Leasing, LLC*
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee
 1. *Ordinance Approving the First Amendment to the Village of Bensenville Fiscal Year 2013 budget*
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. REPORTS OF VILLAGE OFFICERS:

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

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
February 14, 2013

CALL TO ORDER: 1. President Soto called the meeting to order at 6:30 p.m.

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

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

Absent: None

A quorum was present.

PUBLIC COMMENT: There was no public comment.

APPROVAL OF MINUTES: 3. The January 22, 2013 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

WARRANT NO. 13/03: 4. President Soto presented Warrant No. 13/03 in the amount of \$1,305,299.82.

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

Trustee Peconio asked a question regarding software purchases made for John Wassigner. Village Manager, Michael Cassady, stated the software is being used as a research tool for the work Mr. Wassigner is doing for the Village regarding foreclosed properties. President Soto asked if the software was a budgeted item. Mr. Cassady stated the software was a budgeted item.

Minutes of the Village Board Meeting
February 14, 2013 Page 2

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

NAYS: None

All were in favor. Motion carried.

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

All were in favor. Motion carried.

Resolution No.
R-9-2013:

A Resolution Authorizing the Execution of an Agreement with Lauterbach and Amen LLP, for Auditing Services. (Consent Agenda)

Ordinance No.
4-2013:

An Ordinance Granting Approval of a Master Sign Plan for the Property Commonly Identified as Linden Towers Apartments, 6-24 S. Addison, Bensenville, Illinois. (Consent Agenda)

Motion: Trustee Ridder made a motion to approve the Consent Agenda 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.

Ordinance No
5-2013:

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 5-2013** entitled **An Ordinance Calling for a Joint Review Board Meeting and a Public Hearing Relative to the Amendment to the Redevelopment Plan and Project.**

Trustee O'Connell asked for a summary of the ordinance. Mr. Cassady provided a summary of the ordinance.

Motion: Trustee Bartlett made a motion to adopt the ordinance 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.

**Resolution No
R-10-2013:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-10-2013 entitled A Resolution Authorizing the Execution of a Contract Extension for Building Plan Review and Inspectional Service with TPI Building Code Consultants, Inc. and the Village of Bensenville through February 2014.**

Trustee Peconio asked if the contract would be valid beyond the President's term. Village Attorney, Pat Bond, stated all contracts are reviewable beyond the President's term. Director of Community & Economic Development, Scott Viger, stated the contract has a thirty day termination clause.

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

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

NAYS: Peconio

Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto announced the I-Cash program will be coming to Bensenville on February 21, 2013. Additional information about the program can be found on the Village's website. www.bensenville.il.us

Jim Egeberg, Director of Finance for the Park District of Oak Park, presented the Village of Bensenville with the Government Finance Officers Association Certificate of Achievement for Excellence Financial Reporting.

President Soto thanked Director of Finance, Tim Sloth, Assistant Director of Finance, Jean Schmidt, and Payroll Accountant, Sharron Barrett, for their hard work in obtaining the award.

MANAGERS

REPORT:

Village Manager, Michael Cassady, gave a summary of the Emergency Operation Training held by DuPage County on February 11, 2013.

VILLAGE ATTORNEY

REPORT:

Village Attorney, Pat Bond, had no report.

UNFINISHED

BUSINESS:

There was no unfinished business.

NEW BUSINESS:

Trustee Wesseler announced the Law Enforcement Hockey Classic will be held at the Edge Ice Arena on February 23, 2013. Additional information and ticket prices are available to the Village's website. www.bensenville.il.us

Trustee Wesseler provided an update from the Elgin O'Hare Western Bypass meeting. Trustee Wesseler announced the next meeting will be held on April 1, 2013 in Itasca at 6:30p.m.

EXECUTIVE

SESSION:

Village Attorney, Pat Bond, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, acquisition of real estate property, personnel, and collective negotiating matters. No action will take place as a result of the discussions.

ADJOURNMENT:

Trustee Ridder made a motion to adjourn the meeting and go into executive session. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 6:51p.m.

Susan Janowiak

Village Clerk

PASSED AND APPROVED

by the President and Board of Trustees of the Village of Bensenville this ____ day, February, 2013

TYPE: Ordinance **SUBMITTED BY:** Chief Kosman **DATE:** 2-18-2013

DESCRIPTION: Ordinance amending 5-3-9, Stop Intersections, to provide for stop signs at the intersection of Marshall from Glendale Street to Itasca Street.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety Committee passed 7-0

DATE: 2-12-13

BACKGROUND:

A resident made a complaint about the safety of the intersection of Glendale Street and Marshall Road as it did not have any stop signs while the other nearby intersections were controlled. A records check revealed that there were no reported crashes at the intersection for the last 3 years. Upon checking the nearest Marshall Road intersections, it was found that there were stop signs on Medinah, a 4 way stop at Brookwood, no control at Glendale, and a 4 way stop at Hillside. On Marshall north of Hillside Drive up to Foster Avenue, the only intersection with a stop sign was for west bound Argyle Street at Marshall. Spruce Avenue runs parallel to Marshall on the west side of IL 83. All the intersections on Spruce Avenue from Irving Park Road to Foster Avenue were controlled with stop signs. The Franzen Street intersections from Irving Park Road to Hillside are also controlled with stop signs.

KEY ISSUES:

Although no crashes were reported at the uncontrolled intersections in the last 3 years, most of the other intersections in the area are controlled. This could lead to motorist confusion and be a cause of a crash. Therefore, the following stop signs are recommended along Marshall:

- East bound and West bound Glendale
- East bound and West bound Twin Oaks
- East bound and West bound Green Valley
- East bound Stoneham
- East bound Argyle
- East bound Elmhurst
- East bound Nordic
- East bound Itasca

See attached map for locations.

ALTERNATIVES:

1. Discretion of the Village Board.
2. Approve ordinance amendment providing for the above listed stop signs.

RECOMMENDATION:

The traffic safety committee recommended the stop signs.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of ordinance amendment.

PROPOSED STOP SIGN LOCATIONS ON MARSHALL ROAD



ORDINANCE #

**AMENDING VILLAGE CODE
TITLE 5, TRAFFIC AND MOTOR VEHICLES
CHAPTER 3, STREETS AND INTERSECTIONS
SECTION 5-3-9, STOP INTERSECTIONS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

SECTION ONE: Title 5, Chapter 3, Section 5-3-9 of the Village Code is hereby amended in part by including and identifying in the said Exhibit 1 reference therein the following intersections as stop intersection with stop signs to be posted as appropriate:

<u>Street Intersection</u>	<u>Location</u>	<u>Size</u>
On Glendale at Marshall	NE and SW corner	30"
On Twin Oaks at Marshall	NE and SW corner	30"
On Green Valley at Marshall	NE and SW corner	30"
On Stoneham at Marshall	SW corner	30"
On Argyle at Marshall	SW corner	30"
On Elmhurst at Marshall	SW corner	30"
On Nordic at Marshall	SW corner	30"
On Itasca at Marshall	SW corner	30"

SECTION TWO: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Ordinance

SUBMITTED BY: Chief Kosman

DATE: 2-18-2013

DESCRIPTION: Ordinance amending 5-2-13G(2), No Parking During School Days, Student Pick Up Only, and 5-2-14B, Limited Parking, 2 Hour Parking Except Saturday, Sunday and Holidays for the south side of Memorial from Mason Street to York Road.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: **Public Safety Committee 7-0**

DATE: **2/12/13**

BACKGROUND:

Bensenville School District 2 made the below requested change in the parking restrictions on the south side of Memorial Road from Mason Street to York Road:

With the change in traffic flow at Tioga School, the principals are requesting that the "no Parking" signs on Memorial Road be replace with "2 hour parking on school days" Parents need a place to park to meet students after school or to run in the front of the building during the school day. We no longer need to utilize Memorial as a bus lane since the bus lane is operational in the front of the school. Parking will be at a premium in the coming months as construction begins on the 2nd addition to Tioga and some of the staff lot is blocked off.

KEY ISSUES:

Currently, the signs on the south side of Memorial restrict parking to student pick up only. Upon checking the location on several occasions, staff noted that all the parking spaces north of the main entrance facing Memorial were full. Therefore, the overflow parking was parking on Addison and Center north of Memorial. This caused congestion at both of those south bound approaches to the intersections. Allowing 2 hour parking on the south side of Memorial should reduce that congestion while still providing for parking on Memorial at student drop off and pick up times.

ALTERNATIVES:

1. Discretion of the Village Board.
2. Approve ordinance amendments providing for the elimination of the no parking zone except for student pick up and providing for 2 hour parking except on Saturdays, Sundays and Holidays .

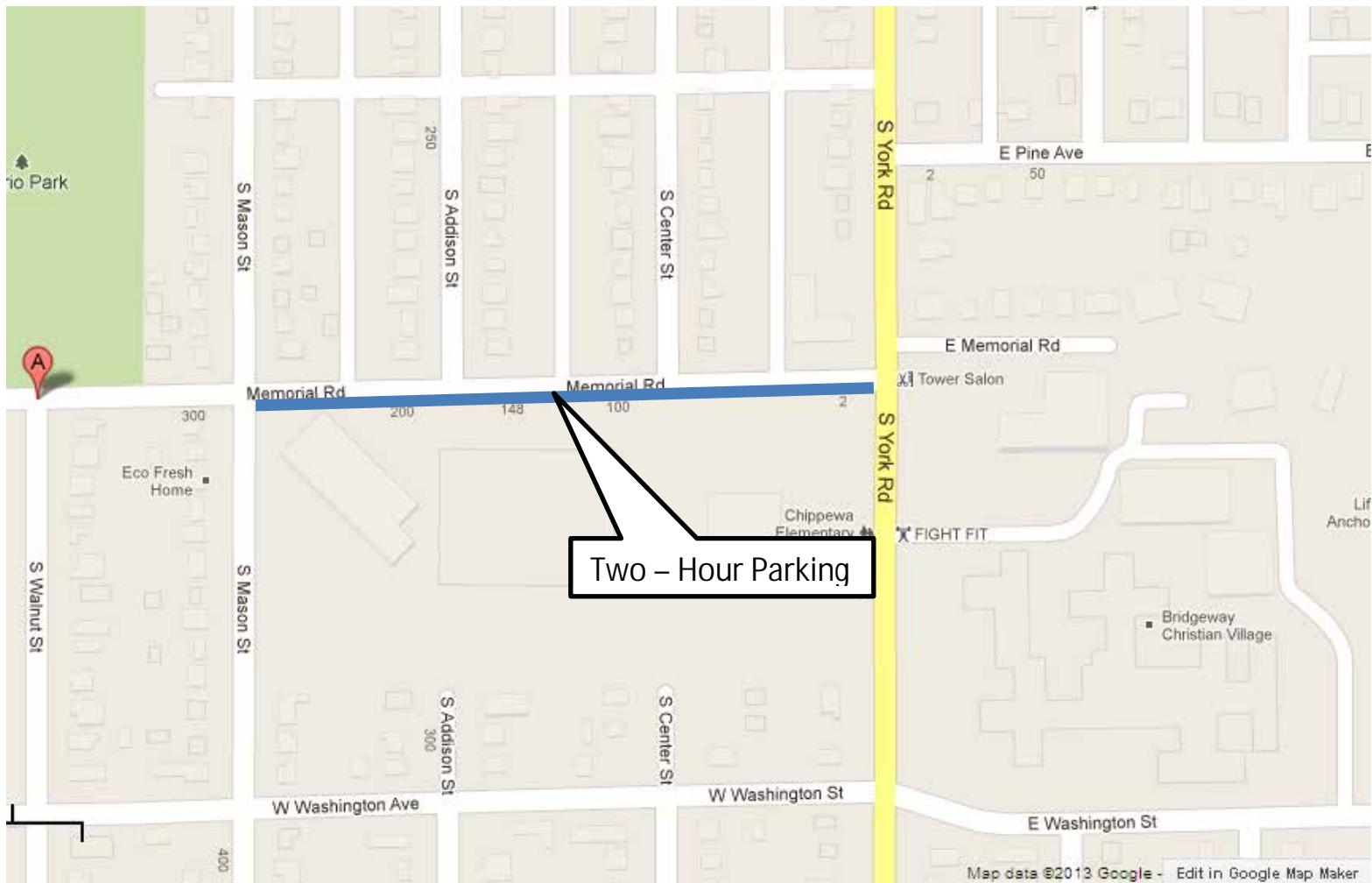
RECOMMENDATION:

The traffic safety committee recommended the amendments.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of ordinance amendment.

PROPOSED TWO-HOUR PARKING ON MEMORIAL



From: [Ryan.Terry](#)
To: [Frank.Kosman](#)
Subject: Re: no-parking signs on memorial
Date: Tuesday, January 29, 2013 3:45:10 PM
Attachments: [image001.jpg](#)

Thanks chief!!
Terry Ryan
Community Relations Coordinator
630-766-5940 ext. 1105

Bensenville Elementary School District 2
210 S Church Road
Bensenville, IL 60106
<http://www.bsd2.org>

From: Frank Kosman <FKosman@bensenville.il.us>
Date: Tuesday, January 29, 2013 3:44 PM
To: Administrator <tryan@bsd2.org>
Subject: RE: no-parking signs on memorial

I will bring it to the public safety subcommittee and then the Board in February.

Frank J. Kosman
Chief of Police
Bensenville Police Department
100 N. Church Rd.
Bensenville, IL 60106

Main: 630-350-3455
Direct: 630-594-1170
Cell: 630-670-1722

BVILLE_HorizontalLogo_GatewaySIG



From: Ryan,Terry [<mailto:tryan@bsd2.org>]
Sent: Tuesday, January 29, 2013 12:05 PM
To: Frank Kosman
Cc: Stelter, Jim
Subject: no-parking signs on memorial

Hi Chief Kosman:

With the change in traffic flow at Tioga School, the principals are requesting that the "no Parking" signs on Memorial Road be replace with "2 hour parking on school days" Parents need a place to park to meet students after school or to run in the front of the building during the school day. We no longer need to utilize Memorial as a bus lane since the bus lane is operational in the front of the school.

Parking will be at a premium in the coming months as construction begins on the 2nd addition to Tioga and some of the staff lot is blocked off.

When do you think this can be changed? Does it have to get any kind of approval?

Thanks for your help with this.

Terry Ryan

Community Relations Coordinator

630-766-5940 ext. 1105

Bensenville Elementary School District 2

210 S Church Road

Bensenville, IL 60106

<http://www.bsd2.org>

ORDINANCE #

**AMENDING VILLAGE CODE
TITLE 5, TRAFFIC AND MOTOR VEHICLES
CHAPTER 2, STOPPING, STANDING OR PARKING
SECTION 5-2-14, LIMITED PARKING ZONES
SUBSECTION B, TWO HOUR PARKING EXCEPT
SATURDAYS, SUNDAYS AND HOLIDAYS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

SECTION ONE: Title 5, Chapter 2, Section 5-2-14.B of the Village Code is hereby amended in part by adding the following provision:

F. Two Hour Parking, Except Saturdays, Sundays and Holidays:

“Memorial Road, South Side, from Mason Street to York Road.”

SECTION TWO: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this _____ day of _____, 2013.

Frank Soto
Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Frank Kosman

DATE: February 18, 2013

DESCRIPTION: Resolution authorizing the Village Manager to enter into contract with Phenom Security Integrators for the purchase and installation of two (2) emergency blue light phones for Redmond Park for the amount of \$16,189.56.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

ASSIGNED COMMITTEE: Public Safety 7-0

DATE: February 12, 2013

BACKGROUND: Some locations within Redmond Park are remote and somewhat isolated where visibility and access to emergency personnel are limited. With the installation of Emergency Blue Light Phones visitors to the park would have increased access to emergency personnel if needed. The emergency phones are designed for outdoor use in remote areas that have security risks. The towers stand over nine feet tall making them easy to identify. Atop the phone tower is a led blue light and park patrons can call emergency personnel with a push of a button.

The need for these phones came to light after multiple complaints reported to the Police Department over the past year pertaining to dog bites and other disturbances (see attached list).

KEY ISSUES: The areas in which these phones would be placed are noted in the attached aerial view. The emergency phones would include a pinhole camera mounted on the faceplate of the call box. This camera would be activated when the emergency button is pressed. The camera would record to a memory card located inside the tower. The phone would have a direct connection to the Addison dispatch center. The LED blue light mounted atop the unit is continuously lit and flashes for the duration of a call when the emergency button is pressed.

ALTERNATIVES:

1. Staff recommends approval of the installation of the Blue Light Emergency Phone/Camera System.
2. Committee discretion.

RECOMMENDATION: Staff recommends the committee approve to move forward with the purchase and installation of Emergency Blue Light Phones.

BUDGET IMPACT: Total Cost of \$16,189.56. While not a budget item staff will identify an account out of the community investment plan. To keep the cost down for the installation of these towers Phenom Security Integrators is willing to work with the Village and allow the Public Works department to assist with the installation of the concrete footings and the electrical connections. This partnership with the Village will save approximately \$3,900 in installation costs.

ACTION REQUIRED: Motion to approve a Resolution authorizing the purchase of two (2) blue light emergency phones and cameras in the amount not to exceed \$16,189.56.



E gazebo capacity 25

West Gazebo Blue Phone

328 ft



Description

Talk-A-Phone's ETP-MT Emergency Phone Tower is an ideal security solution for remote and high-risk areas. Standing over nine feet tall, this vandal-resistant tower serves as a great deterrent to crime. An always-lit LED Blue Light mounted atop the tower provides high visibility and gives passers-by a sense of security. Patrons can call emergency personnel with a simple push of a button. At the same time, the LED Blue Light begins to flash, attracting attention to the location. The Emergency Phone faceplate is illuminated at all times for clear visibility during the night.

Talk-A-Phone's ETP-MT Emergency Phone Towers are often used at university and college campuses, parking facilities, shopping malls, medical centers, industrial campuses and transit facilities.

