



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

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

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, March 23, 2010

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES

February 23, 2010 – Board of Trustees

- VI. WARRANT – March 23, 2010 #10-23 \$ 1,543,606.47

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

1. *Ordinance Granting Approval of a Variance to allow a Fence in the Side Yard of the Property Commonly Identified as 600 Thomas Drive, Bensenville, Illinois*
2. *Ordinance Approving a Conditional Use Permit to Allow Outdoor Storage for Storage of Trailers and Trucks at 600 Thomas Drive, Bensenville, Illinois*
3. *Resolution Authorizing the Execution of an Intergovernmental Agreement Between the County of DuPage and Village of Bensenville for Implementation of the Illicit Discharge Detection and Elimination Program*
4. *Resolution Authorizing the Adoption of an Identity Theft Detection Program*
5. *Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Bensenville*

VIII. **REPORTS OF STANDING COMMITTEES**

- A. Economic and Community Development Committee
 1. *Ordinance Granting Approval of a Variance to Reduce the Required Yard for an Existing Building for the Property Commonly Identified as*

1102 N. Ellis, Bensenville, Illinois

2. *Ordinance Approving a Conditional Use Permit to Allow Outdoor Storage for Storage of Trucks and Trailers at 1102 N. Ellis, Bensenville, Illinois*
3. *Ordinance Granting the Rezoning of Property Located at 404 S. Briar Lane, Bensenville, Illinois From RS-1 Low Density Single Family to RS-5 High Density Single Family*
4. *Ordinance Granting the Subdivision From One Lot to Two Lots of Record of the Property Located at 404 S. Briar Lane, Bensenville, Illinois*
5. *Ordinance Approving a Conditional Use Permit to Allow Outdoor Storage for Storage of "Pods" at 1120-1140 N. Ellis, Bensenville, Illinois*
6. *Ordinance Granting Approval of a Variance to Waive the Requirement of Screening of the Outdoor Storage Approved for the Property Commonly Identified as 1120-1140 N. Ellis, Bensenville, Illinois*
7. *Ordinance Amending the Zoning Code of the Village of Bensenville to Include "Electric Fence" as a Conditional Use in the I-2 Light Industrial District, I-3 Heavy Industrial District, and I-4 General Industrial District*

B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

1. *Resolution Authorizing Execution of an Agreement and Purchase Order with American Mobil Staging – Music in the Park Series*
2. *Resolution Authorizing Execution of a Purchase Order with Entertainment Management Group – Music in the Park Series*
3. *Resolution Authorizing Execution of an Agreement and Purchase Order with American Mobil Staging – Liberty Fest 2010*
4. *Resolution Authorizing Execution of Purchase Order with Entertainment Management Group – Liberty Fest 2010*
5. *Resolution Authorizing Execution of an Agreement and Purchase Order with Mad Bomber – Liberty Fest 2010*

D. Public Safety Committee - No Report

IX. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

Draft Advisory Resolution Supporting the Construction of the Elgin-O'Hare West By-Pass "Build Alternative 203; Option D"

Consideration of Resolution Opposing Governor Quinn's Budget Proposal to Reduce Local Government Shared Revenues

B. VILLAGE MANAGER'S REPORT

C. CORRESPONDENCES AND ANNOUNCEMENTS

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

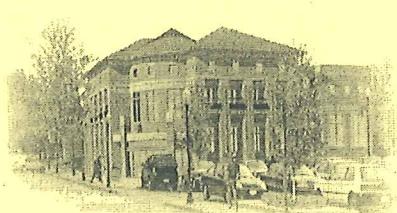
XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

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

Village of Bensenville

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



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

DRAFT

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING

February 23, 2010

CALL TO ORDER: 1. President Soto called the meeting to order at 6:45 p.m.

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

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

Absent: None

A quorum was present.

**PUBLIC
COMMENT:**

Clifford Sell – 320 W Grove Ave.

Mr. Sell received a high water bill due to a leak he had at his home. He had the leak fixed and accepts the water bill. Mr. Sell has concerns with the Village's plan in regards to capital recovery. Mr. Sell will meet with Village Manager, Michael Cassady, to discuss the matter.

**WARRANT NO.
10/20:**

3. President Soto presented Warrant No. 10/20 in the amount of \$756,827.98

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

ROLL CALL:

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

NAYS: None

Motion carried.

DRAFT

Motion: 4. Trustee Johnson made a motion to set the Consent Agenda as presented. Trustee Peconio seconded the motion.

Motion: Trustee Adamowski made a motion to remove action item number one from the consent agenda. Trustee Wesseler seconded the motion.

**Ordinance No.
8-2010:**

Ordinance Abating the Tax Heretofore Levied for the Year 2009 to Pay Debt Service on \$3,000,000 Series 1998 General Obligation Binds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)

**Ordinance No.
9-2010:**

Ordinance Abating the Tax Heretofore Levied for the Year 2009 to Pay Debt Service on \$2,925,000 Series 1998A General Obligation Binds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)

**Ordinance No.
10-2010:**

Ordinance Abating the Tax Heretofore Levied for the Year 2009 to Pay Debt Service on \$1,160,000 Series 2000 General Obligation Binds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)

**Ordinance No.
11-2010:**

Ordinance Abating the Tax Heretofore Levied for the Year 2009 to Pay Debt Service on \$1,000,000 Series 2001A General Obligation Binds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)

**Ordinance No.
12-2010:**

Ordinance Abating the Tax Heretofore Levied for the Year 2009 to Pay Debt Service on \$1,500,000 Series 2001B General Obligation Binds (Alternate Revenue Source) of the Village of Bensenville, Counties of Cook and DuPage, Illinois. (Consent Agenda)

DRAFT

Ordinance No.
13-2010:

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$2,870,000 Series 2001C General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

Ordinance No.
14-2010:

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$1,615,000 Series 2001D General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

Ordinance No.
15-2010:

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$1,875,000 Series 2001E General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

Ordinance No.
16-2010:

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$3,000,000 Series 2002A General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

Ordinance No.
17-2010:

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$1,356,000 Series 2002B General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

Ordinance No.
18-2010:

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$1,122,070 Series 2003A General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

DRAFT

**Ordinance No.
19-2010:**

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$2,200,000 Series 2003G General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

**Ordinance No.
20-2010:**

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$4,000,000 Series 2004D General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

**Ordinance No.
21-2010:**

**Ordinance Abating the Tax Heretofore Levied for the Year 2009
to Pay Debt Service on \$3,500,000 Series 2004E General
Obligation Binds (Alternate Revenue Source) of the Village of
Bensenville, Counties of Cook and DuPage, Illinois. (Consent
Agenda)**

**Ordinance No.
22-2010:**

**Ordinance Partially Abating the Tax Heretofore Levied for the
Year 2009 to Pay Debt Service on \$650,000 Series 2000 Special
Service Area Number Two, Unlimited AD Valorem Tax Bonds of
the Village of Bensenville, Counties of Cook and DuPage,
Illinois. (Consent Agenda)**

Motion:

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

ROLL CALL:

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

NAYS: None

Motion carried.

** Roll call was done to set and approve the amended consent agenda.*

DRAFT

Ordinance No.

23-2010:

5. Village President, Frank Soto, gave the summarization of the action contemplated in **Ordinance No. 23-2010** entitled **An Ordinance Granting Approval of a Sign Variance for Property Commonly Identified as 140-142 Thorndale Avenue.**

Motion:

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

ROLL CALL:

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

NAYS: None

Motion carried.

**PRESIDENTS
REPORT:**

President Soto announced that IDOT will be holding a job fair in Cook County for Veterans. President Soto would like Bensenville to follow suit and host a job fair in Bensenville for DuPage County. He is asking the Chamber of Commerce to participate in helping to promote this event.

The Village of Bensenville action hotline is up and running. The line is available for residents and business owners to voice their concerns and suggestions. The number is 630-594-1515.

The DuPage Water Commission recently passed a 21% increase for their water charges to municipalities. This will cause high water rates for Village residents and business owners. The Village Board will be asking the Commission to postpone the rate increase.

**MANAGERS
REPORT:**

Public review number three of the proposed FY2010 budget amendment will be held on March 2, 2010.

**EXECUTIVE
SESSION:**

President Soto 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. Actions will take place as a result of the discussions.

Minutes of the Village Board Meeting
February 23, 2010 Page 6

DRAFT

Motion: Trustee Johnson made a motion to recess the meeting to go into Executive Session. Trustee O'Connell seconded the motion.

All were in favor.

Motion carried.

President Soto recessed the meeting at 7:10 p.m.

President Soto called the meeting back to order at 7:55 p.m.

ROLL CALL: 6. Upon roll call by Village Clerk, JoEllen Ridder, the following Board Members were present:

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

Absent: None.

A quorum was present.

ANNOUNCEMENTS: Trustee Wesseler announced there will be a Charity Fundraiser breakfast for homeless Veterans held on February 28, 2010 at the American Legion Post in Wood Dale. Please call 630-238-1205 for additional information.

EXECUTIVE SESSION: President Soto 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 actions will take place as a result of the discussions.

Motion: Trustee Johnson made a motion to adjourn the meeting and go into Executive Session. Trustee O'Connell seconded the motion.

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:05 p.m.

JoEllen Ridder
Village Clerk

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

TYPE: Ordinances SUBMITTED BY: S. Viger DATE: 03.23.10

DESCRIPTION:

Ordinances granting a Conditional Use Permit to allow Outdoor Storage and a Variance for fencing in the Corner Side yard at 600 N. Thomas Drive.

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 type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Community & Economic Development DATE: 02.23.10

BACKGROUND:

The PRI Group is a new Industrial resident in the Village moving here from Northlake. They recently leased the approximately 98,000 sqft. facility that formerly housed R & M Trucking. As a part of their business they have the need for trucks, trailers and some compactors which they wish to store in the parking area north of the building. In accordance with the Zoning Ordinance they will screen the outdoor storage. Due in part to the larger than required corner side yard The PRI Group requires a variance to have the fencing in that corner side yard.

KEY ISSUES:

Whether the application as presented meets the approval criteria found in the Zoning Ordinance for the Conditional Use Permit and Variance.

ALTERNATIVES:

Approve the Ordinance as presented.

Approve the Ordinance with altered or additional conditions.

Remand the Ordinance to the CDC for further deliberation.

Deny the Ordinance.

RECOMMENDATION:

The staff respectfully requests that the Committee approve the Conditional Use Permit and variance. At their February 8, 2010 Public Hearing the CDC voted unanimously (7 – 0) to recommend approval of the variance to the President and Board of Trustees. At their 02.23.10 meeting the Community & Economic Development Committee voted unanimously (4- 0) to approve the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Ordinances approving the Conditional Use Permit and Variance for The PRI Group LLC. at 600 N. Thomas Drive.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT
TO ALLOW OUTDOOR STORAGE FOR STORAGE OF TRAILERS AND TRUCKS
AT 600 THOMAS DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, in or about December 2009, Trust No. 4398/B8000439893 ("owner") and PRI Group, LLC, tenant-applicant (hereinafter collectively "Applicant"), filed an application seeking a conditional use permit to allow outdoor storage for storage of trailers and trucks, pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for the property commonly known as 600 Thomas Drive, Bensenville, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit was published on December 25, 2009, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing commencing on January 11, 2010, and continuing to February 8, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission considered this matter and a vote of its members resulted in a unanimous vote to approve the request, and forwarded its recommendations, including its findings of fact as adopted from the Staff Report regarding same, to the Community and Economic Development Committee of the Village Board, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and,

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

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein

and based on the recommendation of its Community and Economic Development Committee have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village, subject to the conditions as recommended by the Commission.

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

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

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

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

SECTION FOUR: That, the conditional use permit sought by the applicant pursuant to Section 10-9-B-3 of the Zoning Code is hereby granted for use of the property for outdoor storage, for storage of trailers, subject to (1) approval of the variance requested for fencing, (2) that the site be developed in substantial compliance with the site plan submitted as part of the Application, (3) that the parking lot be seal coated and striped when weather permits, and (4) that no vehicles may be staged in the public rights of way.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 23rd day of March, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

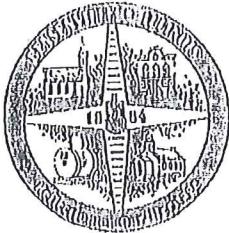
ABSENT: _____

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The Legal Description is as follows:

Lots 29 and 30 in Klefstad Bensenville Industrial Park, a subdivision in Section 2 and 11, Township 40 North, Range 11 east of the Third Principal Meridian, according to the Plat thereof recorded January 27, 1967 as Document No. R67-2063, in the Village of Bensenville, in Du Page County, Illinois

600 Thomas Drive



COMMUNITY DEVELOPMENT COMMISSION STAFF REPORT

HEARING DATE: January 11, 2010
CDC CASE #: 2010 - 05
PROPERTY: 600 N. Thomas Drive
PROPERTY OWNER: Chuck Silverman
ACREAGE: 5.16 acres
PIN NUMBER: 03 - 11 - 200 - 029
APPLICANT: PRI Group, LLC
REQUEST: Conditional Use Permit to allow Outdoor Storage and a Variance to allow a fence in the corner side yard.

SURROUNDING LAND USE:

Site	Zoning	Land Use	Jurisdiction
North	I-2	Industrial	Village of Bensenville
South	I-2	Industrial	Village of Bensenville
East	I-2	Industrial	Village of Bensenville
West	I-2	Industrial	Village of Bensenville

SUMMARY:

PRI Group is relocating to the Village and is leasing the property formerly occupied by R & M Trucking. They have a need to store trucks and trailers on their property and as such require a Conditional Use Permit. In keeping with the Code and to provide security for their vehicles, they are requesting a screening fence. The corner lot has a corner side yard that prohibits fencing, necessitating the variance request.

DEPARTMENT COMMENTS:

Public Works: No comments received to date.

Finance: No outstanding water bills to date.

Police: No Police issues / However some items to consider - beware of potential parking problems. The past tenant at this location had a major parking problem that caused them to use the public streets as their personal staging area. This overflow of

truck parking on the street created multiple complaints from nearby businesses in the area.

Inspectional Services:
Install two handicapped accessible parking spaces in compliance with Village Code & State Statute.

The landlord is planning to sealcoat & stripe the parking lot in the Spring (as weather permits). All truck and trailer parking spaces need to be striped.

Community Development:
The staff was supportive of PRI Group's relocation to the Village and has a working relationship with the company during the interior building alterations etc. The Conditional Use permit for outdoor storage is in this case primarily a size and proper maintenance exercise. The property has long been home to a trucking operation with considerable numbers of tractor trailers housed on the property. The Conditional use allows the Village the ability to limit the size and location of the parking/storage and to have the area fenced.

The total site is 5.16 acres that would allow up to 56,192 square feet for outdoor storage. The site plan submitted in support of the request identifies approximately 22,000 square feet of area defined as Outdoor Storage. The Village Code requires that outdoor storage areas be screened, (or fenced). The variance is requested as the fence is proposed to incorporate the loading docks on the eastern façade of the building, taking the fence into the actual corner side yard. The building is set back from the east property line over 100' well in excess of the minimum 25' required corner side yard.

APPROVAL CRITERIA FOR CONDITIONAL USE:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

Traffic - There will be no increase in traffic flow, other than that caused by the existing businesses.

Environmental Nuisance - The parking of trucks and trailers should not cause any additional environmental nuisance.

Neighborhood Character - The property is located in an industrial area, the establishment of truck and trailer storage area should not have a detrimental effect on the character of the neighborhood.

Use of Public Services & Facilities - There are adequate facilities to serve the entire property.

Public Necessity - The company receives and packages materials to be transported elsewhere for recycling. The benefits of a recycling society are many and the location of the property is well suited to the use.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

Special Circumstances—

The subject property is a corner lot with a corner side yard in excess of the minimum 25' required in the I-2 Light Industrial District.

Hardship or Practical Difficulties—

The site and building design along with the building's location create a hardship.

Circumstances Related to the Property—

The special circumstances and hardship of the subject property relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions.

Not Resulting from the Applicant's Action—

The special circumstances and practical difficulties or hardships that are the basis for the variance have not resulted from any act, of the applicant. The applicant is seeking to lease the existing facility to locate their business in Bensenville. The exterior of the building and physical nature of the property have not been significantly altered as it relates to this variance request.