Features

- Attention-getting LED Blue Light is included and mounted atop the unit. The LED Blue Light is continuously lit and flashes for duration of a call when "EMERGENCY" button is pressed to draw attention to the unit
- Emergency Phone faceplate is illuminated at all times by an LED Panel Light
- Vandal-resistant structure and coating designed to resist extreme weather conditions
- A variety of signage, graphics and color choices are available
- Easily mount any Talk-A-Phone ETP-400 Series or VOIP-500 Series Emergency/Information Phone into the unit (sold separately)
- ADA-compliant

Specifications

Dimensions (W x D x H):	10.0 x 8.0 x 114.2 in. (254 x 203 x 2901 mm)
Weight:	300 lbs. (136 kg)
Construction:	0.25 in. steel
Coating:	High-gloss, multi-layer, corrosion-inhibitive system with resistance to UV-fade and graffiti protection
Colors:	Safety Blue is standard. Available in custom colors.
Signage:	3.25 in. high reflective white "EMERGENCY" lettering with wide-angle visibility is standard. Available in custom colors, lettering and graphics.
Lighting:	<p>LED Blue Light: 209 lumens peak, 78 flashes per minute, 70% of initial lumens after 50,000 hours of operation</p> <p>LED Panel Light: Ultra bright LEDs, 50,000 hour lifetime</p>
Power:	<p>LED Blue Light: 7.8 watts, 120VAC</p> <p>LED Panel Light: 1.2 watts, 12-120VAC/DC</p>
Mounting:	Mounts into concrete foundation using included hardware (shipped in advance). Mounting options available for pre-poured parking decks.
Compliance:	CSA Certified to UL Standard 60950
Warranty:	5-year warranty on tower (2-year warranty on electronics)



ETP-MT – Emergency Phone Tower

Options

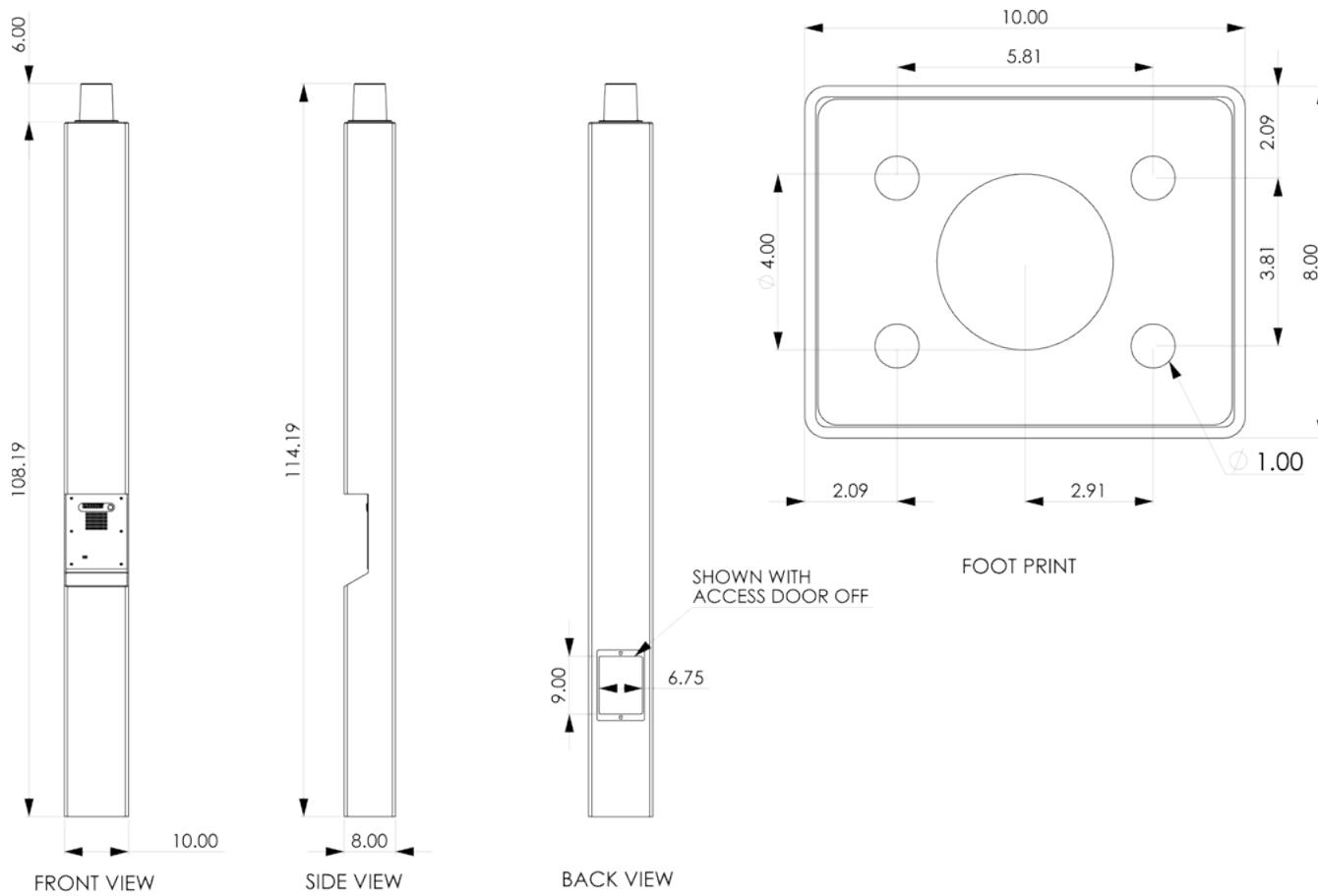
ETP-MT Configuration	Emergency Phone Options	Tower Options
Analog Connectivity	ETP-400 Series Phone	ETP-MT-OP2 includes a housing for mounting your own fixed CCTV camera inside the tower at average face height. ETP-MT-OP3 includes a Honeywell fixed day/night CCTV camera inside the tower at average face height.
IP Connectivity	VOIP-500 Series Phone	ETP-MT-OP-CELL includes a mounting plate, louvers and an antenna hole with the tower for mounting ETP-CI cellular interface kit (sold separately). For use with ETP-400 series emergency phones only.

ETP-MT tower includes a LED Blue Light, a LED Panel Light and an Anchor Bolt Kit. Emergency Phone is purchased separately.

Accessories

Parking Deck Mounting Kit: Order model **ETP-PDMK-2** to mount on pre-poured parking deck.

Dimensional Diagram



All dimensions are in inches and are provided for reference only.

ETP-400 – Single Button Emergency Phone

Description

The **ETP-400** is an outdoor-rated, ADA-compliant hands-free Emergency Phone for use in locations such as: parking facilities, college campuses, controlled access gates, medical centers and industrial parks.

Features

- Cast metal raised letter and Braille signage for ADA compliance
- Vandal resistant stainless steel faceplate and metal button
- Uses regular phone lines or PBX
- Phone line powered: no power supply or battery back-up needed
- Circuit boards are conformally coated for water protection
- LED indicator for hearing impaired
- Auxiliary input and outputs to integrate with CCTV, Blue Light Strobe, Scream Alert™ and other devices
- Built-in auto-dialer can dial two numbers: if first number doesn't answer or is busy, dials second number
- Auto-answer allows security to monitor and initiate calls with Emergency Phone
- Options available that offer the ability to automatically identify attendant of location of calling phone by recorded message and digital display



Specifications

Construction:	12 gauge (2.8mm) #4 brushed stainless steel faceplate
Dimensions:	Front Panel: 9.5(241) W x 11.75(298) H in(mm) Back Box: 6.63(168) W x 9.75(248) H x 2.5(64) D in(mm)
Weight:	8 lbs. (3.6kg)
Operating Temperature:	-4°F to +149°F (-20°C to +65°C)
Mounting:	Flush mounts (surface mount options available)
Communication:	2-way hands-free communication
Digit Capacity:	Up to 18 digits, including pauses, for each of two phone numbers
Dialing Speed:	Approximately 10 tones per second
Power Source:	Phone line powered (requires 20mA at 24 v off-hook)
Connection:	Parallel tip and ring connected to RJ11 connector for quick installation
Circuit Protection:	Varistor lightning suppressed and full wave polarity guarded
Programming:	Non-volatile EEPROM programming can be done from any telephone No battery back up is needed
"On Time":	Programmable from 1-4270 minutes in 1-minute increments
Recommended Wiring:	1 twisted-shielded pair
Compliance:	CSA Certified to UL Standard 60950

Options & Accessories

Voice Location Identifier:	Model ETP-400V includes the capability to record a message identifying the location of the call. Message is recorded and duration set during programming
"TO CALL" Casting:	Use Model ETP-400C for a button that reads TO CALL instead of EMERGENCY
8-Line Consolidator:	Model EC-8 allows connection of up to 8 phones on one phone line while retaining ability to call each phone individually. Can also create a closed system without need for any phone lines
Monitoring/Diagnostic Software Package:	Talk-A-Lert®, model ETP-TAL , automatically polls each Emergency Phone, reports incoming calls and keeps permanent records of all events
Faceplate Camera:	Add "OP3" to model number to add a color pinhole camera mounted discreetly behind the faceplate. Add "OP3BW" for a b/w camera

Copyright 2009 Talk-A-Phone Co. All rights reserved.

Resolution No. R-

Authorizing the Village Manager to Enter Into a Contract with Phenom Security Integrators for the Purchase and Installation of Emergency Blue Light Phones

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 Manager is authorized to execute a contract between Phenom Security Integrators and the Village of Bensenville. The contract is necessary for the scope of services required for the purchase and installation of equipment reference as Emergency Blue Light Phones; within the contract the terms are identified.

The Village Manager is authorized to execute internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb.19, 2013

DESCRIPTION: Resolution requesting execution of a contract and purchase order with Diversified Audio Group Inc. for 2013 Music in the Park Series for \$17,875

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Recreation – APPROVED (7-0)

DATE: 2/12/13

BACKGROUND:

This agenda item is for the sound and lighting which is used in the production for Music in The Park Bands. Diversified Audio over the past several years has provided us with professional sound and lighting that is an important part of our presentation. Diversified Audio's contract of \$17,875.00 is the same as the 2012 contract.

The Village solicited four proposals from sound and lighting companies (attached) in 2012 which Diversified Audio was substantially lower. Diversified Audio is keeping 2013 pricing the same as the 2012 approved bid.

KEY ISSUES:

To secure best sound and light company that supports the quality bands that enhances the overall presentation.

ALTERNATIVES:

- Execute the purchase order with Diversified Audio Group Inc. for the sound and lighting used for production of Music in The Park
- Not to approve would leave us searching for a new company at a higher price and does not have the experience of what are specific needs are.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution executing a contract with Diversified Audio Group Inc. for the Sound and Lighting for Music in the Park. At their February 12, 2013, meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Cost of \$17,875. This is a budgeted item under the Admin portion of the 2013 budget.

ACTION REQUIRED:

Approval of resolution to execute and approve a purchase order for sound and lighting.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
Diversified Audio Group Inc.**

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 Manager is authorized to execute a purchase order and contract in an amount of \$17,875.00 with Diversified Audio Group Inc. to provide sound and lighting for the Music in The Park 2013 concert series. A deposit of \$8,937.50 which is 50% of the total to be paid by March 15, 2013 and \$8,937.50 to be paid no later than August 28, 2013.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Engagement Contract

January 16, 2013

This contract is made for the services of production for the event described below, made this date January 16, 2013 between **Diversified Audio Group, Inc.** (Contractor) and **Village of Bensenville/Gary Thorsen, Special Events Director** (Purchaser)

EVENT: Bensenville Music in the Park 2013

EVENT DATES: June 12, 19, 26, July 10, 17, 24, 31

August 7, 14, 21, and August 28, 2013

CONTRACTOR TO PROVIDE:

SOUND: Nexo Alpha concert sound system with (10) Alpha B-1's, (4) Alpha M-3's, (2) Alpha M-8's, and (4) S-2 Subs; Nexo NX242 processors, and MC2 power amplification.

Soundcraft MH4 front of house console with power supply; Lexicon PCM 70 Digital delays, Yamaha SPX 990 Processors, Drawmer DL241 Comp/Limiter, DBX 160 XT's, and BSS DPR 901 Comp/Limiter. Full onstage monitor mix to artists' specifications, including Yamaha M7/48 digital console, and EV XW15 monitor enclosures. Also included are full wired microphone and mic stand packages; snakes and cabling; technicians and transportation; set up, operation, and removal of all equipment.

\$1275 per show/ \$14025.00 total

LIGHTING: 24K par 64 conventional lighting system, with Leprecon LP-1524 Controller, and Leprecon VX-2400 Dimmer; including all cabling, distribution, technician and transportation; set up, operation, and removal of all equipment.

\$350 per show/ \$3850.00 Total



TOTAL WAGE: \$17,875.00

DEPOSIT: \$8937.50

Purchaser shall pay wage, in the amount described above, to contractor prior to completion of engagement. Make all currency payable to Diversified Audio Group, Inc. in U.S. funds. (b) In the event that said engagement is canceled greater than 96 hours to said date, the purchaser agrees to compensate contractor one-half (50%) of wage. If less than 96 hours, purchaser agrees to full compensation of wage to contractor. (c) Purchaser is responsible for any additional charges that may be incurred, (union labor, electrical, insurance, dock charge). (d) Contractor reserves the right to terminate engagement contract on site if conditions are deemed unsafe, i.e. Weather, staging, electrical, security. (e) In the event contractor's equipment is to remain on site multiple days adequate security must be provided by purchaser at no expense to contractor.

***By signing this document we acknowledge and confirm that we
have read and
approved the terms and conditions set forth in this contract.***

Mark J. Bales

Contractor's Name

Contractor's Signature

1765 Cortland Ct. Suite G

Contractor's Address

Addison, IL 60101

City State Zip

630-613-9675

Telephone

Village of Bensenville/Gary Thorsen

Purchaser's Name

Purchaser's Signature

12 S. Center

Purchaser's Address

Bensenville, IL

City, State, and Zip

Telephone



Notes:

Please note that all equipment will be reserved for you at the completion of this contract; in the case of inclement weather, this contract will remain in force, and payment in full will be required for each show.

Deposit in the amount of \$8937.50 will be due on March 15, 2013; the remaining balance of \$8937.50 will be due on the day of the final show, August 28, 2013.

Music in The Park Sound Lighting Proposals

SOUND SYSTEM EQUIPMENT LIST		Diversified		Diversified	
Audio	Performance	Litronicx	Gand	Audio	Diversified
Group Inc.	Lighting Inc	2012	2012	Group Inc.	2013
Whirlwind Concert 56 Transformer Isolated Splitter					
MICROPHONES					
Shure: Beta 57, Beta 58, Beta 56, Beta 52, Beta 87, Beta 98, Beta 91					
Shure: SM 58, SM 37, SM 81					
Sennheiser: 609, 901, 421, & 904					
AKG- 451					
Shure KSM 32, KSM 44					
CAD- E100					
Beyer M88					
Audix D2, Audix D4					
EV RE20, EV 868					
Audio Technica AE3000					
Full selection of Microphone stands, round base and boom, are provided					
TOTAL SOUND	\$14,025.00	\$ 18,000.00	NO SOUND	\$ 16,500.00	\$14,025.00
LIGHTING EQUIPMENT LIST					
24K par 64 Conventional lighting fixtures					
Leprechon VX2400 Dimmer/Controller					
TOTAL	\$3,850.00	\$ 18,000.00	\$ 7,700.00	NO LIGHTS	\$3,850.00
NOTE:					
INCLUDED IN THIS PACKAGE ARE ALL COSTS OF TRANSPORTATION, SET UP, OPERATION, AND REMOVAL OF EQUIPMENT ARE INCLUDED.					
This proposal is for 10 shows starting June 8th and ending August 24th 2011	\$17,875.00	\$ 36,000.00	\$ 7,700.00	\$ 16,500.00	\$17,875.00

PERFORMANCE LIGHTING INC

(847) 952-9600 FAX (847) 952-9620

VISIT OUR WEB SITE @ WWW.PERFORMANCELIGHTINGINC.COM

2012

from the desk of Russell Armentrout

VILLAGE OF BENSENVILLE / DIRECTOR OF SPECIAL EVENTS

VILLAGE OF BENSENVILLE

630.670.1692

CONTACT NAME: GARY THORSEN

INVOICE #	11012ra	SHOW/RENTAL	START SHOW/RENTAL	6.9.12
INVOICE DATE	1.10.12	SALE/REPAIR	END SHOW/RENTAL	8.25.12
PO #	MIP	QUOTE	X	

MUSIC IN THE PARK 11 SHOW DAYS

PRICED FOR 11 SHOWS

STAGE LIGHTING FULLY AUTOMATED

	QTY	PRICE	PRD	TOTAL
COMPLETE LIGHTING SYSTEM	1	1650	11	18,150
ELATION 1200C PROFILE MOVING LIGHT	6	0	11	0
MAC 301 LED MOVING WASH LIGHT	10	0	11	0
ALL DIMMING / CABLE	1	0	11	0
BASS HAZER	1	0	11	0
AVO PEARL EXPERT CONTROL	1	0	11	0

SOUND

EAW KF750 POWER W/ QSC POWER LITE AMPS	1	1650	11	18,150
DUAL 18" JBL SUBS POWERED WITH CROWN AMPS	1	0	11	0
YAMAHA PMD 48 CHANNEL MIXING CONSOLE	1	0	11	0
EAW DIGITAL PROCESSOR UX 8800	1	0	11	0
ALL EV STAGE MONITOR WEDGES 15' X 2"	8	0	11	0
EV DRUM FILL	1	0	11	0
ALL SHURE , SENNHEISER AND AKG MICROPHONE				

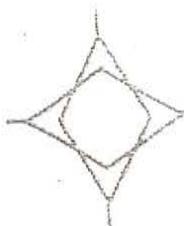
SYSTEMS DISCOUNT

1 -300 1 -300

TERMS: TBD

\$36,000

THANK YOU!



LITRONIX LTD.

1765 M. Confined Ct. Addison, IL 60101
T: 630.620.7874 F: 630.620.7577
www.litronix.com

Rental Proposal

2012

	Proposal No.
	2104

BILL TO
Gary Thomas Village of Bensenville Director of Special Events

SHIP TO
Music in the Park Bensenville, IL

YOUR PURCHASE ORDER NO.
TERMS
DATE TO EXPIRE

Event / Show Name	Loadin Date	Loadout Date	Ship Via	
			Co. Truck	
QTY	DESCRIPTION		RATE	AMOUNT
4	Per 64 6-Bar		50.00	200.00
1	Calco 30 Console		150.00	150.00
	Litronix ED-2400 36 x 2.4 DMR Dimmer Rack		250.00	250.00
	Subtotal			600.00
	1 Day System Discount (50%)		-50.00%	-300.00
	Subtotal			300.00
	Multiple Date System Discount (25%)		-25.00%	-75.00
	Subtotal for Lighting Equipment			225.00
1	Sound Tech, Festival		275.00	275.00
	Track Local Delivery Price (less than 15 miles)		200.00	200.00
	Subtotal for Labor and Services			475.00
				0.00
	Please note: This bid includes all cabling, gel, hardware and accessories on a per day basis for 10 show days. We provide everything to make the lighting system operational including a real Lighting Director. Since we are a full service lighting company, we stock many other items that might be required or requested on a per show basis. Our responsibility is the lighting system and we make sure that everything is right. Thank you for allowing us to bid on your event.		0.00	0.00
	Sales Tax not applicable to Rentals			
	Total			\$700.00

This Proposal is Valid for 60 Days!!

This Proposal is only Valid for the Equipment and/or Services listed above. Any changes necessitated by the desires of the Artist or Venue will be billed or credited accordingly.

Accepted by: _____ Printed Name: _____ Title: _____ Date: _____

RENTAL PROPOSAL

5012

CLIENT: VILLAGE OF BENSENVILLE ATTN: GARY THORSEN

GAND CONCERT SOUND PROPOSES TO PROVIDE (1) COMPLETE SOUND SYSTEM TO INCLUDE:

4-WAY STEREO PROPRIETARY SPEAKER SYSTEM
SOUNDCRAFT MH4 40-CHANNEL ANALOG FOH CONSOLE
RAMSA WR-S840 40-CHANNEL ANALOG MON CONSOLE
(8) PROPRIETARY STAGE MONITORS / 118 DRUMSUB // SIDEFILLS NOT REQUIRED
MICS / DI'S / STANDS PACKAGE // WIRELESS NOT INCLUDED
ALL CABLES & ACCESSORIES AS NEEDED ARE INCLUDED

NOT INCLUDED / NOT AVAILABLE "IN-HOUSE":
NOT INCLUDED / OPTIONAL:

LIGHTING SYSTEM
BACKLINE BANDGEAR

PROFESSIONAL SERVICES TO INCLUDE:

(2) EXPERIENCED AUDIO TECHNICIANS
FOR THE DURATION OF THE EVENT / TO SET UP & OPERATE THE SOUND SYSTEM
ADDITIONAL STAGEHAND LABOR AS NEEDED FOR LOAD-IN/SET-UP & STRIKE/LOAD-OUT
ALL EQUIPMENT TRANSPORTATION (DELIVERY & PICK-UP)

CLIENT WOULD BE REQUIRED TO PROVIDE (AT NO COST TO GAND CONCERT SOUND):
STAGE WITH WINGS / RISERS AS NEEDED
3-PHASE ELECTRICAL POWER AS NEEDED // ELECTRICIAN FOR TIE-IN & DISCONNECT
SECURE/PERMITTED ON-SITE PARKING FOR LARGE TRUCK AND (2) CARS

EVENT: "MUSIC IN THE PARK 2012" FESTIVAL
ARTIST: TBA SUPPORT: NO OPENING ACT / NO CLOSING ACT / NO DEEJAYS

EVENT LOCATION: MUNICIPAL PARK IN DOWNTOWN BENSENVILLE
(11) EVENT DATES: JUNE 13 / 20 / 27 JULY 11 / 18 / 25 // AUG 1 / 8 / 15 / 22 / 29, 2012

QUOTE: **\$ 1,500 PER DATE = \$ 1,500 TOTAL**

IT WOULD BE OUR PLEASURE TO PROVIDE OUR SERVICES TO YOU AND YOUR ORGANIZATION.
ADDITIONAL INFORMATION ON THE EQUIPMENT TO BE PROVIDED MAY BE FOUND AT: www.gand.com
PROPOSAL WRITTEN BY: TIMOTHY S. SWAN, VP/GM 847-630-7964 CELL

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 19, 2013

DESCRIPTION: Resolution authorizing execution of an agreement and purchase order with American Mobile Staging Inc. to construct the stage for Music in the Park 2013 series for \$16,225

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Recreation – APPROVED (7-0)

DATE: 2/12/13

BACKGROUND:

This agenda item is for the 24'x16'x4' stage which is used by the Music in The Park Bands. The 2013 Music in The Park Series runs from June 12 thru August 28 every Wednesday for 11 weeks in our town center. The American Mobile Staging contract of \$16,225 is the same as the 2012 contract.