Preserves the Rights Conferred by the District—

The variance as requested is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Necessary for the Use of the Property—

The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Will not Alter the Local Character—

The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Consistent With Title And Plan—

The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Minimum Variance Needed—

The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

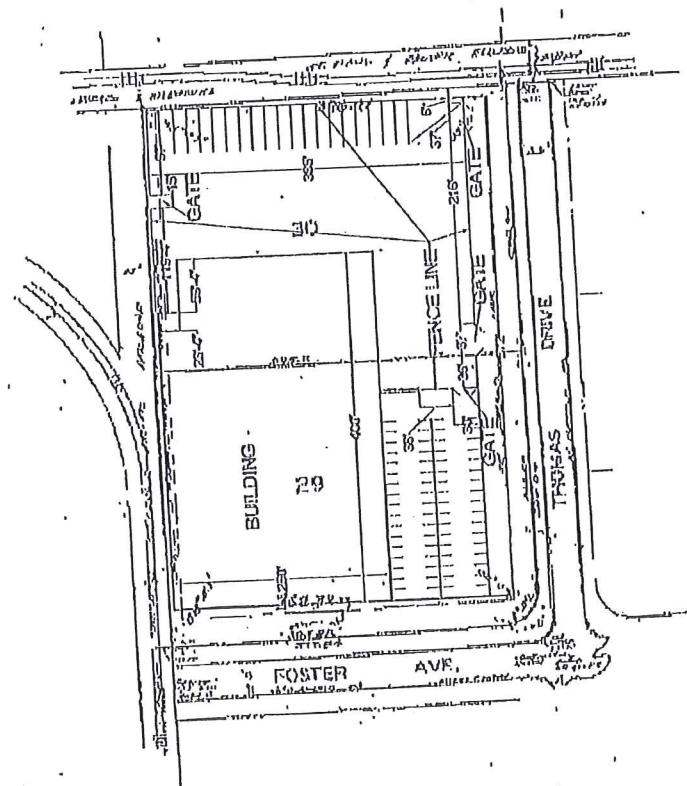
RECOMMENDATIONS:

Staff respectfully recommends approval of this Conditional Use Permit, variance and the above Findings of Fact, subject to the following conditions:

1. The site be developed in substantial compliance with the site plan submitted as part of the application.
2. The parking lot be seal coated and striped when weather permits.
3. No vehicles may be "staged" in the public rights of way.

Respectfully Submitted
Community & Economic Development Department

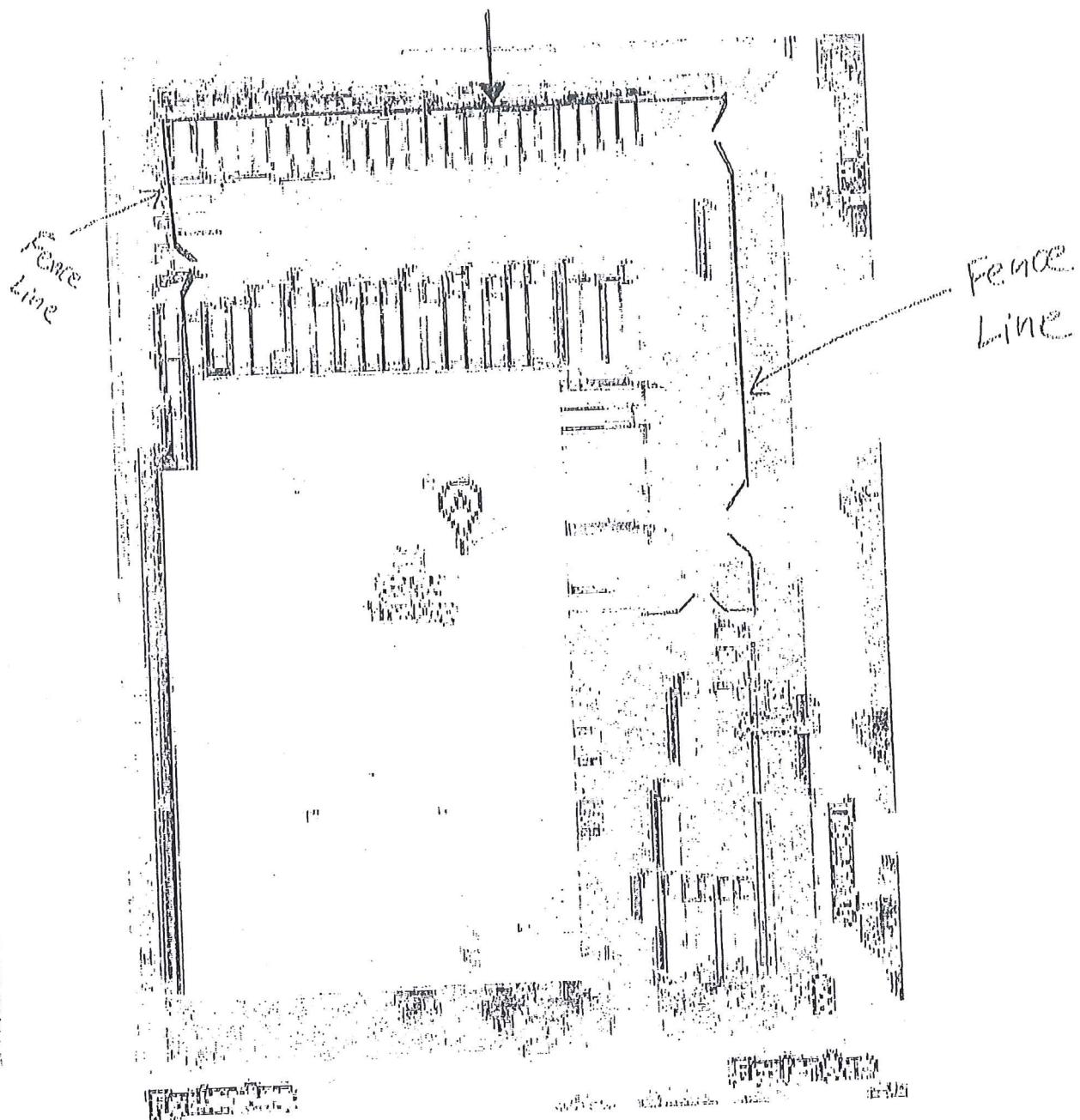
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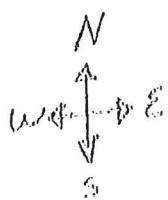


Fence Line



Google earth

600 Thomas Dr.
Bentonville, AR 72706



E. PROJECT DATA:

1. Location: 600 Thomas Drive, Bensenville, IL
2. Property Index Number(s) (PIN): 03-11-200-029
3. General description of the site: single unit industrial building
in industrial area
4. Existing zoning and land use of the site: I-2 - Industrial land use

5. Acreage of the site: 5.16 acres

6. Character of surrounding area:

	Zoning	Existing Land Use	Jurisdiction
North:	I-2	industrial	Bensenville
East:	I-2	industrial	Bensenville
South:	I-2	industrial	Bensenville
West:	I-2	industrial	Bensenville

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): none

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

10-3-4;C Approval Criteria for Conditional Uses

1. Traffic

There will not be traffic flow outside the typical allowed use of this zoning district. In fact this storage and staging of trailers will lessen the traffic as our drivers will not have to double their efforts to drive back and forth to an off-site trailer parking facility.

2. Environmental Nuisance

The trailer storage will reduce the otherwise nuisance caused by our trucks going back and forth to a third-party storage facility. Additionally, added fuel and resources will not be required when the Conditional Use is granted.

3. Neighborhood Character

This will not adversely impact the character of the surrounding neighborhood as it is a industrial area with no residential. Many of the facilities in the business park have tractors and trailers in their parking lots.