The Village solicited three proposals from stage companies (attached) in 2012 and American Mobile Staging was substantially lower. American Mobile Staging is keeping 2013 pricing the same as the 2012 approved bid.

KEY ISSUES:

The purpose of this agenda item is to secure the appropriate stage needed for the production of Music in the Park 2013.

ALTERNATIVES:

- Execute the purchase order for stage used for production of Music in The Park
- Not to approve thus not having stage needed for our Music in The Park Series
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution and purchase order with American Mobile Staging for Music in The Park Series 2013. At their February 12, 2013, meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Cost of \$16,225. This is a budgeted item under the Admin portion of the 2013 budget.

ACTION REQUIRED:

Approval of resolution to execute and approve a purchase order for a stage for Music in The Park

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
American Mobile Staging Inc.**

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 Manager is authorized to execute a purchase order and contract in an amount of \$16,225.00 with American Mobile Staging Inc. to provide staging for the Music in The Park 2013 concert series. A deposit of \$8,112.50 which is 50% of the total to be paid by March 15, 2013 and \$8,112.50 to be paid no later than August 28, 2013.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

American Mobile Staging
Staging for special events for over 20 years

Quote Date Jan 16th, 2013

Production Quote:

Event name: Bensenville Summer concert series 2013

Event dates: Wednesday nights June 12, 19, 26, July 10, 17, 24, 31 Aug 7, 14, 21, and August 28, 2013

Attn : Gary Thorsen

Equipment to be provided:

24'x 6'x4' stage. The stage comes complete with an adjustable truss roof system.

The stage also has stairs, skirting and backdrop. We also include (2) 4 x 8 sound wings which makes the front of the stage 40ft wide leaving a clear 24 x 16 stage clear for the entertainment

Labor to deliver, set up and take down the stage is also included.

We can provide banner bars to hold your flanking banners on each side of the stage.

Total cost of 11 weeks is **\$16,225.00**

Thank you very much for your time.

Dave Girardi

American Mobile Staging

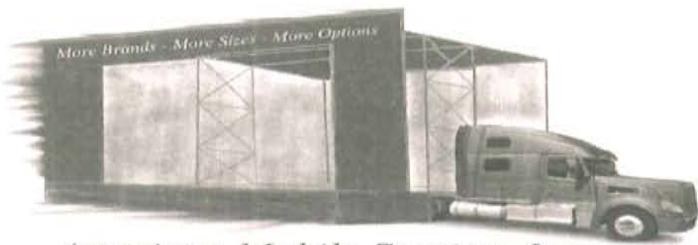
708-243-7091

630-521-0610

dgirardi@ameritech.net

3 Canturbury Ct, South Barrington, IL 60010 847-584-0350 Fax 847-584-0352

American Mobile Staging Inc.
3 Canterbury Court
South Barrington, IL. 60010



*American Mobile Staging, Inc.
Phone 847-584-0350 Fax 847-584-0352*

Village of Bensenville
Attn. Gary Thorsen
12 South Center
Bensenville, IL 60106

REC'D JAN 08 2013

Dear Gary,

Thank you for choosing American Mobile Staging, Inc. for your event production company. The following is an outline to process your contract.

1. This contract is sent unsigned.
2. Customer must sign at all X's and return all pages of this contract with a 50% deposit.
3. Your date is not confirmed until deposit and signed contract are received by AMS.
4. Your contract is not binding until deposit is received by AMS.
5. Any checks returned NSF will void contract.
6. We cannot hold dates. Any contract and deposit not returned in 20 days is void.
7. Please include directions to your event to ensure on-time delivery.
8. Please make check payable to: American Mobile Staging, Inc.

Thank you again for choosing American Mobile Staging, Inc.

Sincerely,
Nicholas R. Serino
President American Mobile Staging, Inc.

American Mobile Staging Inc.

3 Canterbury Ct. South Barrington IL. 60010

Ph. 847-584-0350 Fax. 847-584-0352

CONTRACT AGREEMENT

1. This contract is entered into this date 12/17/12.....
2. Between American Mobile Staging, Inc. and Village of Bensenville.
3. To provide services, personnel and/or equipment for Bensenville Concerts in the Park 2013 .
4. The services shall be provided by American Mobile Staging, Inc. to customer from 6/12/13 to 8/28/13 .
5. All personnel and equipment shall be returned to American Mobile Staging, Inc. by 8/29/13 .
6. Customer agrees to pay to American Mobile Staging, Inc. a total fee of \$16,225.00 .
7. A nonrefundable deposit shall be paid with the execution of this contract in the amount of \$8,112.50
8. Payment of the balance of this contract shall be made on 6/12/13 in the amount of \$8,112.50
9. No services and, or equipment shall be considered reserved until this contract is signed by customer and received by American Mobile Staging, Inc. with the deposit amount (from line 7).

CONTACT

Village of Bensenville

Attn. Gary Thorsen

12 South Center

Bensenville

IL 60106

Phone 630-594-1018

Fax

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.

Additional Terms, Conditions and Change Orders shall be set forth on **Schedule B** and are in addition to the contract price above.

Staging Rider shall be set forth on Schedule C. Customer shall pay all additional costs and expenses reflected therein.

DESIGNATED CONTRACTOR REPRESENTATIVE: Contractor designates Dave Girardi

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

Nicholas R. Serino, President
American Mobile Staging, Inc.

Customer, on behalf of:



Schedule A
Services to be Provided And Amendments

Year: 2013
 Date Out: 6/12/2013
 Date In: 8/28/2013
 Show: Bensenville Concerts in the Park 2013

SERVICES PROVIDED

- 1.
- 2.
- 3.
- 4.
5. 1 Superstage 24'x16'x4' Stage
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Discount:

Sub Total	\$16,225.00
Total Equipment:	\$16,225.00

Amendments:

16. The following are the dates for Bensenville concerts in the park
17. ...Dates: June 12, 19 and 26
 July 10, 17, 24 and 31
18. August 7, 14, 21 and 28
- 19.
- 20.

- 21.
- 22.
- 23.
- 24.
- 25.

Amendment Total:

Expenses:

Total Expenses:

Stages come with:	Stage	1	2	3	4
Banner Bars.....	Yes				
Sound Wings.....	Yes				
House Mix Site....					
Drum Riser.....					
Back Drop.....	Yes				
Monitor Mix Site..					
Skirting.....	Yes				
Extra Stair Units..					

LABOR

DATE	Crew	RATE	OT	OT TOTAL	TOTAL
------	------	------	----	----------	-------

Total Labor:

Total Labor:

Total Expenses:

Trucking:

Total Equipment: \$16,225.00

Amendments:

On Site Additions:

Total: \$16,225.00

Payments:

Balance Due: \$16,225.00

Customer,

On behalf of:

X

Schedule B

Additional Terms, Conditions and Change Orders

Change to contract	Fee	Approved By:
1.		<input type="checkbox"/>
2.		<input type="checkbox"/>
3.		<input type="checkbox"/>
4.		<input type="checkbox"/>
5.		<input type="checkbox"/>
6.		<input type="checkbox"/>
7.		<input type="checkbox"/>
8.		<input type="checkbox"/>
9.		<input type="checkbox"/>
10.		<input type="checkbox"/>

GENERAL TERMS AND CONDITIONS

Designated Agent: Contractor shall designate its agent who will be primarily responsible for supervision of Contractor's personnel and liaison with Customer and Customer's agent(s). The designated agent is the only person authorized by Contractor to accept or request any advances or cash draws during the term of this Agreement. Contractor reserves the right to substitute the designated agent at any time by giving notice to the Customer.

Equipment: Contractor warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, Contractor shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. Contractor makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold Contractor harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to Contractor in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the Contractor's agent or employees. Customer shall provide sufficient Workmen's Compensation, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the Contractor's equipment or personnel for which the Customer is responsible under the terms of this Agreement.

Contractor's Personnel: Unless otherwise specifically required by terms of this Agreement, Contractor shall not be required to provide personnel who are members of any union or guild. Contractor's personnel shall not be required to perform any services not contemplated under this agreement.

Indemnity: Each Party agrees to Indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the Indemnifying Party, including the Indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the Contractor during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to Contractor for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to Contractor by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow Contractor's personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the Contractor's equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of Contractor under this Agreement in order to allow Contractor to perform its obligations under this Agreement. Any additional costs and expenses incurred by Contractor to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that Contractor, or his designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to Contractor's personnel and/or equipment, the performer(s) or any other person(s) or property, Contractor or his designated representative shall have the right to delay or refuse to render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold Contractor and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: Contractor shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, acts of God, acts of restraint of any government agency or any similar such events which are beyond the reasonable control of Contractor.

Time is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of Schedule C to this Agreement and signed by Customer prior to the rendering of any Services by Contractor.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or American Mobile Staging Inc., and agreed upon by both sides, all terms and conditions schedules and riders shall readjust to those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed and original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

- Schedule A: Services to be provided
- Schedule B: Additional Terms, Conditions and Change Orders
- Schedule C: Staging Rider

Customer, on behalf of:



American Mobile Staging Inc.

Schedule C
Staging Contract Rider

The following terms and conditions will act as part of the American Mobile Staging Contract.

1. The undersigner shall secure any and all permits and/or fees for the placement and use of products of attached contract.
2. The placement of all stages will be on solid and level ground.
3. Any damage to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer. It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of American Mobile Staging's products.
4. The undersigner understands and agrees to pay for any damages to American Mobile Staging's equipment other than that of normal wear and tear or caused by American Mobile Staging Inc.
5. The undersigner understands they have the option to have onsite labor at a cost of \$300.00 per day for the first 8 hours and \$ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost the the customer and will be invoiced in addition to this contract. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.
I accept onsite labor._____ I decline onsite labor_____ 
6. The undersigner understands and agrees not to cover, hide or remove the American Mobile Staging, Inc. logo or phone number on any rented stage.
7. The undersigner agrees to send American Mobile Staging, Inc. directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.
8. The undersigner is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of American Mobile Staging, Inc.
9. The undersigner understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.
10. The under signer agrees not to exceed the uniform distributed weight limits of the stage roofs as follows:
16x16 Stage = 250 / LBS Uniform Distributed Load,
28x14 Stage or 32x14 Stage = 500 / LBS Uniform Distributed Load,
24x16 Stage or 24x20 = 750 / LBS Uniform Distributed Load,
32x20 Stage or 32x24 Stage = 1000 LBS Uniform Distributed Load,
40x24 Stage or 40x28 Stage = 1000 LBS Uniform Distributed Load,
40x30 Stage = 2000 LBS Uniform Distributed Load.
Unless a rigging plot is provided and approved by American Mobile Staging, Inc. 14 days prior to delivery date.
11. The undersigned understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of American Mobile Staging, Inc., including, but not limited to workers' compensation benefits. Customer further understands and agrees that it is solely responsible for complying with the Illinois Workers' Compensation Act to the extent it applies to any labor provided by and on behalf of Customer.
12. American Mobile Staging shall be allowed additional compensation in the event customer fails to comply with the terms set forth at length under the amendments section of this contract as it pertains to costs incurred by American Mobile Staging, Inc.
13. Any banners, backdrops, advertisements or decorations of any kind that are provided by the customer whether attached to the stage by the Customer or American Mobile Staging, Inc. shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind.

Undersigner, on behalf of: _____ Date _____

Date



Stage Proposals

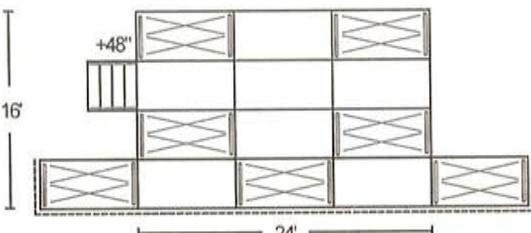


MANUFACTURER OF STAGING EQUIPMENT AND ACCESSORIES
Platforms • Ramps • Stairs • Roofs • Towers • Skirting • Banners • And More
Standard and Custom Items available for Purchase or Rent

• PROPOSAL •

Submitted to:	Gary Thorsen	Date:	January 9, 2012
Company:	Village of Bensenville	Job Name:	Music in the Park
Address:	12 South Center St.	Job Location:	12 South Center St.
City/State/Zip:	Bensenville, IL 60106	Event Date:	(7) of (11) Wednesdays *
Phone:	630.670.1692	Install:	By 3:00 or 4:00 pm
FAX:		Remove:	After 9:30 pm

We hereby submit specifications and estimates for:

	Per Event Price:	
24' wide x 16' deep x 4' high Stage with leveling suspension – set up on grass	\$ 1,036.00	
Includes (2) 4' x 8' Sound Wings		
(1) Stair with handrails	62.00	
Black blow-through Skirting for front	48.00	
No handrail for stage		
		
Equipment Rental (per event) – discounted for Village of Bensenville	\$ 1,146.00	
Transportation (per event) – Weekday delivery; Weeknight pick up; (1) 16' Truck	120.00	
Crew Labor (per event) – (2) hours to install; (1) hour OT to strike; (2) hours travel	1,020.00	
 * Event Dates = June 20, 27, July 11, 18, 25, August 15 and 22 Other (4) dates (Aug. 1, 8, 29 and Sept. 5) we are booked and not available	\$ 2,286.00 per event	

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows: **Payment Due At Delivery for each event**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Labor charges are based on estimated time required for set-up and take-down. Any hours over estimated time will incur additional charges and be invoiced. Transportation charges are based on estimated time for driver to deliver and pick-up equipment, with no 'staging' involved. Any alteration or deviation from above specifications involving extra costs will be executed only on written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Authorized Signature: 

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Date:

Print Name:

Signature:

Work will not begin without receipt of accepted and signed proposal. We thank you for the opportunity to work with you!

Gary,

Thanks for the call today. Attached is our Proposal to provide the stage you need for (7) of the (11) Music in the Park event dates. I'm sorry but the other (4) we are already booked and not available. This proposal is for the same equipment package we quoted you in January 2010 – for the stage, stairs and skirt. Only the labor has increased. This package does not include a roof or any kind of cover over the stage. Let us know if you need anything else at this time.

Kind regards,
Kathryn

Custom Design Inc.
795 Dave Pate Dr.
Roselle, IL 60172
Ph. 630.307.0807
Fx. 630.307.0838
www.customdesign-stages.com

Gary,

Thanks for the inquiry on staging for your events. We would love to do business with you over this summer. As Todd discussed with you today we would bring your event a mobile stage. We would leave it on site for the duration of the June 13th thru August 29, 2011. We will set-up and tear-down the stage, however you will be responsible to open and close before and after each event. We will leave unit there for the duration unless we need it for another event. We will not charge you any additional if we choose to tear it down in between events. We also can arrange to have sound and lights for your event Below you will find two different size options. Please look over and if you have any questions please let me know.

Option 1- Showmobile 28' x 14' @ 42" h, with 2- 8' x 4' Soundwings- \$2,250.00 First Event, \$1,700.00 each date afterwards.

Total for the 11 dates- **\$19,250**

Option 2- Showmobile 28' x 18' @ 42" h, with 2- 8' x 4' Soundwings- \$2,500.00 First Event, \$1,950.00 each date afterwards.

Total for the 11 - dates- **\$22,000**

Thanks

Jake Calhoun
Director of Operations
North Park Rental
9624 North Second Street
Machesney Park, IL 61115
v-815-633-9234
f-815-633-9236
jakec@northparkrental.com

VILLAGE OF BENSENVILLE

TYPE: Resolution SUBMITTED BY: Gary Thorsen DATE: Feb. 19, 2013

DESCRIPTION: Resolution authorizing execution of an agreement and purchase order with Entertainment Management Group to book the 2013 Music in The Park Series for \$29,700

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: Recreation – APPROVED (7-0)

DATE: 2/12/13

BACKGROUND:

The purpose of this agenda item is to book the bands for the upcoming Music in The Park (MIP) to assure the bands availability and times needed for assembling our schedule. The 2013 MIP series will start on June 12, 2013 and run thru August 28 for a total of 11 dates.

KEY ISSUES:

We book our acts through Entertainment Management Group. The cost for the 2013 MIP Series is \$29,700, which is \$900.00 less than the 2012 MIP series. This year as last year MIP will start at 7:30 and play until 9:30 which is an extra 30 minutes more than previous years at no additional charge. A listing of the acts for 2013 is included in the attachment.

ALTERNATIVES:

- Execute the purchase order for the 2013 Music in The Park line up with Entertainment Management Group
- Delay booking of the bands risking availability and times
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the resolution executing a contract with Entertainment Management Group as agent for the Village of Bensenville in contracting the groups for Music in the Park. At their February 12, 2013, meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Cost of \$29,700. This is a budgeted item under the Administration portion of the 2013 budget.

ACTION REQUIRED:

Approval of the resolution, execution of an agreement and purchase order to Entertainment Management Group for Music in the Park.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
Entertainment Management Group**

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 Manager is authorized to execute a purchase order and contract in the not to exceed amount of \$29,700.00 with Entertainment Management Group calling for a 50% payment of \$14,850.00 due March 15th and three equal payments of \$4,950.00 due 6/1/13, 7/1/13, 8/1/13. This is for the bands and services for The Music in The Park 2013 series.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Contract made this date 01/25/13, between The Village of Bensenville, Illinois (hereinafter referred to as PURCHASER) and Murray Weiner dba Entertainment Management Group, a sole proprietorship, (hereinafter referred to as AGENT)

The PURCHASER hereby engages the AGENT to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall be no more than \$29,700.00. Please Initial _____

1. EVENT : Music in the Park Please Initial _____
2. DATES: 6/12, 6/19, 6/26, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14, 8/21, 8/28/13 RAIN OR SHINE Please Initial _____
3. LOCATION: Town Center, 12 S. Center All bands will play from 7:30p-9:30p Please Initial _____
4. SERVICES PROVIDED: AGENT duties will include meeting with Village staff as necessary, contacting the bands (or representatives) listed under item #5, contracting for the bands services on behalf of the Village, scheduling of band load-ins and load-outs and on site supervision of each performance. AGENT will disburse all deposits and final payments for all of the bands Please Initial _____
5. With PURCHASER approval and acceptance of the special provisions listed under item #6, AGENT shall contract the following listed headline bands on behalf of the Village; Heartache Tonight, Chicago Tribune Anthology, The New Invaders, R Gang, Kashmir, 7th Heaven, Peter Oprisko, Arra, Generation, Chicago Catz, American English Please Initial _____

June 12 Heartache Tonight: A Salute To The Eagles
June 19 Chicago Tribune Anthology: The Chicago Experience
June 26 The New Invaders: The Ultimate 60's Flashback
July 10 R Gang: Motown, R&B
July 17 Kashmir: The Led Zeppelin Show
July 24 7th Heaven: Chicagoland's #1 Festival Band
July 31 Peter Oprisko: Frank Sinatra, Tony Bennett, and more
Aug 7 Arra: Voted Best Classic Rock Cover Band
Aug 14 Generation: 60's, "Blue Eyed Soul", 70's Arena Rock
Aug 21 The Chicago Catz: Funk & Dance
Aug 28 American English: The Complete Beatles Tribute

6. SPECIAL PROVISIONS: Please Initial _____

- {a} If any engagement is canceled due to inclement weather, band will receive full compensation.
- {b} To be provided by purchaser:
 - Dressing area equipped with tables, seating
 - Stage, sound, lights, power, 1 folding table & 2 chairs
 - Coolers, ice, bottled water, soda and diet soda for the stage
- {c} This contract cannot be canceled unless mutually agreed upon by both parties.
- {d} FORCE MAJEURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the AGENT'S control, then AGENT'S obligation with respect to the affected performance(s)/service(s) shall be excused and AGENT shall have no liability to PURCHASER in connection therewith. If band is present and able to perform and show is canceled, for any reason, PURCHASER shall be liable for total compensation for all services.

{e} In no event shall **AGENT** be liable for any personal injury or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment.

{f}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **AGENT**. Any fees imposed by BMI, ASCAP, or any other agency regarding song performance rights and royalties are solely the responsibility of the **PURCHASER**

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{h} It is agreed that **AGENT** acts as a Talent Consultant and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, its officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, bodily injury, personal injury, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{i} It is understood that **AGENT** depends on its resources (**PURCHASER**) for its livelihood. For that reason, **AGENT** shall retain the right to any re-booking of any band or key personnel by **PURCHASER** for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the **PURCHASER** within 12 months, **AGENT** shall be entitled to a fee no less than 10% of the gross Contract price.

{j} INDEPENDENT CONTRACTOR: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{k} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{l} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. PAYMENT: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

PURCHASER shall pay, with the fully executed contract, a **\$14,850.00** Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 03/15/13.
and

PURCHASER shall pay three equal **\$4,950.00** Payments to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** on 06/01/13, 7/1/13, and 8/1/13.

Please Initial _____

x _____ Date ____/____/____ X Murray Weiner _____ Date 1/25/13

PURCHASER
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

AGENT
Murray Weiner dba Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60007

Music In The Park

2013

Line Up

Date	Band 2013	Fee	Status	Style of Music Played
6/12/13	Heartache Tonight	\$2,400	2012	A Salute To The Eagles
6/19/13	Chicago Tribute Anthology	\$2,000	2012	The Chicago Experience
6/26/13	The New Invaders	\$3,000	2012	The Ultimate 60's Flashback
7/10/13	R Gang	\$1,700	7/3/2007	Motown, R&B
7/17/13	Kashmir	\$1,800	2011	The Led Zeppelin Show
7/24/13	7th Heaven	\$4,500	2012	Chicagoland #1 Festival Band
7/31/13	Peter Oprisko	\$1,700	NEW	Frank Sinatra, Tony Bennett, and more
8/7/13	Arra	\$3,200	2012	80's Classic Rock
8/14/13	Generation	\$2,400	NEW	60's,"Blue Eyed Soul", 70's Arena Rock
8/21/13	The Chicago Catz	\$2,000	2012	Funk & Dance (Ly Liberty Fest)
8/28/13	American English: Best of The Beatles	\$5,000	2012	The Complete Beatles Tribute
				Music In The Park 2012 Comparison
	Music	\$29,700		\$30,600
	Stage	\$16,225		\$16,225
	Sound & Lighting	\$18,000		\$18,000
	Misc : Porta Potties	\$750		\$750
	Carriage	\$7,425		\$7,425
	Artist	\$2,200		Artist \$2,200
	Total Event	\$74,300		\$75,200
	Budget	\$83,000		\$83,000
	Under Budget	-\$8,700		-\$7,800

Music in The Park 2012

Date	Band	Fee	Style of Music	50/50 Raffle
June 13, 2012	American English: Best of The Beatles	\$5,000	The Complete Beatles Tribute	Bison Boosters
June 20, 2012	Heartache Tonight: Eagles	\$2,500	A Salute To The Eagles	Bandits
June 27, 2012	Libido Funk Circus	\$2,300	70's Disco	American Legion
July 11, 2012	The New Invaders: Ultimate 60's	\$2,800	The Ultimate 60's Flashback	Kiwanis
July 18, 2012	Rico	\$2,300	A Celebration Of Santana	Lions
July 25, 2012	Hot Rocks	\$1,800	Rolling Stone	Boy Scouts
August 1, 2012	Mike & Joe	\$3,800	Chicago's Top Pop/Rock Group	American Legion
August 8, 2012	Chicago Tribute Anthology	\$2,300	The Chicago Experience	Bandits
August 15, 2012	7th Heaven	\$4,000	Chicagoland's #1 Festival Band	BBAA
August 22, 2012	Arra	\$3,300	Voted Best Classic Rock Cover Band	Boy Scouts
August 29, 2012	In Session	\$500	Hits From The 80's And 90's	Kiwanis
			Music	\$30,600
			Stage	\$16,225
			Sound & Lighting	\$18,000
			Misc : Porta Potties	\$750
			Carriage	\$7,425
			Artist	\$2,200
			Total Event	\$75,200
			Budget	\$83,000
			Under Budget	-\$7,800

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 19, 2013

DESCRIPTION: Resolution authorizing the execution of an Agreement and Purchase Order with Melrose Pyrotechnics Inc. for Liberty Fest 4th of July Fireworks Display for \$40,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Recreation – APPROVED (7-0)

DATE: 2/12/13

BACKGROUND:

This agenda item is for the Liberty Fest Fireworks Display that is held in Redmond Park on July 4, 2013. Melrose Pyrotechnics Inc. has provided us with our fireworks display over the past several years and will hold their price of \$25,000 which is the same as in 2012. By request of the board during a Budget Workshop, the fireworks display will be expanded at a cost of \$15,000.00 for a total of \$40,000.00.

During the Budget Workshop a reference to Itasca's fireworks show was mentioned as having a great display. It just so happens that the company they use is also Melrose Pyrotechnics Inc. Itasca's production run's around \$65,000.00 in which they use 8" and 10" shells along with ground effects. We are unable to use this size of shell or the ground effects because a setback is required of 700' and we only have 500' which constitutes the cost difference in our display vs. Itasca's. The quality and the quantity of our 3",4",5",& 6" shells will be the same as Itasca's show.

The Village solicited two proposals in 2012 (attached) and Melrose Pyrotechnics Inc. came in with the lowest bid as it has year after year. Melrose Pyrotechnics Inc. is keeping 2013 pricing the same as the 2012 approved bid.

KEY ISSUES:

The purpose of this procurement is to secure a quality vendor due to availability during this important holiday that many other communities are competing for the purpose of executing a fireworks display. The total cost to contract with Melrose Pyrotechnics is \$40,000.

ALTERNATIVES:

- Execute the purchase order for the production of the Liberty Fest fireworks display
- Do not have the fireworks display on the 4th
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution and the execution of an agreement and purchase order with Melrose Pyrotechnics Inc. in the amount not to exceed \$40,000.00. At their February 12, 2013 meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Cost of \$40,000. This is a budgeted item under the Admin portion of the 2013 budget.

ACTION REQUIRED:

Approval of resolution to execute an agreement and approve a purchase order for the Liberty Fest 4th of July Celebration.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
Melrose Pyrotechnics Inc.**

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 Manager is authorized to execute a purchase order and agreement in the not to exceed amount of \$40,000.00 with Melrose Pyrotechnics Inc. to provide a twenty-two minute fireworks display for Liberty Fest 4th of July, 2013.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Hoffman Estates Show Comparison

MELROSE PYROTECHNICS, INC.
AGREEMENT

This contract entered into this 13th Day of December AD 2012 by and between MELROSE PYROTECHNICS, INC. of Kingsbury, IN and Village of Bensenville (Customer) of City Bensenville State Illinois.

WITNESSETH: MELROSE PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER (1) one Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2013 Customer Initial , weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of MELROSE PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, MELROSE PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay to MELROSE PYROTECHNICS, INC. on demand, all MELROSE PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs, their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of \$40,000.00 (Forty thousand and 00/100 dollars). A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 500 feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorneys fees and court costs incurred by MELROSE PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.



By: _____

Date Signed: December 13, 2012

Wynn Cramer, Event Producer

P.O. Box 302
Kingsbury, IN 46345
(800) 771-7976

CUSTOMER

By _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____
(PLEASE TYPE OR PRINT)

Name _____

Address _____

Phone _____

Email _____

MAD BOMBER
FIREWORKS PRODUCTIONS
AGREEMENT

REC'D OCT 31 2011

This contract entered into this 26th day of October, 2011 by and between Mad Bomber Fireworks Productions of Kingsbury, Indiana hereinafter referred to as Seller, and
Village of Bensenville

Herein after referred to as Buyer, of Bensenville State Illinois

Witness: Seller agrees to provide and Buyer agrees to purchase a Fireworks Display in accordance with the program agreed upon. Buyer will pay Seller a sum of \$22,000.00 for said Display. Upon acceptance of this agreement Buyer will pay Seller a sum of Waived as an Earnest Money Deposit with the Balance due and payable within 30 days after the display date agreed upon. A late charge of 1 1/2% per month will be assessed on accounts not paid within thirty days of display date.

Both Seller and Buyer mutually agree to the following terms, conditions, and stipulations:

1. Seller will present said Fireworks Display on the evening of the 4th Day of July, 2012, it being understood that should there be inclement weather the day of the display the Seller has sole discretion to cancel display. An alternate display date will be given within six months of the original display date agreeable to both the Seller and Buyer.
2. The Fee for cancellation for any reason of the Fireworks Display is 40% of the agreement price if Buyer chooses to not select another display date within six months of the original display date.
3. Buyer will provide a sufficient area for the Display, including a minimum spectator set back of 560' feet at all points from the discharge area. Buyer will provide protection of the display by roping-off or other suitable means. Buyer will provide adequate police protection to prevent spectators from entering display area. Buyer agrees to search the fallout area at first light following a night display.
4. Seller reserves the right to terminate the Display in the event that persons enter the secured Danger Zone and Security is unable to secure the Danger Zone.
5. Seller agrees to provide Qualified Technicians to take charge of and present said Display.
6. Seller agrees to provide Liability Insurance in the amount of \$5,000,000.00 for the benefit of both the Buyer and Seller.
7. Mad Bomber Fireworks Productions retains the right to substitute product of equal or greater value in the event of shortages or unavailability of any particular item on the proposal.
8. Seller and Buyer agree to included Attachments, if any. See Attachments: none

Both Seller and Buyer hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

Mad Bomber Fireworks Productions

BUYER

By Randy McCasland
Randy McCasland, Director of Operations

By _____
(Its duly authorized agent, who represents that he/she has full authority to bind the Buyer.)
Date _____

Print Name _____

Address _____

Phone _____

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 19, 2013

DESCRIPTION: Resolution authorizing the execution of a contract and purchase order with American Mobile Staging for Liberty Fest 2013, for \$12,860

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Recreation – APPROVED (7-0)

DATE: 2/12/13

BACKGROUND:

This agenda item is for the 44'x 30' stage, lighting and sound which is used by the bands at our Liberty Fest July 4th 2013 Celebration. In addition we also want to include a 16' x 16' stage for our viewing area during the parade at no additional charge. American Mobile is keeping 2013 pricing the same as the 2012 approved bid in the amount of \$12,860.00

KEY ISSUES:

The purpose of this agenda item is to secure the appropriate stage needed for the production of our Liberty Fest 2013. The proposal from American Mobile Staging is for \$12,860.00, which includes a 16'x16' stage at no additional charge for our viewing area during the Liberty Fest parade.

ALTERNATIVES:

- Execute the purchase order for stage used for production of Liberty Fest
- Not to approve thus not having stage needed for our Liberty Fest 4th of July Celebration
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution and purchase order with American Mobile Staging for Liberty Fest 4th of July Celebration 2013. At their February 12, 2013, meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Cost of \$12,860. This is a budgeted item under the Admin portion of the 2013 budget.

ACTION REQUIRED:

Approval of resolution to execute and approve a purchase order for a stage for Liberty Fest 4th Celebration.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
American Mobile Staging Inc.**

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 Manager is authorized to execute a purchase order and contract in an amount of \$12,860.00 with American Mobile Staging Inc. to provide staging for the Liberty Fest 4th of July Celebration. A Deposit of \$6,430.00 which is 50% of the total will be due upon execution of the contract and the balance of \$6,430.00 will be due on or before July 3rd 2013.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

American Mobile Staging Inc.
3 Canterbury Court
South Barrington, IL. 60010



American Mobile Staging, Inc.
Phone 847-584-0350 Fax 847-584-0352

Village of Bensenville
Attn. Gary Thorsen
12 South Center
Bensenville , IL 60106

REC'D JAN 08 2013

Dear Gary,

Thank you for choosing American Mobile Staging, Inc. for your event production company.
The following is an outline to process your contract.

1. This contract is sent unsigned.
2. Customer must sign at all X's and return all pages of this contract with a 50% deposit.
3. Your date is not confirmed until deposit and signed contract are received by AMS.
4. Your contract is not binding until deposit is received by AMS.
5. Any checks returned NSF will void contract.
6. We cannot hold dates. Any contract and deposit not returned in 20 days is void.
7. Please include directions to your event to ensure on-time delivery.
8. Please make check payable to: American Mobile Staging, Inc.

Thank you again for choosing American Mobile Staging, Inc.

Sincerely,
Nicholas R. Serino
President American Mobile Staging, Inc.

American Mobile Staging Inc.

3 Canterbury Ct. South Barrington IL. 60010

Ph. 847-584-0350 Fax. 847-584-0352

CONTRACT AGREEMENT

1. This contract is entered into this date 12/17/12.
2. Between American Mobile Staging, Inc. and Village of Bensenville.
3. To provide services, personnel and/or equipment for Bensenville 4th of July 2013.
4. The services shall be provided by American Mobile Staging, Inc. to customer from 7/4/13 to 7/4/13.
5. All personnel and equipment shall be returned to American Mobile Staging, Inc. by 7/5/13.
6. Customer agrees to pay to American Mobile Staging, Inc. a total fee of **\$12,860.00**.
7. A nonrefundable deposit shall be paid with the execution of this contract in the amount of **\$6,430.00**.
8. Payment of the balance of this contract shall be made on 7/4/13 in the amount of **\$6,430.00**.
9. No services and, or equipment shall be considered reserved until this contract is signed by customer and received by American Mobile Staging, Inc. with the deposit amount (from line 7).

CONTACT

Village of Bensenville

Attn. Gary Thorsen

12 South Center

Bensenville

IL 60106

Phone 630-594-1018

Fax

Services to be Provided And Amendments to this agreement shall be set forth on **Schedule A**.

Additional Terms, Conditions and Change Orders shall be set forth on Schedule B and are in addition to the contract price above.

Staging Rider shall be set forth on Schedule C. Customer shall pay all additional costs and expenses reflected therein.

DESIGNATED CONTRACTOR REPRESENTATIVE: Contractor designates **Dave Girardi**

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

Nicholas R. Serino, President
American Mobile Staging, Inc.

Customer, on behalf of:



Schedule A
Services to be Provided And Amendments

Year: 2013
 Date Out: 7/4/2013
 Date In: 7/4/2013
 Show: Bensenville 4th of July 2013

SERVICES PROVIDED

1. 48 Inst Lighting System
- 2.
3. (1) 80 KW Generator
- 4.
5. 1 Superstage 44'x30' Stage
- 6.
7. 1 American Mobile 16'X16'X3' Stage
- 8.
9. 4 Block Sound System
10. Full Monitor rig
11. (3) Delays: these will arrive on July 4th only
12. (2) Wireless delays these will arrive on July
13. 4th only.
14. Customer to supply (3) 4 x 8 risers for delay
15. stacks.

Discount:

Sub Total	\$12,860.00
Total Equipment:	\$12,860.00

Amendments:

- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.

Amendment Total:

Expenses:

Total Expenses:

Stages come with:	Stage	1	2	3	4
Banner Bars.....	Yes				
Sound Wings.....	Yes				
House Mix Site....	Yes				
Drum Riser.....	No				
Back Drop.....	Yes				
Monitor Mix Site..	Yes				
Skirting.....	Yes				
Extra Stair Units..					

LABOR

DATE	CREW	RATE	OT	OT TOTAL	TOTAL
------	------	------	----	----------	-------

Total Labor:

Total Labor:

Total Expenses:

Trucking:

Total Equipment: \$12,860.00

Amendments:

On Site Additions:

Total: \$12,860.00

Payments:

Balance Due: \$12,860.00

Customer,

On behalf of:

X

Schedule B
Additional Terms, Conditions and Change Orders

Change to contract	Fee	Approved By:
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

GENERAL TERMS AND CONDITIONS

Designated Agent: Contractor shall designate its agent who will be primarily responsible for supervision of Contractor's personnel and liaison with Customer and Customer's agent(s). The designated agent is the only person authorized by Contractor to accept or request any advances or cash draws during the term of this Agreement. Contractor reserves the right to substitute the designated agent at any time by giving notice to the Customer.

Equipment: Contractor warrants and represents that the equipment furnished under this Agreement is in good and efficient working order. In the event of equipment failure through no fault of Customer, Contractor shall repair or replace said equipment as quickly as possible so as to minimize any delay or inconvenience to Customer. Contractor makes no warranty or representation of any kind as to the suitability of said equipment for any given purpose. Customer warrants and represents that said equipment shall be used only under those conditions, and for those purposes, for which it was designed and intended. Customer agrees to hold Contractor harmless from any and all loss, damage and expenses caused by or arising out of the use of said equipment. As well as transportation if transported by customer. Customer shall return all equipment to Contractor in the same condition as delivered to Customer, except for normal wear and tear in similar service.

Insurance: Customer will be held responsible for any loss, damage, injury, and/or expense caused by or arising out of the use of said equipment, or by the negligence or intentional act of any person other than the Contractor's agent or employees. Customer shall provide sufficient Workmen's Compensation, Casualty and Public Liability Insurance coverage for any loss, damage, injury or expense caused to the Contractor's equipment or personnel for which the Customer is responsible under the terms of this Agreement.

Contractor's Personnel: Unless otherwise specifically required by terms of this Agreement, Contractor shall not be required to provide personnel who are members of any union or guild. Contractor's personnel shall not be required to perform any services not contemplated under this agreement.

Indemnity: Each Party agrees to indemnify, defend and hold the other Party and its respective officers, officials, agents, and employees harmless from and against any and all claims, damages, liability, loss and expenses (including reasonable attorney fees), by reason of any negligent or wrongful act or omission of the indemnifying Party, including the indemnifying Party's officers, officials, agents, employees and invitees.

Credits: If any portions of the services produced by the Contractor during the term of this Agreement are broadcast or reproduced for commercial exhibition or release, other than news coverage, Customer agrees that an appropriate credit will be given to Contractor for the Services under the Agreement. No additional fees will result, provided appropriate credit is given. Bad faith or inadvertent failure to give such credit shall be deemed a breach of this Agreement and will result in additional fees being paid to Contractor by Customer for such commercial use.

Customer Duties: Customer shall provide adequate and timely access to the place of performance to allow Contractor's personnel sufficient time and ability to perform its obligations under this Agreement. Customer shall also be responsible for providing adequate security for the safety of the Contractor's equipment and personnel. In addition, Customer shall be responsible for providing for any and all ancillary and necessary Services and conditions not specifically required of Contractor under this Agreement in order to allow Contractor to perform its obligations under this Agreement. Any additional costs and expenses incurred by Contractor to fulfill Customer's duties under this Agreement shall be paid by Customer.