4. Use of Public Services and Facilities

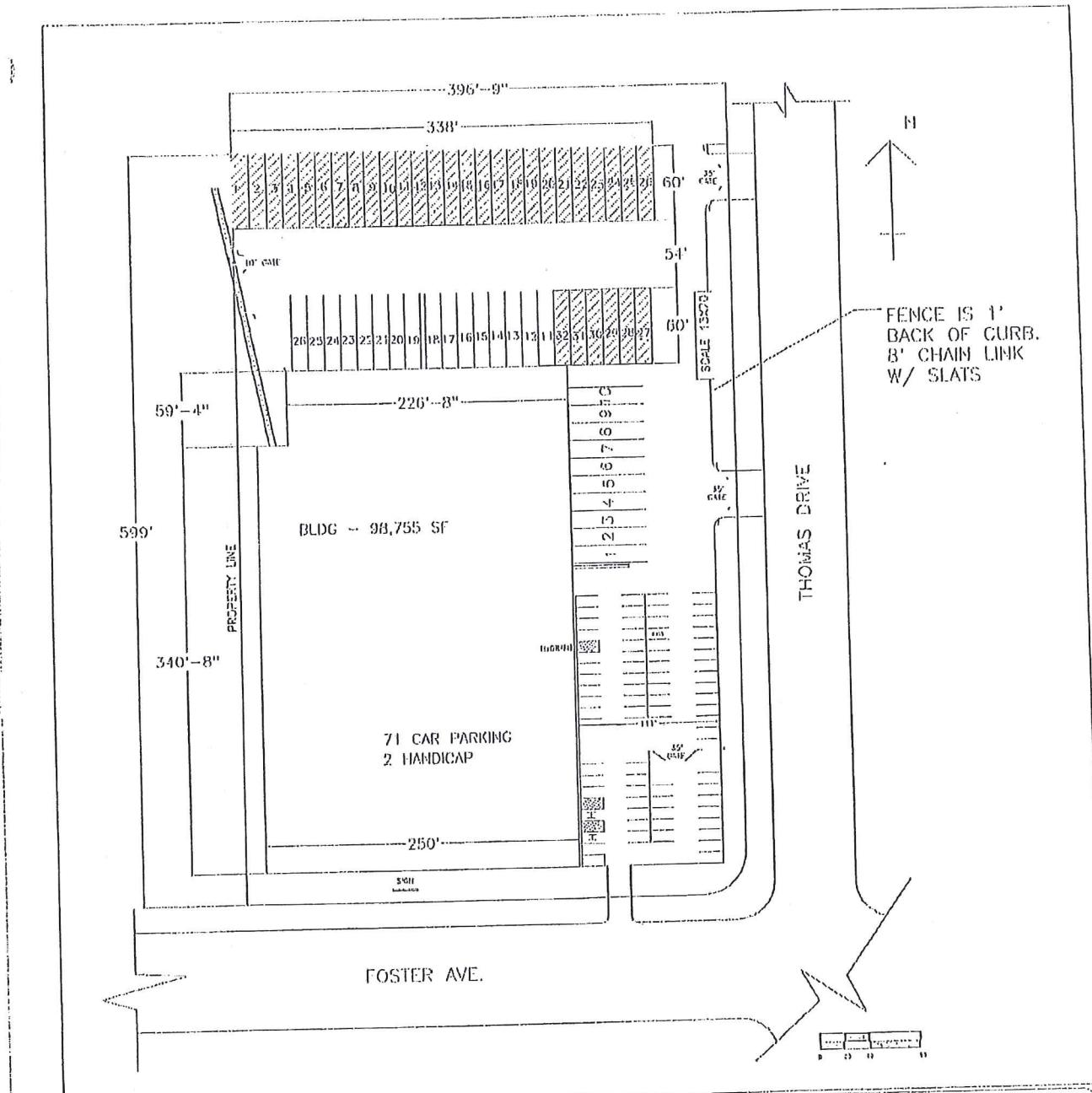
The proposed use will not require existing community facilities or services.

5. Public Necessity

This storage and staging of trailers will allow us to dramatically reduce road traffic as we will be able to deliver trailer loads directly from our accounts to the warehouse and not require the back and forth shipments of trailers to off-site storage facilities.

6. Other Factors

This is consistent with the use of adjacent property owners.



600 THOMAS DRIVE
THE PRI GROUP

PER SUBMITTAL

SITE AREA - 237,653 SF	SCALE : NTS
OUTDOOR STORAGE - 26,880 SF	% STORAGE ON SITE - 11.3%
TRUCK/STORAGE PARKING - 14'X60'	32 OUTDOOR STORAGE SPACES

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
TO ALLOW A FENCE IN THE SIDE YARD OF THE PROPERTY COMMONLY
IDENTIFIED AS 600 THOMAS DRIVE, BENSENVILLE, ILLINOIS**

WHEREAS, Trust No. 4398/B8000439893 ("owner") and PRI Group, LLC, tenant-applicant (hereinafter collectively "Applicant"), filed an application for approval of a variance to allow a fence in the side yard at the property located at 600 Thomas Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published on December 25, 2009, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on January 11, 2010 and February 8, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission voted to approve the request for the fence variance, in conjunction with a request for a conditional use permit to allow outdoor storage of trailers in the corner side yard on the Subject Property, with a condition that the fencing be installed in compliance with the plans submitted to the Commission on February 8, 2010, and forwarded its recommendations, including Staff Report and findings relative to the variation to the Village Board's Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to allow fencing in the corner lot, if the conditional use permit is granted for the Subject Property is consistent with the *Bensenville Village Code*.

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

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

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

SECTION THREE: That the Staff Report and Recommendation to approve the fence variance sought, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-14-11E, is attached to the recommendations of the Community Development Commission in Exhibit "B" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Applicant to allow construction of a fence in the corner lot is hereby granted, subject to approval of the conditional use permit, and erection of the fence in compliance with the plan submitted to the Community Development Commission.

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 23rd day of March 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

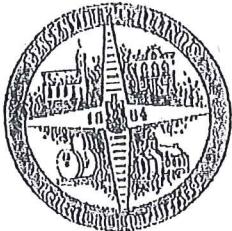
NAYES: _____

ABSENT: _____

The Legal Description is as follows:

Lots 29 and 30 in Klefstad Bensenville Industrial Park, a subdivision in Section 2 and 11, Township 40 North, Range 11 east of the Third Principal Meridian, according to the Plat thereof recorded January 27, 1967 as Document No. R67-2063, in the Village of Bensenville, in Du Page County, Illinois

600 Thomas Drive



COMMUNITY DEVELOPMENT COMMISSION STAFF REPORT

HEARING DATE: January 11, 2010
CDC CASE #: 2010 - 05
PROPERTY: 600 N. Thomas Drive
PROPERTY OWNER: Chuck Silverman
ACREAGE: 5.16 acres
PIN NUMBER: 03 - 11 - 200 - 029
APPLICANT: PRI Group, LLC
REQUEST: Conditional Use Permit to allow Outdoor Storage and a Variance to allow a fence in the corner side yard.

SURROUNDING LAND USE:

Site	Zoning	Land Use	Jurisdiction
North	I-2	Industrial	Village of Bensenville
South	I-2	Industrial	Village of Bensenville
East	I-2	Industrial	Village of Bensenville
West	I-2	Industrial	Village of Bensenville

SUMMARY:

PRI Group is relocating to the Village and is leasing the property formerly occupied by R & M Trucking. They have a need to store trucks and trailers on their property and as such require a Conditional Use Permit. In keeping with the Code and to provide security for their vehicles, they are requesting a screening fence. The corner lot has a corner side yard that prohibits fencing, necessitating the variance request.

DEPARTMENT COMMENTS:

Public Works: No comments received to date.

Finance: No outstanding water bills to date.

Police: No Police issues / However some items to consider - beware of potential parking problems. The past tenant at this location had a major parking problem that caused them to use the public streets as their personal staging area. This overflow of

truck parking on the street created multiple complaints from nearby businesses in the area.

Inspectional Services:

Install two handicapped accessible parking spaces in compliance with Village Code & State Statute.

The landlord is planning to sealcoat & stripe the parking lot in the Spring (as weather permits). All truck and trailer parking spaces need to be striped.

Community Development:

The staff was supportive of PRI Group's relocation to the Village and has a working relationship with the company during the interior building alterations etc. The Conditional Use permit for outdoor storage is in this case primarily a size and proper maintenance exercise. The property has long been home to a trucking operation with considerable numbers of tractor trailers housed on the property. The Conditional use allows the Village the ability to limit the size and location of the parking/storage and to have the area fenced.

The total site is 5.16 acres that would allow up to 56,192 square feet for outdoor storage. The site plan submitted in support of the request identifies approximately 22,000 square feet of area defined as Outdoor Storage. The Village Code requires that outdoor storage areas be screened, (or fenced). The variance is requested as the fence is proposed to incorporate the loading docks on the eastern façade of the building, taking the fence into the actual corner side yard. The building is set back from the east property line over 100' well in excess of the minimum 25' required corner side yard.

APPROVAL CRITERIA FOR CONDITIONAL USE:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

Traffic - There will be no increase in traffic flow, other than that caused by the existing businesses.

Environmental Nuisance - The parking of trucks and trailers should not cause any additional environmental nuisance.

Neighborhood Character - The property is located in an industrial area, the establishment of truck and trailer storage area should not have a detrimental effect on the character of the neighborhood.

Use of Public Services & Facilities - There are adequate facilities to serve the entire property.

Public Necessity - The company receives and packages materials to be transported elsewhere for recycling. The benefits of a recycling society are many and the location of the property is well suited to the use.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

Special Circumstances—

The subject property is a corner lot with a corner side yard in excess of the minimum 25' required in the I-2 Light Industrial District.