Unsafe Conditions: In the event that Contractor, or his designated representative, shall in good faith determine that the conditions (whether due to access, exposure, weather, or otherwise) are unsafe to Contractor's personnel and/or equipment, the performer(s) or any other person(s) or property, Contractor or his designated representative shall have the right to delay or refuse render any further Services under this Agreement without liability or breach of this Agreement unless and until the Customer shall acknowledge such conditions in writing and specifically indemnify and hold Contractor and his personnel harmless from any and all loss, damage, injury, and/or expense arising from or relating to the use of equipment during the term of this Agreement.

Force Majeure: Contractor shall not be liable for any delay or failure to perform under this Agreement if such delay or failure is caused or prohibited by conditions of force majeure, including strikes, labor disputes, fire, breakdown of transportation, acts of God, acts of restraints of any government agency or any similar such events which are beyond the reasonable control of Contractor.

Time is of the Essence: It is understood and agreed by all parties to this Agreement that time is of the essence.

Modifications and Changes: Any modifications, changes or amendments to this Agreement, whether oral or in writing, which are made between the date of this Agreement and commencement of Services and obligations to be performed by Contractor, shall be set forth in writing as part of Schedule C to this Agreement and signed by Customer prior to the rendering of any Services by Contractor.

Early Delivery: In the event of early delivery or late pickup whether beneficial to the Customer or American Mobile Staging Inc., and agreed upon by both sides, all terms and conditions schedules and riders shall readjust to those dates.

General Provisions: This Agreement may be executed in counterparts, each of which will be deemed and original for all intents and purposes. In the event of any action at law or equity, including any arbitration proceedings, the prevailing party shall be entitled to reasonable attorney's fees and costs. Notwithstanding the fact that one or more parties hereto may have executed this Agreement outside the State of Illinois, it is acknowledged and agreed that this Agreement shall be governed by and construed under the law of the State of Illinois and in the event of any suit to enforce or interpret this Agreement or any of its terms and conditions, the parties agree that this Agreement shall be deemed to have been executed within the State of Illinois, and any action shall be instituted in the court of competent jurisdiction in the County of Cook, State of Illinois.

- Schedule A: Services to be provided
- Schedule B: Additional Terms, Conditions and Change Orders
- Schedule C: Staging Rider

Customer, on behalf of:



American Mobile Staging Inc.

Schedule C Staging Contract Rider

The following terms and conditions will act as part of the American Mobile Staging Contract.

1. The undersigner shall secure any and all permits and/or fees for the placement and use of products of attached contract.
2. The placement of all stages will be on solid and level ground.
3. Any damage to any surface as a result of delivery or pickup including, but not to be limited to, baseball or soccer fields, parks and sprinkler systems is the responsibility of the customer. It is the customer's responsibility to install a solid surface such as plywood to ensure a safe delivery and pickup of American Mobile Staging's products.
4. The undersigner understands and agrees to pay for any damages to American Mobile Staging's equipment other than that of normal wear and tear or caused by American Mobile Staging Inc.
5. The undersigner understands they have the option to have onsite labor at a cost of \$300.00 per day for the first 8 hours and \$ 45.00 per hour thereafter during show days. This fee is to supply the customer with one person to manage the functions of the stage such as roof movement, and safety monitoring. This is an additional cost to the customer and will be invoiced in addition to this contract. By declining onsite labor the responsibilities and liability of the stage becomes that of the customer and undersigner.
I accept onsite labor. _____ I decline onsite labor. 
6. The undersigner understands and agrees not to cover, hide or remove the American Mobile Staging, Inc. logo or phone number on any rented stage.
7. The undersigner agrees to send American Mobile Staging, Inc. directions to the event as well as setup and take down times 7 days prior to the event to assure an on time delivery.
8. The undersigner is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect the equipment and staff of American Mobile Staging, Inc.
9. The undersigner understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule B and C net 30 days of setup in date.
10. The undersigner agrees not to exceed the uniform distributed weight limits of the stage roofs as follows:
16x16 Stage = 250 LBS Uniform Distributed Load.
28x14 Stage or 32x14 Stage = 500 LBS Uniform Distributed Load.
24x16 Stage or 24x20 = 750 LBS Uniform Distributed Load.
32x20 Stage or 32x24 Stage = 1000 LBS Uniform Distributed Load.
40x24 Stage or 40x28 Stage = 1000 LBS Uniform Distributed Load.
40x30 Stage = 2000 LBS Uniform Distributed Load.
Unless a rigging plot is provided and approved by American Mobile Staging, Inc. 14 days prior to delivery date.
11. The undersigned understands and agrees that any labor provided by Customer (whether paid labor or volunteered on behalf of Customer) shall not be entitled to any benefits afforded employees of American Mobile Staging, Inc., including, but not limited to workers' compensation benefits. Customer further understands and agrees that it is solely responsible for complying with the Illinois Workers' Compensation Act to the extent it applies to any labor provided by and on behalf of Customer.
12. American Mobile Staging shall be allowed additional compensation in the event customer fails to comply with the terms set forth at length under the amendments section of this contract as it pertains to costs incurred by American Mobile Staging, Inc.
13. Any banners, backdrops, advertisements or decorations of any kind that are provided by the customer whether attached to the stage by the Customer or American Mobile Staging, Inc. shall be the sole responsibility and liability of the customer as it pertains to loss, damage and injury of any kind.

Undersigner, on behalf of:

Date



American Mobile Staging Inc.

3 Canterbury Ct. South Barrington IL. 60010

Ph. 847-584-0350 Fax. 847-584-0352

CONTRACT AGREEMENT

1. This contract is entered into this date 2/16/12.
2. Between American Mobile Staging, Inc. and Village of Bensenville.
3. To provide services, personnel and/or equipment for Bensenville 4th of July 2012.
4. The services shall be provided by American Mobile Staging, Inc. to customer from 7/4/12 to 7/4/12.
5. All personnel and equipment shall be returned to American Mobile Staging, Inc. by 7/5/12.
6. Customer agrees to pay to American Mobile Staging, Inc. a total fee of \$12860.00.
7. A nonrefundable deposit shall be paid with the execution of this contract in the amount of \$6,430.00.
8. Payment of the balance of this contract shall be made on 7/4/12 in the amount of \$6,430.00.

CONTACT

Village of Bensenville

Attn. Gary Thorsen

12 South Center

Bensenville

IL 60106

Phone 630-594-1018

Fax

ADDITIONAL TERMS, CONDITIONS AND CHARGES: Services to be provided to this agreement shall be set forth on Schedule A. Additional Terms, Conditions and on site Change Orders shall be set forth on Schedule B. Staging Rider shall be set forth on Schedule C. Customer shall pay all additional costs and expenses reflected therein.

DESIGNATED CONTRACTOR REPRESENTATIVE: Contractor designates Dave Girardi.

GENERAL TERMS AND CONDITIONS: All the general terms and conditions attached to this agreement are incorporated by reference herein as though set forth at length. All such terms and conditions as well as riders have been read and understood by the parties to this agreement.

AUTHORITY: Each party executing this agreement, or any changes thereto, warrants and represents to the other that they have the right and authority to enter into this agreement on behalf of, and legally bind, the party for whom they are signing.

This contract at the sole discretion of American Mobile Staging Inc. may be canceled if not returned and accompanied by the deposit in 20 days of line 1 above without notification to the customer of any kind.

Nicholas R. Serino, President
American Mobile Staging, Inc.

Customer, on behalf of:



VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 19, 2013

DESCRIPTION: Resolution authorizing execution of an agreement and purchase order with Entertainment Management Group for the Liberty Fest Celebration on July 4th 2013, for \$5,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village
 X Quality Customer Oriented Services
 X Safe and Beautiful Village

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

COMMITTEE ACTION: Recreation - APPROVED

DATE: 2/12/13

BACKGROUND:

This agenda item is for the booking of the entertainment portion of Liberty Fest for July 4th 2013. The first group will start at 3pm to 4:30 second group 5:15 to 6:45 and final group High Infidelity will begin at 7:30 to 9:30 at which time the fireworks will begin. Entertainment Management Group cost is \$5,000.00.

KEY ISSUES:

The purpose of this agenda item is to book the bands for the upcoming Liberty Fest Celebration to assure the bands availability and times needed for assembling our schedule. The first and second groups are to be determined at this time, while the headlining act will be High Infidelity.

ALTERNATIVES:

- Execute the purchase order for the 2013 Liberty Fest Celebration with Entertainment Management Group
- Delay booking of the bands risking availability and times
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval a contract with Entertainment Management Group as agent for the Village of Bensenville in contracting the groups for The Liberty Fest July 4th Celebration. At their February 12, 2013, meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Cost of \$5,000. This is a budgeted item under the Administration portion of the 2013 budget

ACTION REQUIRED:

Approval of an agreement and purchase order to Entertainment Management Group.

Resolution No. R-

**Authorizing Execution of Purchase Order with
Entertainment Management Group**

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

That the Village Manager is authorized to execute a purchase order in an amount of \$5,000.00 to Entertainment Management Group to pay for the entertainment lineup and fee structure for the 2013 Liberty Fest on July 4th at Redmond Park. Payment is to be made in two installments, first installment of \$2,500.00 is due on March 15, 2013 and the balance of \$2,500.00 is due by June 11, 2013. The Village Manager is authorized to execute such internal administrative documents, if any as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Contract made this date 01/25/13, between The Village of Bensenville, Illinois (hereinafter referred to as PURCHASER) and Murray Weiner dba Entertainment Management Group, a sole proprietorship, (hereinafter referred to as AGENT)

The PURCHASER hereby engages the AGENT to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties shall be no more than \$5,000.00. Please Initial _____

1. EVENT : Liberty Fest Please Initial _____
2. DATES: 7/04/13 RAIN OR SHINE Please Initial _____
3. LOCATION: Redmond Park, 735 E. Jefferson 3:00p-9:30p Please Initial _____
4. SERVICES PROVIDED: AGENT duties will include meeting with Village staff as necessary, contacting the bands (or representatives) listed under item #5, contracting for the bands services on behalf of the Village, scheduling of band load-ins and load-outs and on site supervision of each performance. AGENT will disburse all deposits and final payments for all of the bands Please Initial _____
5. With PURCHASER approval and acceptance of the special provisions listed under item #6, AGENT shall contract the following listed bands on behalf of the Village: Hi Infidelity & 2 bands to be determined (TBD).
3:00-4:30 TBD
5:15-6:45 TBD
7:30-9:30 Hi Infidelity Please Initial _____
6. SPECIAL PROVISIONS: Please Initial _____
 - {a} If any engagement is canceled due to inclement weather, band will receive full compensation.
 - {b} To be provided by purchaser:
Dressing area equipped with tables, seating
Stage, sound, lights, power, 1 folding table & 2 chairs
Coolers, ice, bottled water, soda and diet soda for the stage
 - {c} This contract cannot be canceled unless mutually agreed upon by both parties.
- {d} FORCE MAJEURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the AGENT'S control, then AGENT'S obligation with respect to the affected performance(s)/service(s) shall be excused and AGENT shall have no liability to PURCHASER in connection therewith. If band is present and able to perform and show is canceled, for any reason, PURCHASER shall be liable for total compensation for all services.
- {e} In no event shall AGENT be liable for any personal injury or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment.
- {f} No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior WRITTEN permission of the AGENT . Any fees imposed by BMI , ASCAP, or any other agency regarding song performance rights and royalties are solely the responsibility of the PURCHASER
- {g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{h} It is agreed that AGENT acts as a Talent Consultant and assumes no liability hereunder. PURCHASER agrees to hold AGENT harmless from any action of any band or band member. PURCHASER shall defend, indemnify and hold AGENT, its officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, bodily injury, personal injury, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{i} It is understood that AGENT depends on its resources (PURCHASER) for its livelihood. For that reason, AGENT shall retain the right to any re-booking of any band or key personnel by PURCHASER for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the PURCHASER within 12 months, AGENT shall be entitled to a fee no less than 10% of the gross Contract price.

{j} INDEPENDENT CONTRACTOR: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{k} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{l} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached ARTIST riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. PURCHASER, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. PAYMENT: All payments shall be paid by CERTIFIED CHECK or CORPORATE CHECK as follows:

PURCHASER shall pay, with the fully executed contract, a **\$2,500.00** Deposit to, and in the name of, ENTERTAINMENT MANAGEMENT GROUP not later than 03/15/13.

and

PURCHASER shall pay a final payment of **\$2,500.00** Payments to, and in the name of, ENTERTAINMENT MANAGEMENT GROUP on 06/01/13

Please Initial _____

x _____ Date ___/___/___

x *Murray Weiner* _____ Date 1/25/13

PURCHASER
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

AGENT
Murray Weiner dba Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60007

LIBERTY FEST
2013

Project 2013						
Total Band Expense	\$5,000					
Stage Sound and Lighting	\$12,860					
Fireworks	\$40,000					
Porto Potties	\$1,400					
Advertising	\$500					
Additional Lighting Towers for Safety	\$0					
Additional Chairs Needed For Beer Tent	\$0					
Maher Lumber Hardware (Stakes For No Parking Signs)	\$40					
Home Depot (Misc Supplies)	\$150					
Staff Shirts	\$200					
Ponies	\$750					
2013 Liberty Fest	\$60,900					
Parade & Barracades	\$10,000					
		Budget 2011	ACTUAL 2011	Budget 2012	ACTUAL 2012	Budget 2013
		\$83,500	\$75,000	\$56,000	\$55,961	\$71,000
						\$70,900
Total Liberty Fest 2013						

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb 19, 2013

DESCRIPTION: Resolution authorizing execution of an agreement and purchase order with JGH Technologies for the purchase and installation of two digital projectors in the Bensenville Theatre, at a cost of \$89,617.52.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Recreation – APPROVED (7-0)

DATE: 2/12/13

BACKGROUND:

By the end of 2012, the majority of theaters were showing movies digitally. This year, film will slip to niche status which will limit movie selections and could possibly push back availability. By 2015, used in only 17 percent of global cinemas, old 35 mm film will be mostly gone. For the Bensenville Theatre to remain relevant and functional, our 35MM projectors need to be upgraded to 2 digital projectors.

KEY ISSUES:

Staff solicited three proposals for our conversion. The proposals are attached and summarized below:

1. Progressive Cinema Solutions – Used Equipment: \$75,434
2. Progressive Cinema Solutions – New Equipment: \$118,631.87
3. JGH Technologies – New Equipment: \$89,617.52 (includes the capability of having a power point presentation)

Staff recommends contracting with JGH Technologies for \$89,617.52 for new equipment. The Village has done business with JGH Technologies in 2005 with the upgrading of the sound system in both theatres so they are very familiar with the theatre and the present equipment which should make for a very smooth conversion. While the Progressive Cinema Solutions used products are slightly less expensive, we believe that JGH's price for new equipment is the better deal and will provide a higher quality product. Both of these low bids are well under our budgeted amount of \$120,000. In addition, we estimate approximately \$5,000.00 in payroll savings by reducing our staff because due to no longer needing to thread film and lift heavy metal canisters.

ALTERNATIVES:

- Reject converting to digital and risk not being able to show new films at the Bensenville Theatre
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the resolution executing a contract with JGH Technologies. At their February 12, 2013, meeting the Recreation and Community Building Committee recommended approval (7-0) of this item.

BUDGET IMPACT:

Total Expenditure of \$89,617.52. This is a budgeted item under the Capital Improvements Fund in the 2013 budget. Budgeted amount was \$120,000, which results in a savings of \$30,382.48.

ACTION REQUIRED:

Approval of the resolution, execution of an agreement and purchase order for project.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
JGH Technologies**

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 Manager is authorized to execute a purchase order and agreement in the not to exceed amount of \$89,617.52 with JGH Technologies for the purchase and installation of digital projectors replacing the current 35mm projectors in the Bensenville Theatres.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2013.

APPROVED:

Frank Soto
Village President

ATTEST

Susan Violet Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

JGH TECHNOLOGIES

Cinema Imaging and Sound System Equipment Sales and Service



520 Oakhill Road, Elgin, Illinois 60120

*Member Society of Motion
Picture and Television Engineers*

Tel: 847-833-9198 Fax: 847-697-9731 Email: cinema@jgtech.com

January 11, 2013

Quoted To:
Village of Bensenville / Bensenville Cinemas
9 South Center Street
Bensenville, IL 60106

Shipping To:
Village of Bensenville / Bensenville Cinemas
9 South Center Street
Bensenville, IL 60106

Quotation No. 121206V5-DOREMI
Superseding All Previous Quotations

For digital motion picture projection conversion of Bensenville Cinemas. Bensenville, IL:

JGH Tech Eq and Inst Manifest 121206V3-DOREMI, Bensenville Theatres, Bensenville, IL.

Line No.	Quan.	Item ID.	Item Alt. ID.	Item Description	
1	2	NEC-01	NC900C-xxZ-IMS	NEC S2K D-Cinema Projector w/ .69" DMD's, Lens and Lamps LIMITED TO MAXIMUM 7.0 FOOT LAMBERT 3D FORMAT IN THE FUTURE AT ADDITIONAL COST USING POLARIZING REAL-D XL 3D SYSTEM AND REAL-D APPROVED SILVER SCREEN.	REQUIRED PROJECTOR LENS AVAILABLE APRIL 2013.
2	2			Doremi "all in one" Integrated Media Server with 2TB Raid5 Storage.	
3	2		JGH-429	Generic low cost "notebook" computer for WEB browser access to server.	
4	2	D198224	SMC8508T	SMC 8-Port Gigabit Switch, Rack-Mount, 1U, 115VAC	
5	2			Automation via DOREMI GPIO interface.	
6	2		JGH-178	Tripp-Lite SMARTINT2200VS Tower UPS System 2.2kVA 230V 1600 watts	
7	2		JGH-127	Power cable package.	
8	2	BASE_01	Strong	S2K Projector Pedestal, NO Power Distribution, Keyboard Drawer or Monitor Arm	
				SUB TOTAL for Projector, Lens, Power Supply, Server, and related components, etc. above.	80,614.10

9	2	NEC-11	NP-9LF01	NC900C Lamp Service Kit (2 ea NP-9LP01 Lamps & NP-9AF01 Filter Kit)	
10	2	2475506	DAX-602	USL D/A Converter, 6-channels for use with existing CP650 cinema sound processor.	
11	2	2475511	DAX-RAX	Rack Mount Kit for DAX-602	
				SUB TOTAL for Sound accessories, Projector accessories, etc. above.	3,803.42
12	1			NO SCREEN OR MASKING CHANGES INCLUDED, EXISTING SCREENS TO BE USED AS IS.	
				SUB TOTAL for Screen Equipment, etc. above.	0.00
13	2			Freight charge for delivery of booth equipment.	1,500.00
14	2			Digital projector and server installation. Includes sound system interface. Install does not include electrical, HVAC and port window work. Delays caused by outside contractors is not covered under this pricing.	2,000.00
15	2			Disconnection and removal from building of existing 35mm film projection equipment.	500.00
				DIGITAL PROJECTOR SYSTEMS ARE STANDALONE. NO REMOTE CONTROL OR NETWORK FUNCTIONS INCLUDED.	
				ELECTRICAL REQUIRED FOR DIGITAL PROJECTOR ONE 220-240V AC, 50/60Hz SINGLE PHASE 20 AMP CIRCUIT TO PROJECTOR PEDESTAL. JGH TECH TO USE FEED TO EXISTING FILM XENON LAMP POWER SUPPLY FOR ABOVE.	
				THEATRE OWNER TO PROVIDE NECESSARY BOOTH HVAC MODIFICATIONS TO COMPLY WITH THE FOLLOWING: BOOTH OPERATIONAL TEMPERATURE SHALL BE MAINTAINED BETWEEN 50 DEGREES F. AND 95 DEGREES F. INCLUSIVE AND HUMIDITY LEVEL BETWEEN 10% AND 85% INCLUSIVE NON-CONDENSING. NOTE THIS PROJECTOR EXHAUSTS DIRECTLY INTO BOOTH.	
				EXISTING CINEMA SOUND AMPLIFIERS AND SPEAKERS TO BE USED AS IS. NO MODIFICATIONS OR REPAIRS INCLUDED.	
				End of list.	
				Primary quotation price not including sales tax in USD	88,417.52
				Illinois Sales Tax Exempt Government Agency	0.00
				Primary amount due upon placement of order in USD	88,417.52

Optional at additional cost.