Hardship or Practical Difficulties—

The site and building design along with the building's location create a hardship.

Circumstances Related to the Property—

The special circumstances and hardship of the subject property relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions.

Not Resulting from the Applicant's Action—

The special circumstances and practical difficulties or hardships that are the basis for the variance have not resulted from any act, of the applicant. The applicant is seeking to lease the existing facility to locate their business in Bensenville. The exterior of the building and physical nature of the property have not been significantly altered as it relates to this variance request.

Preserves the Rights Conferred by the District—

The variance as requested is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Necessary for the Use of the Property—

The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Will not Alter the Local Character—

The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Consistent With Title And Plan—

The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Minimum Variance Needed—

The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

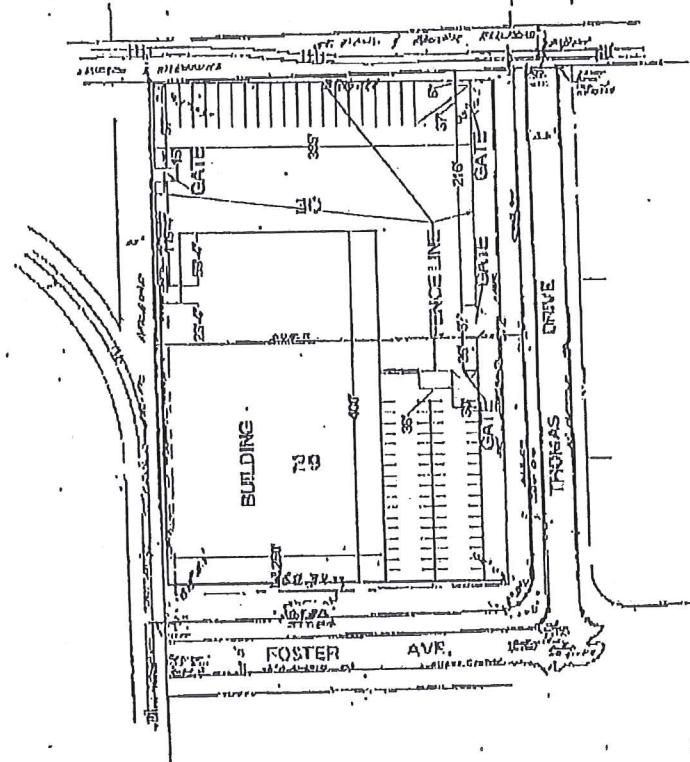
RECOMMENDATIONS:

Staff respectfully recommends approval of this Conditional Use Permit, variance and the above Findings of Fact, subject to the following conditions:

1. The site be developed in substantial compliance with the site plan submitted as part of the application.
2. The parking lot be seal coated and striped when weather permits.
3. No vehicles may be "staged" in the public rights of way.

Respectfully Submitted
Community & Economic Development Department

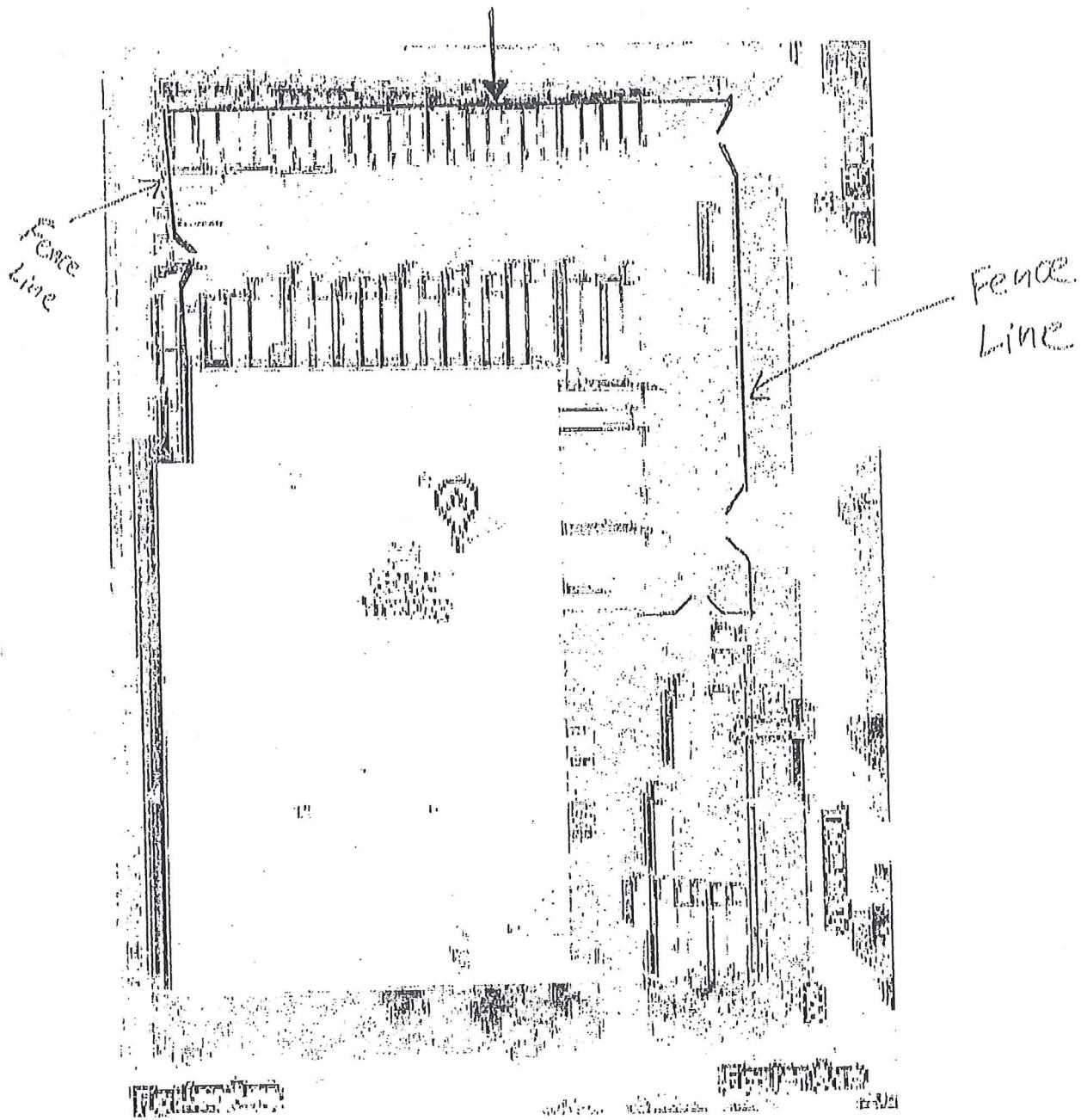
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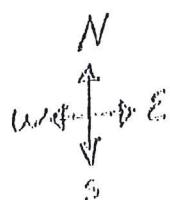
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JOB NO. 600-1
OFFICE COPY



Fence Line



600 Thomas Dr.
Bensenville, IL 60106



E. PROJECT DATA:

1. Location: 600 Thomas Drive, Bensenville, IL
2. Property Index Number(s) (PIN): 03-11-200-029
3. General description of the site: single unit industrial building
in industrial area
4. Existing zoning and land use of the site: I-2 - Industrial land use
5. Acreage of the site: 5.16 acres
6. Character of surrounding area:

	Zoning	Existing Land Use	Jurisdiction
North:	I-2	industrial	Bensenville
East:	I-2	industrial	Bensenville
South:	I-2	industrial	Bensenville
West:	I-2	industrial	Bensenville

7. List any controlling agreements (annexation agreements, Village Ordinances, site plans): none

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

10-3-4:C Approval Criteria for Conditional Uses

1. Traffic

There will not be traffic flow outside the typical allowed use of this zoning district. In fact this storage and staging of trailers will lessen the traffic as our drivers will not have to double their efforts to drive back and forth to an off-site trailer parking facility.

2. Environmental Nuisance

The trailer storage will reduce the otherwise nuisance caused by our trucks going back and forth to a third-party storage facility. Additionally, added fuel and resources will not be required when the Conditional Use is granted.

3. Neighborhood Character

This will not adversely impact the character of the surrounding neighborhood as it is a industrious area with no residential. Many of the facilities in the business park have tractors and trailers in their parking lots.

4. Use of Public Services and Facilities

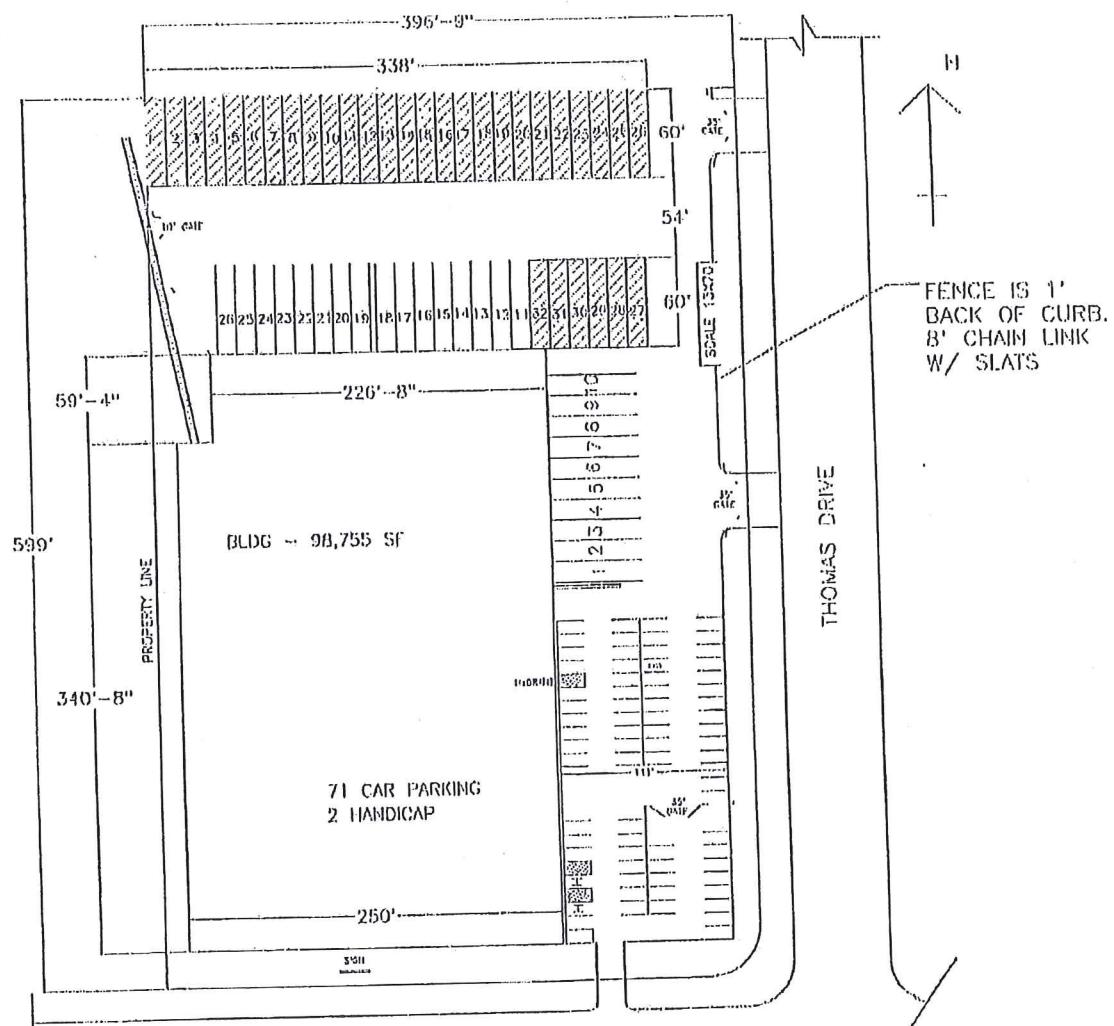
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This storage and staging of trailers will allow us to dramatically reduce road traffic as we will be able to deliver trailer loads directly from our accounts to the warehouse and not require the back and forth shipments of trailers to off-site storage facilities.

6. Other Factors

This is consistent with the use of adjacent property owners.



600 THOMAS DRIVE
THE PRI GROUP

PERMIT NO. 100-10000000000000000000000000000000

SITE AREA - 237,653 SF

SCALE : NTS

OUTDOOR STORAGE - 26,880 SF

% STORAGE ON SITE - 11.3%

TRUCK/STORAGE PARKING - 14'X60'

32 OUTDOOR STORAGE SPACES

TYPE: Ordinance/Resolution/IGA SUBMITTED BY: Paul Quinn DATE: January 5, 2010

DESCRIPTION: Enter into an Intergovernmental Agreement with DuPage County for the Enforcement of Illicit Discharge Violations and adopt the DuPage County Illicit Discharge and Detection Ordinance as our own

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Approved 4-0 Vote

DATE: January 19, 2010

BACKGROUND: The Village is a co-permittee with the County of DuPage for the National Pollutant Discharge Elimination System (NPDES) Stormwater Phase 2 Permit issued by the IEPA. The permit has six goals also known as best Management Practices. One goal is the establishment of an Illicit Discharge Detection and Elimination (IDDE) program that prohibits and eliminates the discharge of pollutants into storm sewer systems. Under a Full Participatory Agreement, the County would identify illicit discharges and the Village would issue violations and enforce the ordinance. Examples of illicit discharges include sanitary wastes, industrial chemicals or grey water intentionally placed or spilled into stormwater conveyance systems. Eighteen of twenty DuPage communities have elected to fully participate in the program (see-attached survey).

KEY ISSUES: Six keys issues exist with the adoption of the ordinance and IGA and include the following,

1. Administration and enforcement officer must be identified for the Village. Staff suggests the Director of Public Works be responsible for these duties (see Chapter 8 document for suggested modifications).
2. Discharge prohibitions are identified under 8-6-3 of the Village Code. The IDDE ordinance identifies what are not illicit discharges more than what they are. Key points include car washing, pool and reservoir water, and formally permitted storm connections now considered illicit (see attached CBBEL memo and ordinance).
3. All projects requiring an NPDES permit must submit a Notice of Intent (NOI) to the County
4. The attached IGA is to run in five year terms along with the NPDES permit and extend only upon mutual agreement
5. Update and provide the County with a copy of the Village storm water atlas
6. The County IDDE ordinance is only effective in unincorporated areas until officially passed by reference in the Village

ALTERNATIVES: Two alternatives exist for the elimination of illicit discharges

1. Enter into a Partial Agreement with the County where the services to identify an illicit discharger are shared with the County
2. The Village establish their own IDDE program and bare all associated costs

RECOMMENDATION: Staff recommends the Village Board approve the ordinance and resolution to enter into an IGA with DuPage County for Full Participation in the IDDE program

BUDGET IMPACT: Existing staff will run the program with the intent to pay legal expenses from fines and fees

ACTION REQUIRED: Passage of the attached resolution, Intergovernmental Agreement, and Adoption of the County IDDE ordinance

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF BENSENVILLE
FOR IMPLEMENTATION OF THE ILLICIT DISCHARGE DETECTION
AND ELIMINATION PROGRAM**

WHEREAS, the County of DuPage and the Village of Bensenville are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," 5 ILCS 220/1 *et seq.*, and operate pursuant to Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, pursuant to the provisions of Illinois Statute and the Constitution, the County of DuPage and the Village of Bensenville desire to enter into a Intergovernmental Agreement for purposes of the implementation of the illicit discharge detection and elimination program, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A;" and

WHEREAS, the Intergovernmental Agreement contains the terms and conditions by which both the County of DuPage and the Village will develop, implement and enforce a stormwater management program in keeping with Illinois and Federal law; and

WHEREAS, the Village Board of the Village of Bensenville deems it necessary and desirable for the residents of the Village to enter in the Intergovernmental Agreement with the County for the reasons set forth with more particularity therein.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village President be, and the same is, hereby authorized and directed to execute on behalf of the Village, and the Village Clerk to attest thereto, the execution of An Intergovernmental Agreement between the Village of Bensenville and the County of DuPage for the Implementation of the Illicit Discharge Detection and Elimination Program (as attached hereto as Exhibit "A").

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 23d day of March, 2010.