16	1	JGH-326	Economy video scaler, Blu-ray player and HDMI cable. May be used in either auditorium one at a time. For Blu-ray disk presentations and owner computer video VGA presentations such as power point. Including installation.	1200.00
			Primary quotation and option price not including sales tax in USD	89,617.52
			Illinois Sales Tax Exempt Government Agency	0.00
			Primary quotation and option amount due upon placement of order in USD	89,617.52

JGH Tech Eq and Inst Manifest 121206V3-DOREMI, Bensenville Theatres, Bensenville, IL

Additional Terms:

Any amount unpaid 30 days after due shall be subject to an additional service charge of one and one half percent per month of the unpaid amount thereafter.

This quotation expires after February 28, 2013. The use of the word owner shall be understood to be the theatre owner or theatre operator.

Notes:

1. Auditorium to use only polarizing RealD XL3D system in the future. Owner responsible for procurement of 3D equipment in the future. 3D system installation in the future shall be at additional cost.
2. Date of delivery of equipment to job site subject to availability of equipment on date of receipt of funds stated as due upon placement of order. JGH Technologies or Ballantyne-Strong Inc. shall not be liable for any monetary loss or physical damage sustained by the owner or others caused by the failure of this project to be completed on any date specified or unspecified by the owner or others, caused by the interruption or cancellation of any performances, caused by the loss of or damage to goods during transit, storage or installation, or caused by any other reason.



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Home > Manufacturers > NEC Projectors > **NEC NC900C DLP Projector**

Printer Friendly

Keyword Search

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Projector Types

Portable
Home Cinema
Office
Large Venue

Projector Brands

3M
Acer
ASK Proxima
Barco
BenQ
Boxlight
Butterfly
Canon
Casio
Christie
CineVERSUM
Dell
Digital Projection
DreamVision
Dukane
EIKI
Epson
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Projector Accessories

Cases
Lamps

NEC NC900C DLP Projector

NEC



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The NC900C is the ideal Digital Cinema Projection solution for Cinemas with small screens or small projection booths that are looking for High Quality Cinema Projection at an affordable price, or for Art Houses, Mobile Cinemas, Cinemas in Universities and Public Buildings and even for High End Home Cinemas. The 2K DCI Compliant Cinema quality means an outstanding image that is bright enough to display on screens up to 9m in DCI color.

Designed for theaters with small screens, NEC's NC900C DLP cinema projector delivers an enhanced theater experience with pristine images. With its S2K chip set from Texas Instruments®, the NC900C is the most compact 2K DCI-certified digital cinema projector on the market. Its small size enables it to be installed in small projection booths within the theater or transported for mobile applications. The all-in-one Integrated Media Server (IMS) with 2 TB RAID5 of storage offers versatile connectivity, while reducing the number of peripheral devices needed. Additionally, NEC offers a standalone solution that allows for compatibility with your preferred IMS. The NC900C features precise 2K (2048 x 1080) resolution, 3D capabilities and 3-chip DMD reflection method and is easy to operate with user-friendly accessibility and minimal maintenance required.

- DLP™ Display Technology
- 2048 x 1080 Native Resolution
- 16:9 Native Aspect Ratio
- 1600:1 Contrast Ratio
- 97.0 lbs
- 3D Ready
- 2 Year Warranty

[Review this Projector](#)

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NEC NC900C DLP Projector Information

Manufacturer

NEC

Manufacturer Part #

NC900C-A

Production Status

Shipping

Release Date

DEC 2012

NEC NC900C DLP Projector Specifications

Lenses
Mounts
Remotes
Screens

General	Aspect Ratio	16:9 (Native) 4:3, 16:10
	Contrast Ratio	1600:1
	Display Type	0.69\" S2K DLP x 3
Size	Resolution (Native / Max)	WQXGA (2048 x 1080) 2K HD (2560 x 1600)
	Dimensions (WxHxD)	24.4in. x 12.4in. x 31.4in. (61.98cm x 31.5cm x 79.76cm)
Connectivity	Weight	97.0 lbs. (44 kg)
	Inputs	1 x HDMI 2 x HDSDI 3G Interfaces 1 x USB 2 x Ethernet Ports
	Control	2 x RJ-45 LAN 1 x RS-232
Operation	Power Supply	100 ~ 240 V / 50 ~ 60 Hz
	Power Consumption	1023W (Normal) 985W (Eco Mode)
	Approvals	EN60950-1, EN55022 Class A, EN55024, EN61000, IEC62301, IEC60950-1 TUV-GS, CE, GOST-R
Projection Lens	Audible Noise	52 dB
	Operating Temperature	50°F ~ 95°F (10°C ~ 35°C)
	Operating Humidity	10 ~ 85% (Non-Condensing)
	Storage Temperature	14°F ~ 122°F (-10°C ~ 50°C)
	Storage Humidity	10 ~ 85% (Non-Condensing)
Other	Lamp Type	350W x 2
	Projection Distance	Depends on Lensft. ~ ft. (0m ~ 0m)
	Projection Screen Size (Diagonal)	Depends on Lensin. ~ in. (0cm ~ 0cm)
In The Box	Features	High Frame Rate Technology
Warranty	Items	User Manual
	Projector	2 Year Warranty

Additional NEC Projectors

L50W	M230X	M260W
M260WS	M260X	M260XS
M271X	M300W	M300WS
M300X	M300XS	M311W
M311X	M350X	M350XS
M420X	NC1200C	NC2000C
NC3200S	NC3240S	NP110
NP115	NP1200	NP1200J
NP1250	NP210	NP215
NP216	NP216J-3D	NP2200
NP2200J	NP2250	NP305
NP305 EDU	NP310	NP310 EDU
NP3200	NP3250	NP3250W
NP405	NP405 EDU	NP410
NP410 EDU	NP4100	NP4100W
NP410W	NP410W EDU	NP43
NP510	NP510 EDU	NP510W
NP510W EDU	NP510WS	NP54J
NP610	NP610 EDU	NP610S
NP610S EDU	NP64	NP64J
NP905	P350W	P350X
P420X	PA500U	PA500X
PA550W	PA550W-13ZL	PA600X
PH1000U	PLC-XU355	PLC-XU355A
PX700W	PX750U	PX800X
U250X	U260W	U300X
U310W	UM330W	UM330X
V230X	V260	V260W
V260X	V300W	V300X
VE281	VE281X	

ABBOTT THEATRE EQUIPMENT CO., INC.
 430 COUNTRY CLUB DRIVE
 BENSENVILLE, IL 60106-1507
 630-860-2121 FAX 630-860-5239

QUOTATION

DATE	QUOT. NO.
10/20/05	CK-353

NAME / ADDRESS
VILLAGE OF BENSENVILLE C/O BENSENVILLE THEATRE 9 S. CENTER BENSENVILLE, IL 60106 ATTN; STAN URBAN

SAME COMPANY RECOMMENDING
 FOR DIGITAL CONVERSION
 SPC

TERMS	REP	FOB	PROJECT	PHONE	FAX	SHIP VIA
NET 25	CAK			594-1018	594-1018	BEST WAY *
QTY	ITEM	DESCRIPTION			RATE	TOTAL
1	RSTR-2000 KR S & I	REVERSE SCAN UNIT-RCA * SHIPPING FROM CALIFORNIA TO BENSENVILLE SUBTOTAL			760.75 10.00	760.75T 10.00 } 445
1	MW16	MATTE WHITE PERF SCREEN 9.6" x 23'8" 225.63 sq. ft			593.41	593.41T } 445
1	MW16	MATTE WHITE PERF SCREEN 10' x 23'11" 240 sq. ft			631.20	631.20T } 445
100	SS-80	SPRINGS (re-using most of your springs)			0.75	75.00T } 445
1	Installation S & I	* FOR INSTALLATION OF 2 SCREENS ABOVE * SHIPPING OF SCREENS FROM NY TO BENSENVILLE, ESTIMATE 251.71 SUBTOTAL			1,250.00 275.00	1,250.00- 275.00 } 447 2,824.61 X SHIP
2	CP650D	SOUND UPGRADE 35MM DOLBY DIGITAL AND ANALOG PROCESSOR (REPLACES CP55 AND CP65)			10,363.50	20,727.00T- 445
2	DSTR-20	BACP DIGITAL PENTHOUSE SOUND READER			1,908.00	3,816.00T- 445
2	650-25-8	ODYSSEY CP650 OUTPUT BREAK OUT BOARD			77.00	154.00T- 446
CONNIE KOROSE				Total		

USED
EQUIPMENT



PROGRESSIVE
CINEMA SOLUTIONS

BARCO DP3000 Digital Projector & Dolby Server - \$31,642

Projector Specs (see attached photos)
Barco DP3000
Serial Number 1487762

Server
Dolby
Make & Model - DSP100CZT

Ingest Capabilities - USB or Hard Drive
Show Store S/N - 502404
Show Player S/N - 2715
Software Version - 4.0.6.13

Watermarking - Thompson

Includes rack for projector, a rack for the server, keyboard & monitor for server.

Shipping is not included.

BARCO DP3000 Digital Projector & Dolby Server - \$31,642

Projector Specs (see attached photos)
Barco DP3000
Serial Number 1486949

Server
Dolby
Make & Model - DSP100CZT

Ingest Capabilities - USB or Hard Drive

Show Store S/N - 502350
Show Player S/N - 2729
Software Version - 4.0.6.13

Watermarking - Thompson

Includes rack for projector, a rack for the serve, keyboard & monitor for server.

Shipping is not included.

Additional Equipment Required

X2 - Dolby 750 Sound Processor - \$2200 a piece
2 New Bulbs - \$1,250

Additional Requirements

Installation (plus travel and expenses) - \$4,500 for both systems
Shipping – Insured moving company highly recommended

*Will provide 1 used bulbs that are still under warranty, based on purchase date.



BARCO DP3000 Digital Projector & Dolby Server - \$31,642

Projector Specs (see attached photos)

Barco DP3000

Serial Number 1487762

Server

Dolby

Make & Model - DSP100CZT

Ingest Capabilities - USB or Hard Drive

Show Store S/N - 502404

Show Player S/N - 2715

Software Version - 4.0.6.13

Watermarking - Thompson

Includes rack for projector, a rack for the serve, keyboard & monitor for server.

Shipping is not included.

BARCO DP3000 Digital Projector & Dolby Server - \$31,642

Projector Specs (see attached photos)

Barco DP3000

Serial Number 1486949

Server

Dolby

Make & Model - DSP100CZT

Ingest Capabilities - USB or Hard Drive

Show Store S/N - 502350

Show Player S/N - 2729

Software Version - 4.0.6.13

Watermarking - Thompson

Includes rack for projector, a rack for the serve, keyboard & monitor for server.

Shipping is not included.

Additional Equipment Required

X2 - Dolby 750 Sound Processor - **\$2200** a piece

2 New Bulbs - **\$1,250**

Additional Requirements

Installation (plus travel and expenses) - **\$4,500** for both systems

Shipping – Insured moving company highly recommended **\$2,000** approx.

*Will provide 1 used bulbs that are still under warranty, based

\$31,642 BARCO DP3000 Digital Projector & Dolby Server

\$31,642 BARCO DP3000 Digital Projector & Dolby Server

\$2,200 X2 - Dolby 750 Sound Processor

\$2,200 X2 - Dolby 750 Sound Processor

\$1,250 2 New Bulbs

\$4,500 Installation for both systems

\$2,000 Shipping with booth delivery

\$75,434 Total Project for both theatres

Quan.	Item ID.	Item Alt. ID.	Item Description	Progressive Cinema
2	D198185	NC1200C	NEC 2K S2 Digital projector system w/ 3 x .98" DMD's, Legacy Board, 2kw max xenon, with motorized zoom lens.	
2	D200303	SX-2000A-N2	GDC Server w/ 2K NEC IMB, CRU & DVD Ingest, 3x1TB RAID5	
2	D198219	GDC-TP	External LCD Touchscreen for SX-series, 15", desktop (Planar)	
2	NA	NA	Automation via GDC GPIO interface.	
2	D198224	SMC8508T	SMC 8-Port Gigabit Switch, Rack-Mount, 1U, 115VAC	
2	Strong		D-Cinema projector cable selection.	
2	D198100	1500RTXL2UA	UPS and power surge protector, 1500VA, 2RU Rack-Mount, Projector and server electronics only.	
2	M9000L-UNI1P	M9000L-UNI1P	Digital M9000L Low-Boy Base w/ Tilt, Toe Box, 1P Pwr Dist & 2x10RU Fixed Rack	
3	D130044	XDC-2000NH	Philips digital 2K lamp 1800 hours 100%	
2	2475506	DAX-602	USL D/A Converter, 6-channels for use with existing CP650 cinema sound processor.	
2	2475511	DAX-RAX	Rack Mount Kit for DAX-602	
4	D150011	STRONG	Replacement Air Filter for NC2000C & NC1200C 7x7 inch (2 req'd per projector.)	
8	D150012	STRONG	Replacement Air Filter for NC2000C & NC1200C 3.5 x 9.5 inch (4 req'd per projector.)	
			Freight charge for delivery of booth equipment to booth floor.	\$2,000.00
			Digital projector and server installation. Includes sound system interface, automation system interface, booth electrical modifications, booth exhaust extraction modifications. Delays caused by outside contractors are not covered under this pricing.	\$4,500.00
			Disconnection and removal from building of existing 35mm film projection equipment, includes credit for scrap value of projection equipment	
			Included Installation	
			Included Installation	
			SYSTEMS SHALL BE STAND ALONE TYPE WITH NO NETWORK REMOTE CONTROL INSTALLED AT THIS TIME.	
			The following shall be completed before digital projector installation shall begin:	
			1. Booth projector exhaust extraction modifications	Included
			2. Booth electrical modifications	Included
			TOTAL	\$75,434.00



Progressive Cinema Solutions
32423 Grand River Avenue, Suite 200
Farmington, MI 48336

Bensenville Theatre
13 South Center Street
Bensenville, IL 60106

August 23, 2012

Estimate

Description	Qty.	Cost	Total
Projection / Server Equipment			
Christie CP2210 2K Projector	2	\$30,652.18	\$61,304.36
CDXL-16 M Digital Lamps with spare	3	\$783.00	\$2,349.00
Lens for CP2210	2	\$4,891.31	\$9,782.62
Rack Mount Stand for Christie Projector	2	\$1,200.00	\$2,400.00
Foot Locking Brackets for Christie Rack Table CP2210	2	\$100.00	\$200.00
GDC SX-2001A with IMB Digital Content Processor	2	\$10,869.00	\$21,738.00
Planar Touch Screen Monitor	2	\$425.00	\$850.00
Touchpad Keyboard and Drawer PS2	2	\$164.12	\$328.24
ACT automation	2	\$1,190.22	\$2,380.44
Dolby Digital CP750 Sound Processor	2	\$2,445.00	\$4,890.00
Power distribution unit	2	\$569.25	\$1,138.50
Data Cabling Brush for Ethernet	2	\$29.95	\$59.90
SMC gigabit switch for Ethernet	2	\$251.00	\$502.00
Misc cables and connectors	2	\$450.00	\$900.00
Equipment Total			\$108,823.06
Projector Installation	2	\$2,550.00	\$5,100.00
B Chain Sound Tuning	2	\$300.00	\$600.00
35MM Disconnection	2	\$150.00	\$300.00
Freight Estimated at 3.5%			\$3,808.81
		Subtotal	\$118,631.87
		Sales Tax NY only 8%	\$0.00
		Total	\$118,631.87

Notes

1. Electrical provision by owner, PCS will provide electrical information to owner's subcontractor.
2. External Exhaust by owner, 450 CFM required with 8" line.
3. Owner to provide port window.
4. Removal of existing projector, if required, included in install price above, billed at \$150.
Pricing does not include moving 35mm projector and platter from booth, by owner.
5. Movement of all digital equipment to booth by owner or may be sourced through supplier as part of delivery service.

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 02.14.13

DESCRIPTION: Consider a request for a Planned Unit Development (PUD) and Conditional Use Permits to allow the construction of a new McDonalds restaurant and land for future development at the southwest corner of Irving Park Road and Mason Street in the C – 2 Highway Commercial District.

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>
	<i>Quality Customer Oriented Services</i>	<input checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Commercial and Economic Development

DATE: 02.26.13

BACKGROUND:

The property in question is currently vacant on the east side, with the existing IS Liquors building on the west side that will remain until further redevelopment opportunities are identified. McDonald's seeks to relocate to the east side of the property after being lost to the OMP a few years ago. In order to locate at the site, the applicant requests approval of a Planned Unit Development (PUD) and Conditional Use Permits (CUP) for a drive through facility and electronic message center sign (EMC).

KEY ISSUES:

The property has long been identified for redevelopment. The new restaurant and subsequent redevelopment of the balance of the site will spur further redevelopment in the Irving Park Road/MidTown corridor as identified in the Comprehensive Economic Development Strategy.

To approve the PUD and CUPs, the Village must find that the Zoning Ordinance approval criteria are met. The staff report contains verbiage for all of these criteria and the CDC concurred with staff and approved Findings of Fact to support the requests.

ALTERNATIVES:

1. Board discretion.

RECOMMENDATION: Staff recommends approval of the request with several conditions as enumerated in the staff report. At the 01.28.13 Public Hearing, the CDC voted (5 - 0) to recommend approval of the PUD and CUPs with ten conditions – the most substantial are outlined below:

1. The Conditional Use Permits for an EMC and drive through facilities be granted solely to McDonald's restaurant
2. The Site and Landscape plans be revised in regard to parking spaces, landscaping modifications, and lighting enhancements. :
3. The petitioners comply with streetscape requirements along both Irving Park Road and Mason Street.
4. Signage on the south elevation should be relocated to the north elevation.
5. Petitioner work with the Village and IDOT regarding offsite public rights of way improvements necessitated by the traffic and turning movement increase generated by the proposed restaurant.

Due to the applicants timing constraints and the unanimous recommendation from the CDC, this item has been scheduled before both the CEDC and Village Board on the same evening.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approval of the attached PUD and CUPs Ordinance.

CDC#2012 – 41

Jim's Plaza & McDonald's

PUD, CUP, Variances



ORDINANCE NO. _____

**AN ORDINANCE GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT
AND CONDITIONAL USE PERMIT FOR PROPERTIES COMMONLY KNOWN AS
308-460 WEST IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Jim's Plaza LLC ("Owner" and "Applicant") has filed an application seeking the approval of a Planned Unit Development pursuant to Chapter 10 of *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") to: (1) reduce the Frontage Landscape Strip from six feet to three feet (Section 10-12-2B); (2) decrease the parking setback from ten feet to three feet (Section 10-7B-4B); (3) decrease the Foundation Landscape Strip from six feet to zero feet (Section 10-12-2E); (4) to increase the monument sign height from eight feet to twelve feet (Section 10-18-11A-2d); (5) increase the number of monument signs from zero to four (Section 10-18-11A-2b); (6) increase the number of menu board signs from one to three (Section 10-18-11A-2b); (7) increase the size of the menu board signs from sixteen square feet to ninety-seven and one half square feet (Section 10-18-11A-2b); (8) increase the number of wall signs from the front elevation from one to two (Section 10-18-11A-2b); (9) increase the number of drive through signs from zero to two, (Section 10-18-11A-2b); (10) increase the number of signs for the rear elevation from zero to one (Section 10-18-11A-2b); (11) to decrease the parking setback from ten feet to three feet (Section 10-7B-4B), at the properties commonly known as 308-460 West Irving Park Road, Bensenville, Illinois, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, the Owner and the Applicant have also filed an application for zoning relief under the Zoning Ordinance seeking approval of a Conditional Use Permit (the application for the Planned Unit Development and the Conditional Use Permit are hereinafter collectively referred to as the "Application") to allow for an Electronic Message Center Sign (Section 10-18-7.1), and a drive through restaurant facility in the C-2 Highway Commercial District, pursuant to Section 10-7B-3, at the Subject Property, a copy of said Application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Planned Unit Development and the Conditional Use Permit sought by Owner and Applicant was published in The Daily Herald Newspaper and the Subject Property was posted, and personal notice of the Hearing was provided, 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 January 28, 2013, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission, after the Public Hearing was conducted, made Findings of Fact that the Planned Unit Development and the Conditional Use Permit sought by the Owner and Applicant meet the requirements and approval criteria under Chapter 10 of the Zoning Ordinance, as set out in the Staff Report, and voted 5 to 0 to approve the Application, subject to conditions as recommended by Staff, said findings of fact being attached hereto and incorporated herein by reference as Exhibit "B;" and

WHEREAS, the Community Development Commission forwarded its recommendation, including its Findings of Fact, to the Village Board's Community and Economic Development Committee which heard the matter on February 26, 2013 and approved the Application for the Planned Unit Development and a Conditional Use Permit; and

WHEREAS, the Community and Economic Development Committee forwarded its recommendation to the President and Board of Trustees on February 26, 2013; and

WHEREAS, the President and Board of Village Trustees have considered the matter herein and have determined that the record established at the Public Hearing before the Community Development Commission supports the approval of the Application for the Planned Unit Development and the Conditional Use Permit.