APPROVED:

Frank Soto
President

ATTEST:

JoEllen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

-FULL PARTICIPANT AGREEMENT-

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ of _____, 2010 between the Village of Bensenville of DuPage & Cook Counties (hereinafter referred to as the "MUNICIPALITY") a body corporate and politic, with offices at 12 South Center Street, Bensenville, Illinois 60106-1987 and the County of DuPage, Illinois (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the MUNICIPALITY and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", as specified in Illinois Statute, 5 ILCS 220/1 *et. seq.*, and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, the COUNTY and MUNICIPALITY each submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the COUNTY and MUNICIPALITY noted on their respective NOI that they intend to act as cooperating permit holders to fulfill the requirements of ILR40's Illicit Discharge Detection and Elimination (IDDE) minimum control measure; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

EXHIBIT

A

-FULL PARTICIPANT AGREEMENT-

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the COUNTY agrees to develop and implement a program to monitor and trace illicit discharges into small MS4s on behalf of the MUNICIPALITY as one of the minimum control measures for its stormwater management program; and

WHEREAS, the COUNTY and the MUNICIPALITY recognize that additional benefits of illicit discharge detection and elimination include increased water quality, reduction in pollutant loads in waterways, improved wildlife habitat, and public education opportunities; and

WHEREAS, the COUNTY has adopted the DuPage County Illicit Discharge Detection and Elimination Ordinance (ORDINANCE) to ensure the health, safety, and general welfare of the citizens of DuPage County, and protect and enhance water quality in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) through the regulation of non-storm water discharges to the storm drainage system; and

WHEREAS, the MUNICIPALITY has passed Ordinance No. 7-2010 adopting COUNTY ORDINANCE No. OSM-002-09 by reference; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in their best interest to cooperate in the enforcement and implementation of their respective ordinances; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is reasonable, necessary, and in the public interest and welfare for the COUNTY to conduct monitoring and tracing responsibilities associated with illicit discharge detection and elimination subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are hereby incorporated as though fully set forth herein.

2.0 COUNTY RIGHTS AND RESPONSIBILITIES.

2.1 The COUNTY agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the MUNICIPALITY utilizing COUNTY personnel and equipment.

-FULL PARTICIPANT AGREEMENT-

- 2.2 The COUNTY agrees to prepare, at its sole expense, plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the MUNICIPALITY.
- 2.3 The COUNTY agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the COUNTY and the MUNICIPALITY having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.
- 2.4 The COUNTY agrees to monitor MS4 outfalls within the jurisdiction of the MUNICIPALITY, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.
- 2.5 The COUNTY agrees to notify the MUNICIPALITY within a reasonable time prior to the COUNTY conducting dye testing as part of tracing procedures.
- 2.6 The COUNTY agrees to notify the MUNICIPALITY within twenty four (24) hours of detecting an illicit discharge within the municipal limits of the MUNICIPALITY. Promptly upon completion of the COUNTY'S investigation, the COUNTY shall inform the MUNICIPALITY of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the MUNICIPALITY to have in order to carry out enforcement proceedings.
- 2.7 The COUNTY agrees to provide the MUNICIPALITY with any information required for enforcement action and prosecution by the MUNICIPALITY and produce County personnel in court, as necessary and upon adequate notice.
- 2.8 The COUNTY agrees to create and manage a countywide hotline for reporting illicit discharges.
- 2.9 The COUNTY agrees to prepare the Illicit Discharge Detection and Elimination section of the annual report on behalf of the MUNICIPALITY. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40. The COUNTY will submit a copy of the Illicit Discharge Detection and Elimination section annual report to both the IEPA and the MUNICIPALITY.

3.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

-FULL PARTICIPANT AGREEMENT-

- 3.1 The MUNICIPALITY agrees to provide the COUNTY with a current storm sewer atlas. If a storm sewer atlas is not available, the MUNICIPALITY will work to provide a storm sewer atlas to the COUNTY within 12 months.
- 3.2 The MUNICIPALITY agrees to provide annual updates of the storm sewer atlas to the COUNTY.
- 3.3 The MUNICIPALITY agrees to assign to the COUNTY any rights of access to the storm drainage system under the jurisdiction of the MUNICIPALITY as the COUNTY deems necessary.
- 3.4 The MUNICIPALITY agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the MUNICIPALITY receives timely notification from the COUNTY that a violation exists. Further, the COUNTY agrees to provide prosecution witnesses required without cost to the MUNICIPALITY.
- 3.5 The MUNICIPALITY shall provide the COUNTY with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

4.0 GOVERNMENT REGULATION.

- 4.1 The COUNTY and the MUNICIPALITY shall each comply with the applicable requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the performance of this Agreement, with the most stringent standards governing.

5.0 MISCELLANEOUS TERMS.

- 5.1 This Agreement shall be approved by Ordinance and executed for and on behalf of the COUNTY and MUNICIPALITY.
- 5.2 Certified copies of each party's respective adopting ordinance or resolution shall be attached hereto and made a part hereof as evidence of the authority exercised by the undersigned officers of the COUNTY and MUNICIPALITY.
- 5.3 This Agreement shall become effective upon the date set forth above, and continue in full force and effect unless terminated in accord with Paragraph 5.5, below.

-FULL PARTICIPANT AGREEMENT-

- 5.4 This Agreement may be amended or modified only by written instrument duly approved and signed by both parties to the Agreement.
- 5.5 Either party may give notice of its intent to terminate this Agreement in accord with Paragraphs 8.1 and 8.2 below. .
- 5.6 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 5.7 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

6.0 ENTIRE AGREEMENT.

- 6.1 This Agreement represents the entire agreement between the COUNTY and MUNICIPALITY with respect to the Illicit Discharge Detection and Elimination Program and supersedes all prior negotiations, representations or agreements, either written or oral.

7.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

- 7.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the MUNICIPALITY shall be directed to:

Village of Bensenville
Attn: Director of Public Works
Address
717 E. Jefferson Street, Bensenville, IL 60106-1987
Fax: 1-630-594-1148
E-mail: pquinn@bensenville

Notices served upon the COUNTY shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
Fax: 630-407-6701
E-mail: Water.Quality@dupageco.org

-FULL PARTICIPANT AGREEMENT-

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

8.0 TERM OF AGREEMENT

- 8.1 As will be used for staff and budget requirements, the COUNTY and the MUNICIPALITY agree to not change enforcement status within the term of this Agreement.
- 8.2 This agreement will expire on the 31st of March, 2013. This agreement can be extended for additional NPDES permit cycles at the mutual agreement of both parties. The permit cycle is defined for a five (5) year period beginning one (1) year before the expiration date of the current NPDES permit for the MUNICIPALITY and continues until one (1) year before the expiration of the subsequent NPDES five (5) year permit.

9.0 SEVERABILITY

- 9.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

10.0 GOVERNING LAW

- 10.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY:

FRANK SOTO
BENSENVILLE VILLAGE PRESIDENT

-FULL PARTICIPANT AGREEMENT-

ATTEST BY: _____
JOELLEN RIDDER
BENSENVILLE VILLAGE CLERK

BY: _____
ROBERT J. SCHILLERSTROM
CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY: _____
GARY A. KING
COUNTY CLERK

-FULL PARTICIPANT AGREEMENT-

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
ILLICIT DISCHARGE DETECTION AND ELIMINATION PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ of _____, 2010 between the Village of Bensenville of DuPage & Cook Counties (hereinafter referred to as the "MUNICIPALITY") a body corporate and politic, with offices at 12 South Center Street, Bensenville, Illinois 60106-1987 and the County of DuPage, Illinois (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the MUNICIPALITY and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", as specified in Illinois Statute, 5 ILCS 220/1 *et. seq.*, and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, the COUNTY and MUNICIPALITY each submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the COUNTY and MUNICIPALITY noted on their respective NOI that they intend to act as cooperating permit holders to fulfill the requirements of ILR40's Illicit Discharge Detection and Elimination (IDDE) minimum control measure; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

-FULL PARTICIPANT AGREEMENT-

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the COUNTY agrees to develop and implement a program to monitor and trace illicit discharges into small MS4s on behalf of the MUNICIPALITY as one of the minimum control measures for its stormwater management program; and

WHEREAS, the COUNTY and the MUNICIPALITY recognize that additional benefits of illicit discharge detection and elimination include increased water quality, reduction in pollutant loads in waterways, improved wildlife habitat, and public education opportunities; and

WHEREAS, the COUNTY has adopted the DuPage County Illicit Discharge Detection and Elimination Ordinance (ORDINANCE) to ensure the health, safety, and general welfare of the citizens of DuPage County, and protect and enhance water quality in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) through the regulation of non-storm water discharges to the storm drainage system; and

WHEREAS, the MUNICIPALITY has passed Ordinance No. 7-2010 adopting COUNTY ORDINANCE No. OSM-002-09 by reference; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in their best interest to cooperate in the enforcement and implementation of their respective ordinances; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is reasonable, necessary, and in the public interest and welfare for the COUNTY to conduct monitoring and tracing responsibilities associated with illicit discharge detection and elimination subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are hereby incorporated as though fully set forth herein.