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 Application for a Planned Unit Development to: (1) reduce the Frontage Landscape Strip from six feet to three feet (Section 10-12-2B); (2) decrease the parking setback from ten feet to three feet (Section 10-7B-4B); (3) decrease the Foundation Landscape Strip from six feet to zero feet (Section 10-12-2E); (4) increase the monument sign height from eight feet to twelve feet (Section 10-18-11A-2d); (5) increase the number of monument signs from zero to four (Section 10-18-11A-2b); (6) increase the number of menu board signs from one to three (Section 10-18-11A-2b); (7) increase the size of the menu board

signs from sixteen square feet to ninety-seven and one half square feet (Section 10-18-11A-2b); (8) increase the number of wall signs from the front elevation from one to two (Section 10-18-11A-2b); (9) increase the number of drive through signs from zero to two, (Section 10-18-11A-2b); (10) increase the number of signs for the rear elevation from zero to one (Section 10-18-11A-2b); (11) decrease the parking setback from ten feet to three feet (Section 10-7B-4B), as applied for, is hereby granted with the following conditions as recommended by Staff and approved by the Community Development Commission:

1. The property be developed in substantial compliance with the plans submitted with this petition.
2. A Planned Unit Development Plat be submitted to the Village for recordation at Du Page County.
3. The Conditional Use Permits for an Electronic Message Center sign and drive through facilities be granted solely to McDonald's restaurant and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.
4. The property shall be constructed in substantial compliance with the plans submitted with this petition as follows:
 - a. Site Plans prepared by the V3 Companies dated 10.19.12 last revised 12.19.12
 - b. Landscape Plans prepared by Norris Design dated 10.10.12 last revised 12.18.12
 - c. Architectural Plans prepared by McDonald's Corporation dated July 2011.
5. The Site and Landscape plans be revised:
 - a. To eliminate the striping for the four parallel parking spaces along the Irving Park Road frontage. The paving may remain.
 - b. Redesign the striped entry island at Mason Street to be approximately half curbed and landscaped and half striped to accommodate truck movements.
 - c. To provide landscape for the 15 employee parking spaces just west of the restaurant site.
 - d. To provide lighting compatible in style and design with the Village's Irving Park Road streetscape enhancements.
 - e. To reduce the light "spillage" at the property line to meet the Village Code requirements.

6. The petitioners comply with streetscape requirements along both Irving Park Road and Mason Street.
7. Relocate the “McDonald’s” sign from the south façade to the north facade
8. Specific color samples be submitted for staff review and approval during the building permitting process.
9. Petitioner work with the Village and IDOT regarding offsite public rights of way improvements necessitated by the traffic and turning movement increase generated by the proposed restaurant.
10. Work with Staff to provide screening of the vehicle headlights from southbound Walnut Street; wither fencing or landscape material.

SECTION THREE: That the application for a Conditional Use Permit to allow an Electronic Message Center Sign is hereby granted with the following conditions as recommended by Staff and approved by the Community Development Commission:

1. The property be developed in substantial compliance with the plans submitted with this petition.
2. The Conditional Use Permits for an Electronic Message Center sign and drive through facilities be granted solely to McDonald’s restaurant and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.
3. The property shall be constructed in substantial compliance with the plans submitted with this petition as follows:
 - a. Site Plans prepared by the V3 Companies dated 10.19.12 last revised 12.19.12
 - b. Landscape Plans prepared by Norris Design dated 10.10.12 last revised 12.18.12
 - c. Architectural Plans prepared by McDonald’s Corporation dated July 2011.
4. The Site and Landscape plans be revised:
 - a. To eliminate the striping for the four parallel parking spaces along the Irving Park Road frontage. The paving may remain.
 - b. Redesign the striped entry island at Mason Street to be approximately half curbed and landscaped and half striped to accommodate truck movements.
 - c. To provide landscape for the 15 employee parking spaces just west of the restaurant site.

- d. To provide lighting compatible in style and design with the Village's Irving Park Road streetscape enhancements.
- e. To reduce the light "spillage" at the property line to meet the Village Code requirements.
- 5. The petitioners comply with streetscape requirements along both Irving Park Road and Mason Street.
- 6. Relocate the "McDonald's" sign from the south façade to the north facade
- 7. Specific color samples be submitted for staff review and approval during the building permitting process.
- 8. Petitioner work with the Village and IDOT regarding offsite public rights of way improvements necessitated by the traffic and turning movement increase generated by the proposed restaurant.
- 9. Work with Staff to provide screening of the vehicle headlights from southbound Walnut Street; wither fencing or landscape material.

SECTION FOUR: That all requirements of the Zoning Ordinance shall be applicable to the Subject Property except as modified by the Planned Unit Development and the Conditional Use Permit.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of February, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

F:\PKB\Bensenville\ordinances\ZONING\PUD\308-460 West Irving Park Road.doc

DRAFT

Ordinance # ____- 2013

Exhibit "A"

The Legal Description of the property is as follows:

PARCEL 1:

LOTS 1 AND 2 OF THE SUBDIVISION OF LOT 17 IN GEORGE E. FRANZEN'S SUBDIVISION IN THE EAST 1/2 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 7, 1923 AS DOCUMENT 169324, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

CROSS ACCESS EASEMENT MADE BY XHEMAL SADIKU AND LUMTURI SADIKU TO MCDONALD'S USA LIMITED LIABILITY COMPANY RECORDED * * AS DOCUMENT ** OVER THE FOLLOWING DESCRIBED LAND:

CAMPBELL'S ASSESSMENT PLAT RECORDED SEPTEMBER 24, 1985 AS DOCUMENT NUMBER 85R81430, AS CORRECTED BY CERTIFICATE RECORDED JANUARY 9, 1989 AS DOCUMENT NUMBER 89R002366}, 140 FEET; THENCE SOUTH 62 DEGREES 06 MINUTES 37 SECONDS EAST, 31.76 FEET; THENCE EASTERLY PERPENDICULAR TO SAID WEST LINE OF LOT 1, 50.00 FEET; THENCE NORTH 67 DEGREES 54 MINUTES 35 SECONDS EAST 53.85 FEET; THENCE EASTERLY PERPENDICULAR TO THE AFORESAID WEST LINE OF LOT 1, 32.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTHERLY (SOUTH 0 DEGREES 17 MINUTES 02 SECONDS EAST) ALONG SAID EAST LINE, 145.71 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY (SOUTH 89 DEGREES 57 MINUTES 56 SECONDS WEST) ALONG THE SOUTH LINE OF SAID LOT 1, 160.00 FEET TO THE POINT OF BEGINNING), ALSO (EXCEPTING THEREFROM THAT PART OF PARCEL 2 OF CHARLES JOHNSON'S PLAT OF SURVEY RECORDED NOVEMBER 1, 1956 AS DOCUMENT NUMBER 822090, BEING PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 2, SAID POINT BEING 165.60 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PARCEL 2; THENCE NORTHEAST TO A POINT ON THE EAST LINE OF SAID PARCEL 2, ALSO BEING THE WEST LINE OF PARCEL 3 OF SAID SURVEY, SAID POINT BEING 200.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID PARCEL 2, SAID POINT BEING THE POINT OF TERMINUS), ALSO (EXCEPTING THEREFROM THAT PART OF PARCEL 3 OF CHARLES JOHNSON'S PLAT OF SURVEY RECORDED NOVEMBER 1, 1956 AS DOCUMENT NUMBER 822090, BEING PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 3, SAID POINT BEING 200.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE NORTHEAST TO A POINT ON THE EAST LINE OF SAID PARCEL 3, SAID POINT BEING 220 FEET NORTH OF THE SOUTHEAST CORNER OF SAID PARCEL 3, SAID POINT BEING THE POINT OF TERMINUS), ALL IN DUPAGE COUNTY, ILLINOIS. THE WEST 160 FEET AND THE EAST 120.5 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN,

DESCRIBED AS COMMENCING AT A POINT IN THE CENTER OF IRVING PARK BOULEVARD, 23.75 CHAINS WEST OF THE EAST LINE OF SAID SECTION, SAID POINT BEING THE NORTHWEST CORNER OF GEORGE E. FRANZENS SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89 DEGREES 20 MINUTES WEST 4.25 CHAINS (280.5 FEET); THENCE SOUTH 478.60 FEET; THENCE EAST 280.95 FEET; THENCE NORTH 477.21 FEET TO THE PLACE OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF LOT 1 OF CHARLES JOHNSON'S PLAT OF SURVEY RECORDED NOVEMBER 1, 1956 AS DOCUMENT NUMBER 822090, BEING PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES 17 MINUTES 20 SECONDS WEST ALONG THE WEST LINE THEREOF {ALSO INTENDED TO BE THE EAST LINE OF FLORENCE

Commonly known as the southwest corner of West Irving Park Road and North Mason Street (308, 314, 320, 404 & 450 West Irving Park Road) Bensenville, Illinois.

Ordinance # ____- 2013

Exhibit “B”

Commissioner Pisano made a motion to approve the findings of facts for the planned unit development request consisting of:

1. **Superior Design**: The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted. The proposed PUD establishes a high standard for the redevelopment along this important commercial corridor and gateway to the Village. Future phases will be evaluated at time of redevelopment application.
2. **Meet PUD Requirements**: The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein. Staff believes this to be accurate.
3. **Consistent With Village Plan**: The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption. The Comprehensive Plan indicates the location should remain a general commercial district, establishing a consistent land use.
4. **Public Welfare**: The PUD will not be detrimental to the public health, safety or general welfare. Staff believes this to be accurate.
5. **Compatible With Environs**: Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property. The proposed PUD is consistent with the current development trends of the surrounding area and the Village’s CEDS future vision.
6. **Natural Features**: The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainageways or other areas of sensitive or valuable environmental character. The plan as submitted works harmoniously with the Silver Creek and its floodway and wetlands.
7. **Circulation**: Streets, sidewalks, pedestrianways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets. The PUD will not have a negative effect on area street traffic. On site circulation is acceptable.

8. **Open Spaces And Landscaping:** The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD. The landscape plan submitted provides of an amenity for the restaurant, the commercial corridor and the Village. As part of the redevelopment staff will direct the land owner to clean and properly maintain the landscape along the Silver Creek.
9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
 - a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.
 - b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships. Codes, Covenants & Restrictions including the reciprocal ingress/egress easements shall be submitted to the Village for review and approval prior to the commencement of construction.
10. **Public Services:** The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses. There are adequate public services to service the property. The approval of the PUD will not increase the demand or stress the Village's public services.
11. **Phasing:** Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed.

Commissioner Weldon seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Motion:

Commissioner Weldon made a motion to approve the findings of facts for the conditional use permit request for a drive through facility consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. The operation of the drive through facility will not have any adverse impact on traffic. The

applicant shall address the Level of Service issues identified in the traffic study. The EMC meets the Village's locational and operational requirements and therefore should not have a negative effect on traffic.

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. The drive through facility and EMC should not create any negative impacts and are in keeping with the other uses in the C-2 Highway Commercial District and along the Irving Park Road/MidTown corridor.
3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. Both the drive through facility and EMC shall fit harmoniously with the existing characteristics of the Irving Park Road/Midtown corridor.
4. **Use Of Public Services And Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area. Staff believes this to be accurate.
5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. Having "lost" our McDonald's restaurant to the O'Hare Modernization Program several years ago, the proposed new restaurant reestablishes a restaurant use in the MidTown area. Its location adds to the vitality of our commercial corridor restaurants.
6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location. At CDC's discretion to include and discuss other factors.

Commissioner Pisano seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Motion:

Commissioner Pisano made a motion to approve the findings of facts for the conditional use permit request for an electronic message center sign consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. The operation of the drive through facility will not have any adverse impact on traffic. The applicant shall address the Level of Service issues identified in the traffic study. The EMC meets the Village's locational and operational requirements and therefore should not have a negative effect on traffic.
2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. The drive through facility and EMC should not create any negative impacts and are in keeping with the other uses in the C-2 Highway Commercial District and along the Irving Park Road/MidTown corridor.
3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. Both the drive through facility and EMC shall fit harmoniously with the existing characteristics of the Irving Park Road/Midtown corridor.
4. **Use Of Public Services And Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area. Staff believes this to be accurate.
5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. Having "lost" our McDonald's restaurant to the O'Hare Modernization Program several years ago, the proposed new restaurant reestablishes a restaurant use in the MidTown area. Its location adds to the vitality of our commercial corridor restaurants.
6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location. At CDC's discretion to include and discuss other factors.

Commissioner Weldon seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

DRAFT

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 02.14.13

DESCRIPTION: Planned Unit Development and Conditional Use Permit to allow Global CFS to house approximately 14 of their trucks and trailers in the C – 4 District located at 525-573 N. Meyer Rd..

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Commercial and Economic Development

DATE: 02.26.13

BACKGROUND: The property in question is located at 525-573 N. Meyer Rd. in the C-4 Regional Destination Commercial District and is currently vacant except for a parking lot at its southern end. During the review, the applicant's proposed plan has changed significantly. The proposal now is to utilize the existing parking lot virtually as is to park trucks and trailers. The majority of the site will remain vacant and landscaped.

KEY ISSUES: The property is located in TIF 12 and proposed SSA#9 and has been identified for redevelopment. This use, while not ideal from a revenue generation perspective, does accommodate the business expansion needs of a long term local business. By utilizing only the existing parking lot, the opportunity for the long term redevelopment of this property is not hampered.

To approve the PUD and CUPs, the Village must find that the Zoning Ordinance approval criteria are met. The staff report contains verbiage for all of these criteria and the CDC concurred with staff and approved Findings of Fact to support the requests.

ALTERNATIVES:

1. Board discretion.

RECOMMENDATION: Staff respectfully recommends approval of the requested PUD and CUPs with several conditions as enumerated in the staff report. At the 02.11.13 Public Hearing Community Development Commission voted (5 - 0) to recommend approval of the PUD and CUPs with the conditions recommended by staff with amendments (summary of key conditions below):

1. The CUP for Outdoor Storage be granted solely to Stephen Panzarella/PC Properties
2. The property shall be developed and utilized in substantial conformance to the plans submitted with revisions requested by staff including submission of a Landscape Plan.
3. The Conditional Use Permit shall be null and void as of 07.01.2021.
4. Notification sent to concerned property owners of upcoming meetings on the property.
5. Other parking, lighting, and site plan modifications.

Due to the applicants timing constraints and the unanimous recommendation from the CDC, this item has been scheduled before both the CEDC and Village Board on the same evening.

Several members of the public were present at the CDC and voiced some objections and concerns regarding the appropriateness of the proposed use at this location. Staff has kept them apprised of the review schedule and has invited them to the meetings of February 26.

BUDGET IMPACT: N/A

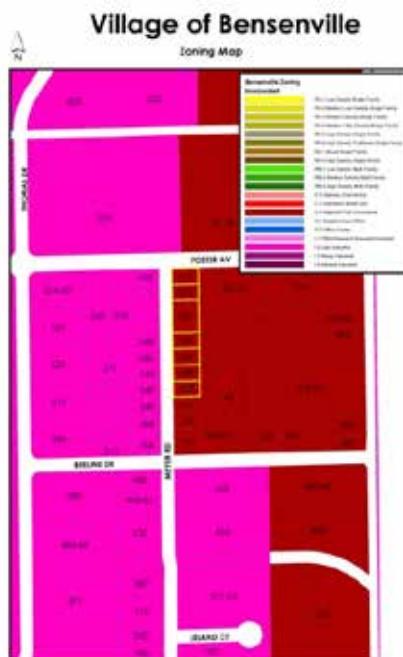
ACTION REQUIRED: Approval of the attached PUD and CUPs Ordinance.

CDC#2012 – 42

PC Properties LLC

525 – 573 North Meyer Road

PUD, CUP; Outdoor Storage



ORDINANCE NO. _____

**AN ORDINANCE GRANTING APPROVAL OF A PLANNED UNIT DEVELOPMENT
AND CONDITIONAL USE PERMIT FOR PROPERTIES COMMONLY KNOWN AS
525, 533, 549, 557 AND 573 N. MEYER ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Keco Leasing, LLC, the beneficiary of Itasca Bank & Trust, Land Trust # 12515 (“Owner”), and Stephen Panzarella and PC Properties, LLC (“Applicant”) have filed an application seeking the approval of a Planned Unit Development pursuant to Chapter 10 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) to allow for a departure from the strict application of the Zoning Ordinance to permit in excess of 50% lot coverage, outdoor storage in the corner side yard and to allow barbed wire atop a six foot fence in the C-4 Regional Destination PUD Commercial District relative to the properties commonly known as 525, 533, 549, 557 and 573 N. Meyer Road, Bensenville, Illinois, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”); and

WHEREAS, the Owner and the Applicant have also filed an application for zoning relief under the Zoning Ordinance seeking approval of a Conditional Use Permit (the application for the Planned Unit Development and the Conditional Use Permit are hereinafter collectively referred to as the “Application”) to permit outdoor storage on to the Subject Property, a copy of said Application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Planned Unit Development and the Conditional Use Permit sought by Owner and Applicant was published in The Daily Herald Newspaper, the Subject Property was posted, and personal notice of the Hearing was provided, 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 January 28, 2013 and February 11, 2013, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, The Applicant has withdrawn their requests for departures from the strict application of the Zoning Ordinance to permit in excess of 50% lot coverage and to allow barb wire atop a six foot fence; and

WHEREAS, the Community Development Commission, after the Public Hearing was conducted, made Findings of Fact that the Planned Unit Development and the Conditional Use Permit sought by the Owner and Applicant meets the requirements and approval criteria under

the Zoning Ordinance, as set out in the Staff Report, and voted 5 to 0 to approve the Application, subject to conditions as recommended by Staff, said findings of fact being attached hereto and incorporated herein by reference as Exhibit "B;" and

WHEREAS, the Community Development Commission forwarded its recommendation, including its Findings of Fact, to the Village Board's Community and Economic Development Committee which heard the matter on February 26, 2013 and approved the Application for a Planned Unit Development and a Conditional Use Permit; and

WHEREAS, the Community and Economic Development Committee forwarded its recommendation to the President and Board of Trustees on February 26, 2013; and

WHEREAS, the President and Board of Village Trustees have considered the matter herein and have determined that the record established at the Public Hearing before the Community Development Commission supports the approval of the Application for the Planned Unit Development and the Conditional Use Permit.

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 application for a Planned Unit Development to allow in excess of 50% lot coverage, outdoor storage in the corner side yard and to allow barbed wire atop a six foot fence in a C-4 Regional Destination PUD District, and the Conditional Use Permit, as applied for, is hereby granted with the following conditions as recommended by Staff and approved by the Community Development Commission:

1. The property be developed in substantial compliance with the plans submitted with this petition.
2. A Planned Unit Development Plat be submitted to the Village for recordation at Du Page County.
3. The Conditional Use Permit for Outdoor Storage be granted solely to Stephen Panzarella/PC Properties, LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new

proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.

4. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by Dolan Engineering, LLC., dated 12.06.12 last revised 01.28.13 with revisions requested by staff below:
 - a. Details on the fence and slat/screening to be submitted to and approved by the Village staff.
 - b. A Landscape Plan providing the required screening be submitted to and approved by staff as part of the development permit.
 - c. Street trees and sidewalks shall be installed on both street frontages as directed by the Director of Public Works.
5. The Conditional Use Permit shall be null and void as of 07.01.2021.

SECTION THREE: That all requirements of the Zoning Ordinance shall be applicable to the Subject Property except as modified by the Planned Unit Development and the Conditional Use Permit granted herein.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of February, 2013.

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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DRAFT

Ordinance # ___- 2013

Exhibit "A"

Legal Description

The Legal Description of the property is as follows:

LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 IN MEYER BROS' RESUBDIVISION OF PART OF LOT 3 OF MOHAWK ACRES, A SUBDIVISION IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID MEYER BROS' RESUBDIVISION RECORDED OCTOBER 11, 1949 AS DOCUMENT 578082, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 525, 533, 549, 557 and 573 Meyer Road, Bensenville, Illinois.

Ordinance # ___ - 2013

Exhibit "B"

Findings of Fact

Commissioner Pisano made a motion to approve the findings of fact for the Planned Unit Development request consisting of:

1. **Superior Design**: The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable regulations, and solely on this basis modifications to such regulations are warranted.
2. **Meet PUD Requirements**: The PUD meets the requirements for planned unit developments set forth in this Title, and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein. Staff believes this to be accurate.
3. **Consistent With Village Plan**: The PUD is generally consistent with the objectives of the Village general development plan as viewed in light of any changed conditions since its adoption. The proposal is In compliance with the spirit of the Comprehensive Plan which envisions eventual commercial/mixed-use redevelopment of the property. The proposed plan will not hinder that longer term vision while providing an economically viable use for the property.
4. **Public Welfare**: The PUD will not be detrimental to the public health, safety or general welfare. Staff believes this to be accurate.
5. **Compatible With Environs**: Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, seriously impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property. The land uses to the east of the property include a self-storage facility and industrial type uses, smaller industrial uses are present west of the property and larger industrial uses are located to the north. Staff believes that a properly landscaped plan is compatible with the environs.
6. **Natural Features**: The design of the PUD is as consistent as practical with preservation of any natural features such as flood plains, wooded areas, natural drainageways or other areas of sensitive or valuable environmental character. There are no natural drainage ways or sensitive environmental areas on the subject property.
7. **Circulation**: Streets, sidewalks, pedestrianways, bicycle paths and off-street parking and loading are provided as appropriate to planned land uses. They are adequate in location, size, capacity and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks and snow plows, as

appropriate, without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD or unduly interfering with the safety or capacity of adjacent streets. Staff believes that the vehicular circulation is acceptable and can be accommodated by the proposed SSA #9 improvements.

8. **Open Spaces And Landscaping:** The quality and quantity of common open spaces or landscaping provided are consistent with the higher standards of design and amenity required of a PUD.
9. **Covenants:** Adequate provision has been made in the form of deed restrictions, homeowners or condominium associations or the like for:
 - a. The presentation and regular maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas and other common elements not to be dedicated to the Village or to another public body.
 - b. Such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD plan, such provision to be binding on all future ownerships. No covenants are necessary.
10. **Public Services:** The land uses, intensities and phasing of the PUD are consistent with the anticipated ability of the Village, the school system and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools and other public facilities and services without placing undue burden on existing residents and businesses. There are adequate public services to adequately service the property. The approval of the PUD will not increase the demand or stress the Village's public services.
11. **Phasing:** Each development phase of the PUD can, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed. There is no phasing proposed.

Commissioner Weldon seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Motion:

Commissioner Weldon made a motion to approve the findings of fact for the Conditional Use request consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. Staff believes this standard to be met.
2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or

air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. Staff believes this standard to be met as there will be no manufacturing or processing on the site.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. The proposed use as a storage and testing facility is deemed to be in character with the surrounding neighborhood that is comprised of industrial and commercial type structures and uses.
4. **Use Of Public Services And Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area. The use as proposed will not create an extraordinary demand for public services or facilities.
5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. Bensenville and our business community thrive in part due to our location at the Gateway to North America. Providing services for the TSA is deemed to be a service necessary by the public.
6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location. Any other factors are under the discretion of the Community Development Commission.

Commissioner Rowe seconded the motion.

Roll Call:
Ayes: Moruzzi, Janowiak, Rowe, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance

SUBMITTED BY: Tim Sloth

DATE: February 19, 2013

DESCRIPTION: Ordinance Approving the 1st Amendment to the Village of Bensenville Fiscal Year 2013 Budget Compensation Schedule to add a Sergeant position.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: N/A

DATE: N/A

BACKGROUND: The 2013 Budget includes the compensation schedules for regular full and part-time employees. Changes in number of authorized positions, pay ranges and position classifications require Board approval through the budget amendment process. Presented for your consideration at this time is a revised compensation schedule. Schedule I has been revised to reflect a reduction of one (1) full-time patrol officer and an increase of one (1) full-time Sergeant.

This restructuring will result in an annualized increase in staffing cost of about \$1,910.

KEY ISSUES: Currently, some patrol shifts are not supervised by a Sergeant, but rather a Patrol Officer temporarily elevated to the position of an 'acting' shift commander due to the limited number (5) of Sergeants. The duty of supervision of a shift includes maintaining discipline and handling citizen complaints which is problematic as the acting shift commander is only temporarily the supervisor of his colleagues and because the public expects to make a complaint about an officer with a supervisor and not another officer. These problems can be reduced by creation of a sixth Sergeant position that would rotate between the day and afternoon shifts and fill in for any of the sergeants who would gone for an extended period of time such as attending the 10 week police staff and command school. As noted under "Budget Impact," this change is nearly cost neutral.

RECOMMENDATION: The staff recommendation is to approve the amendment. This item comes directly to the Board since the item was previously supported in Executive Session.

ALTERNATIVES:

1. Discretion of the Village Board.
2. Approve the budget amendment providing for the addition of one Sergeant with the corresponding reduction of one Patrol Officer.

BUDGET IMPACT: As per contract, the position of a step 1 Sergeant is \$82,282.99 and the position of a step 7 Patrol Officer is \$80,373. Therefore the budget impact for FY2013 would be about \$1,910.

ACTION REQUIRED: Approval of the budget amendment.

VILLAGE OF BENSENVILLE
OFFICIAL COMPENSATION PLAN
AUTHORIZED POSITIONS EFFECTIVE 2/27/2013
AFSCME STEP ADJUSTMENTS EFFECTIVE 5/1/2013
SCHEDULE I: MERIT-STEP POSITIONS

<u>Merit Step Positions⁽¹⁾⁽⁵⁾</u>		<u>Authorized Positions</u>												
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>F/T⁽²⁾</u>	<u>P/T</u>
AFSCME Pay Grade 1 (Includes the following positions: Switchboard Operator/ Receptionist/ Account Clerk I)	Annual	30,697	31,689	32,680	33,669	34,659	35,650	36,637	37,627	38,621	39,779	40,973	2	0
	Bi-Weekly	1,181	1,219	1,257	1,295	1,333	1,371	1,409	1,447	1,485	1,530	1,576		
	Hourly	14.76	15.24	15.71	16.19	16.66	17.14	17.61	18.09	18.57	19.12	19.70		
AFSCME Pay Grade 2 (Includes the following positions: Custodian)	Annual	33,218	34,290	35,360	36,434	37,503	38,577	39,648	40,721	41,792	43,045	44,337	0	1
	Bi-Weekly	1,278	1,319	1,360	1,401	1,442	1,484	1,525	1,566	1,607	1,656	1,705		
	Hourly	15.97	16.49	17.00	17.52	18.03	18.55	19.06	19.58	20.09	20.69	21.32		
AFSCME Pay Grade 3 (Includes the following positions: Billing Clerk III, Secretary III)	Annual	35,888	37,046	38,202	39,363	40,522	41,680	42,938	43,998	45,154	46,509	47,904	0	1
	Bi-Weekly	1,380	1,425	1,469	1,514	1,559	1,603	1,651	1,692	1,737	1,789	1,842		
	Hourly	17.25	17.81	18.37	18.92	19.48	20.04	20.64	21.15	21.71	22.36	23.03		
AFSCME Pay Grade 4 (Includes the following positions: Billing Clerk IV; Account Clerk IV, Secretary IV)	Annual	38,154	39,384	40,613	41,843	43,074	44,306	45,537	46,764	47,998	49,438	50,921	6	0
	Bi-Weekly	1,467	1,515	1,562	1,609	1,657	1,704	1,751	1,799	1,846	1,901	1,958		
	Hourly	18.34	18.93	19.53	20.12	20.71	21.30	21.89	22.48	23.08	23.77	24.48		
AFSCME Pay Grade 5 (Includes the following positions: Technician I, Mechanic I)	Annual	42,128	43,630	45,129	46,631	48,134	49,634	51,134	52,637	54,138	55,762	57,435	6	0
	Bi-Weekly	1,620	1,678	1,736	1,794	1,851	1,909	1,967	2,025	2,082	2,145	2,209		
	Hourly	20.25	20.98	21.70	22.42	23.14	23.86	24.58	25.31	26.03	26.81	27.61		
AFSCME Pay Grade 5 W (Includes the following positions: Technician I assigned to Utility)	Annual	44,157	45,659	47,158	48,660	50,163	51,663	53,163	54,666	56,167	57,852	59,588	0	0
	Bi-Weekly	1,698	1,756	1,814	1,872	1,929	1,987	2,045	2,103	2,160	2,225	2,292		
	Hourly	21.23	21.95	22.67	23.39	24.12	24.84	25.56	26.28	27.00	27.81	28.65		
AFSCME Pay Grade 6 (Includes the following positions: Special Clerical Assistant)	Annual	44,991	46,602	48,213	49,822	51,431	53,043	54,652	56,261	57,869	59,605	61,394	1	0
	Bi-Weekly	1,730	1,792	1,854	1,916	1,978	2,040	2,102	2,164	2,226	2,293	2,361		
	Hourly	21.63	22.40	23.18	23.95	24.73	25.50	26.28	27.05	27.82	28.66	29.52		
AFSCME Pay Grade 7 ⁽³⁾ (Includes the following positions: Technician II, Mechanic II)	Annual	47,494	49,198	49,906	52,608	54,315	56,017	57,724	59,430	61,137	62,971	64,860	9	0
	Bi-Weekly	1,827	1,892	1,919	2,023	2,089	2,155	2,220	2,286	2,351	2,422	2,495		
	Hourly	22.83	23.65	23.99	25.29	26.11	26.93	27.75	28.57	29.39	30.27	31.18		
AFSCME Pay Grade 7 W ⁽³⁾ (Includes the following positions: Technician II assigned to Utility)	Annual	49,523	51,227	52,933	54,637	56,344	58,046	59,753	61,459	63,166	65,061	67,013	6	0
	Bi-Weekly	1,905	1,970	2,036	2,101	2,167	2,233	2,298	2,364	2,429	2,502	2,577		
	Hourly	23.81	24.63	25.45	26.27	27.09	27.91	28.73	29.55	30.37	31.28	32.22		
Police Officer ⁽⁴⁾	Annual	59,077	61,316	64,660	67,206	70,618	76,219	82,785					25	0
	Bi-Weekly	2,272	2,358	2,487	2,585	2,716	2,932	3,184						
	Hourly	28.40	29.48	31.09	32.31	33.95	36.64	39.80						
Sergeants	Annual	83,929	86,923	90,370	93,823	96,638	--	--					6	0
	Bi-Weekly	3,228	3,343	3,476	3,609	3,717	--	--						
	Hourly	30.45	31.54	32.79	34.04	35.06	--	--						

SUB-TOTAL MERIT-STEP POSITIONS:

61 2

NOTES

- (1) Movement through merit-steps occur at 1 year intervals with satisfactory job performance evaluation.
- (2) Each position represents full-time equivalent hours of 2080, unless otherwise noted. "Job sharing" is permitted as long as total hours paid do not exceed the amount budgeted for the positions. The number of full-time equivalent positions shall not be increased. Additionally, the allocation of positions between Technician I & II may vary as long as total number of Technician positions is not increased.
- (3) Crew Leaders compensation is equal to a 5% increase above Step 10 (k)
- (4) Specialty Compensation for Detective equals \$300 per year
- (5) AFSCME Contract expires April 30, 2015. Police Officer contract expires April 30, 2015. Sergeant contract expires April 30, 2015.

VILLAGE OF BENSENVILLE
OFFICIAL COMPENSATION PLAN
AUTHORIZED POSITIONS EFFECTIVE 02/27/13
RANGE ADJUSTMENTS EFFECTIVE 01/01/2013
SCHEDULE II: MERIT PERFORMANCE POSITIONS

Merit-Performance Positions	ANNUAL		BI-WEEKLY		HOURLY		F/T⁽¹⁾	P/T⁽²⁾
	MIN	MAX	MIN	MAX	MIN	MAX		
PT PW & Authorized Hour Position ⁽³⁾	17,680	41,415	680	1,593	8.50	19.91	0	2
Human Resources / Finance Assistant	23,500	33,500	904	1,288	11.30	16.11	1	0
Office Assistant/Investigative Aide	23,500	41,415	904	1,593	11.30	19.91	0	1
Records Clerk	23,500	41,415	904	1,593	11.30	19.91	3	0
Front Desk Clerks (Edge - authorized hours)	23,500	33,500	904	1,288	11.30	16.11	0	0
Office Manager (Edge)	23,500	38,000	904	1,462	11.30	18.27	0	0
Janitorial Services Manager (Edge)	27,245	38,700	1,048	1,488	13.10	18.61	1	0
Front Desk Operations Manager (Edge)	27,245	38,700	1,048	1,488	13.10	18.61	1	0
Aquatic Facilities & Programs Manager	27,245	38,700	1,048	1,488	13.10	18.61	1	0
Concessions Manager	30,515	46,860	1,174	1,802	14.67	22.53	1	0
Administrative Assistant/Administrative Aide	36,400	58,400	1,400	2,246	17.50	28.08	3	0
Deputy Village Clerk	36,400	58,850	1,400	2,263	17.50	28.29	1	0
Marketing/Business Development Administrator	48,000	75,900	1,846	2,919	23.08	36.49	1	0
Engineering/GIS Coordinator	41,500	61,400	1,596	2,362	19.95	29.52	1	0
Payroll Administrator/Staff Accountant	41,500	61,400	1,596	2,362	19.95	29.52	1	0
Accounts Payable Administrator	41,500	61,400	1,596	2,362	19.95	29.52	1	0
Civilian Code Enforcement Officer	40,845	61,400	1,571	2,362	19.64	29.52	1	0
Civilian Evidence Custodian	40,845	61,105	1,571	2,350	19.64	29.38	1	0
Code Compliance Inspector	40,845	61,105	1,571	2,350	19.64	29.38	2	3
Executive Assistant	32,695	69,300	1,258	2,665	15.72	33.32	1	0
Plan Reviewer - Inspectional Services / Permitting	48,500	73,250	1,865	2,817	23.32	35.22	2	0
Facilities Operation Manager	45,000	69,900	1,731	2,688	21.63	33.61	1	0
Redmond Facilities & Programs Manager	45,000	69,900	1,731	2,688	21.63	33.61	1	0
Assistant to Director	48,000	75,900	1,846	2,919	23.08	36.49	0	0
Emergency Management Coordinator	50,000	75,900	1,923	2,919	24.04	36.49	1	0
Crime Prevention Coordinator	50,000	82,785	1,923	3,184	24.04	39.80	1	0
Cable Director	52,205	75,900	2,008	2,919	25.10	36.49	1	0
Senior Accountant	48,000	75,900	1,846	2,919	23.08	36.49	1	0
Assistant PW Supervisor/Fleet Manager	50,715	86,000	1,951	3,308	24.38	41.35	0	0
Public Works Supervisor	61,500	99,520	2,365	3,828	29.57	47.85	2	0
Utility Supervisor	61,500	99,520	2,365	3,828	29.57	47.85	1	0
Civil Engineer	56,350	84,575	2,167	3,253	27.09	40.66	1	0
Assistant Director	61,500	99,520	2,365	3,828	29.57	47.85	3	0
Figure Skating Director	41,400	69,900	1,592	2,688	19.90	33.61	1	0
Hockey Director/Coach	41,400	95,940	1,592	3,690	19.90	46.13	1	0
Director of Information Technology	63,250	104,700	2,433	4,027	30.41	50.34	0	0
Director of HR & Risk Management	63,250	104,700	2,433	4,027	30.41	50.34	1	0
Programming Manager/Hockey Director	55,000	99,500	2,115	3,827	26.44	47.84	1	0
Deputy Chief	74,800	116,500	2,877	4,481	35.96	56.01	1	0
Assistant Village Manager	74,800	116,500	2,877	4,481	35.96	56.01	1	0
Directors:								
Finance	83,950	131,250	3,229	5,048	40.36	63.10	1	0
Community & Economic Development	83,950	131,250	3,229	5,048	40.36	63.10	1	0
Recreation & Community Programming	83,950	131,250	3,229	5,048	40.36	63.10	1	0
Public Works	83,950	131,250	3,229	5,048	40.36	63.10	1	0
Chief of Police	83,950	131,250	3,229	5,048	40.36	63.10	1	0
Deputy Village Manager	89,800	135,850	3,454	5,225	43.17	65.31	0	0
Village Manager							1	0
SUB-TOTAL MERIT PERFORMANCE POSITIONS:								
GRAND TOTAL ALL POSITIONS:								
							48	6
							109	8

NOTES

(1) Each position represents full-time equivalent hours of 2080, unless otherwise noted. "Job sharing" is permitted as long as total hours paid do not exceed the amount budgeted for the positions. The number of full-time equivalent positions shall not be increased.

(2) Part-Time non-exempt positions will be compensated at the hourly equivalent within their range.

(3) Authorized Positions Column does not include those positions for which total authorized hours are established.

ORDINANCE NO. _____

FIRST AMENDMENT TO THE VILLAGE OF BENSENVILLE

FISCAL YEAR 2013 BUDGET

WHEREAS, the Annual Budget of the Village of Bensenville for the Fiscal Year 2013 was approved on November 13, 2012 in accordance with the Illinois Municipal Code; and

WHEREAS, 65 ILCS 5/8-2-9.6 provides for the amendment of the Annual Budget.

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

SECTION 1: The Budget for the Village of Bensenville for the Fiscal Year 2013 adopted by the Board of Trustees on November 13, 2012 by Ordinance No. 76-2012 is hereby amended to modify the Official Compensation Plan for the Village of Bensenville for Fiscal Year 2013 adopted by the Board of Trustees as part of the 2013 Budget pursuant to the provisions of Exhibit A containing Schedule I and II of the Official Compensation Plan.

SECTION 2: This Ordinance shall be published in pamphlet form and shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED THIS 26th DAY OF FEBRUARY 2013, BY ROLL CALL VOTE AS FOLLOWS:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED THIS 26th DAY OF FEBRUARY 2013.

Frank Soto, Village President

ATTESTED AND FILED THIS 26th DAY OF FEBRUARY 2013.

Susan Janowiak, Village Clerk

Published in Pamphlet form this 26th Day of February 2013.