2.0 COUNTY RIGHTS AND RESPONSIBILITIES.

2.1 The COUNTY agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the MUNICIPALITY utilizing COUNTY personnel and equipment.

-FULL PARTICIPANT AGREEMENT-

- 2.2 The COUNTY agrees to prepare, at its sole expense, plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the MUNICIPALITY.
- 2.3 The COUNTY agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the COUNTY and the MUNICIPALITY having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.
- 2.4 The COUNTY agrees to monitor MS4 outfalls within the jurisdiction of the MUNICIPALITY, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.
- 2.5 The COUNTY agrees to notify the MUNICIPALITY within a reasonable time prior to the COUNTY conducting dye testing as part of tracing procedures.
- 2.6 The COUNTY agrees to notify the MUNICIPALITY within twenty four (24) hours of detecting an illicit discharge within the municipal limits of the MUNICIPALITY. Promptly upon completion of the COUNTY'S investigation, the COUNTY shall inform the MUNICIPALITY of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the MUNICIPALITY to have in order to carry out enforcement proceedings.
- 2.7 The COUNTY agrees to provide the MUNICIPALITY with any information required for enforcement action and prosecution by the MUNICIPALITY and produce County personnel in court, as necessary and upon adequate notice.
- 2.8 The COUNTY agrees to create and manage a countywide hotline for reporting illicit discharges.
- 2.9 The COUNTY agrees to prepare the Illicit Discharge Detection and Elimination section of the annual report on behalf of the MUNICIPALITY. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40. The COUNTY will submit a copy of the Illicit Discharge Detection and Elimination section annual report to both the IEPA and the MUNICIPALITY.

3.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

-FULL PARTICIPANT AGREEMENT-

- 3.1 The MUNICIPALITY agrees to provide the COUNTY with a current storm sewer atlas. If a storm sewer atlas is not available, the MUNICIPALITY will work to provide a storm sewer atlas to the COUNTY within 12 *months*.
- 3.2 The MUNICIPALITY agrees to provide annual updates of the storm sewer atlas to the COUNTY.
- 3.3 The MUNICIPALITY agrees to assign to the COUNTY any rights of access to the storm drainage system under the jurisdiction of the MUNICIPALITY as the COUNTY deems necessary.
- 3.4 The MUNICIPALITY agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the MUNICIPALITY receives timely notification from the COUNTY that a violation exists. Further, the COUNTY agrees to provide prosecution witnesses required without cost to the MUNICIPALITY.
- 3.5 The MUNICIPALITY shall provide the COUNTY with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

4.0 GOVERNMENT REGULATION.

- 4.1 The COUNTY and the MUNICIPALITY shall each comply with the applicable requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the performance of this Agreement, with the most stringent standards governing.

5.0 MISCELLANEOUS TERMS.

- 5.1 This Agreement shall be approved by Ordinance and executed for and on behalf of the COUNTY and MUNICIPALITY.
- 5.2 Certified copies of each party's respective adopting ordinance or resolution shall be attached hereto and made a part hereof as evidence of the authority exercised by the undersigned officers of the COUNTY and MUNICIPALITY.
- 5.3 This Agreement shall become effective upon the date set forth above, and continue in full force and effect unless terminated in accord with Paragraph 5.5, below.

-FULL PARTICIPANT AGREEMENT-

- 5.4 This Agreement may be amended or modified only by written instrument duly approved and signed by both parties to the Agreement.
- 5.5 Either party may give notice of its intent to terminate this Agreement in accord with Paragraphs 8.1 and 8.2 below. .
- 5.6 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 5.7 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

6.0 ENTIRE AGREEMENT.

- 6.1 This Agreement represents the entire agreement between the COUNTY and MUNICIPALITY with respect to the Illicit Discharge Detection and Elimination Program and supersedes all prior negotiations, representations or agreements, either written or oral.

7.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

- 7.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the MUNICIPALITY shall be directed to:

Village of Bensenville
Attn: Director of Public Works
Address
717 E. Jefferson Street, Bensenville, IL 60106-1987
Fax: 1-630-594-1148
E-mail: pquinn@bensenville

Notices served upon the COUNTY shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
Fax: 630-407-6701
E-mail: Water.Quality@dupageco.org

-FULL PARTICIPANT AGREEMENT-

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

8.0 TERM OF AGREEMENT

- 8.1 As will be used for staff and budget requirements, the COUNTY and the MUNICIPALITY agree to not change enforcement status within the term of this Agreement.
- 8.2 This agreement will expire on the 31st of March, 2013. This agreement can be extended for additional NPDES permit cycles at the mutual agreement of both parties. The permit cycle is defined for a five (5) year period beginning one (1) year before the expiration date of the current NPDES permit for the MUNICIPALITY and continues until one (1) year before the expiration of the subsequent NPDES five (5) year permit.

9.0 SEVERABILITY

- 9.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

10.0 GOVERNING LAW

- 10.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY:

FRANK SOTO
BENSENVILLE VILLAGE PRESIDENT

-FULL PARTICIPANT AGREEMENT-

ATTEST BY: _____

JOELLEN RIDDER
BENSENVILLE VILLAGE CLERK

BY: _____

ROBERT J. SCHILLERSTROM
CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY: _____

GARY A. KING
COUNTY CLERK

TYPE: RESOLUTION SUBMITTED BY: BOND, DICKSON & ASSOCIATES DATE: 03/16/10

DESCRIPTION: A RESOLUTION AUTHORIZING THE ADOPTION OF AN IDENTITY THEFT DETECTION PROGRAM

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Administration, Finance & Legislation Committee unanimously recommended approval of the program to the Village Board

DATE: March 16, 2010

BACKGROUND

The Fair and Accurate Credit Transactions Act of 2003, an amendment to the Fair Credit Reporting Act, requires rules regarding identity theft detection to be promulgated by the Federal Trade Commission (hereinafter the "FTC"). Those rules commonly known as the "Red Flags Rule" became effective November 1, 2008, and require municipal utilities and other departments to implement an identity theft detection program. The Administration, Finance & Legislation Committee review the program and after discussion as to its need, unanimously recommended its approval to the Village Board.

KEY ISSUES:

The proposed identity theft detection program is a new Village program and will require training in connection with its implementation.

ALTERNATIVES:

The Village is required by federal law to implement the proposed identity theft detection program. The program, as provided for in this resolution, meets the requirements of the act but is not more onerous than required by federal law.

RECOMMENDATION:

Consistent with the recommendation of the Committee, approve the resolution providing for the adoption of this program.

BUDGET IMPACT:

The program is designed to not only provide protection to customers of Village utilities but is designed to avoid the fraudulent opening of municipal accounts that could cost the Village through uncompensated services.

ACTION REQUIRED: Approval of the resolution providing for the adoption of the program.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ADOPTION OF AN IDENTITY THEFT
DETECTION PROGRAM**

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

WHEREAS, the Fair and Accurate Credit Transactions Act of 2003, an amendment to the Fair Credit Reporting Act, requires rules regarding identity theft detection to be promulgated by the Federal Trade Commission (hereinafter the "FTC"); and

WHEREAS, those rules became effective November 1, 2008, and require municipal utilities and other departments to implement an identity theft detection program; and

WHEREAS, the Village has determined that the following identity theft detection program attached hereto and incorporated herein as Exhibit A is in the best interest of the Village and its citizens.

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

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: Pursuant to Federal law and in the best interest of the Village and its citizens, the Village hereby adopts the identity theft detection program attached hereto and incorporated herein as Exhibit A.

SECTION 3: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 4: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 23th day of March, 2010.

APPROVED:

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

EXHIBIT A

VILLAGE OF BENNSVILLE IDENTITY THEFT DETECTION PROGRAM

SECTION 1: BACKGROUND

The risk to the Village of Bensenville (hereinafter the “Village”), and its customers from identity theft is of significant concern to the Village and can be reduced only through the combined efforts of every employee and contractor.

SECTION 2: PURPOSE

- A. The Village adopts this Identity Theft Detection Program to help protect customers, contractors and the Village from damages related to identity theft and to comply with applicable federal law and regulation specifically the “Red Flags Rule,” as codified in 16 C.F.R. § 681.1(d).
- B. This program enables the Village to protect existing customers, reducing risk from identity fraud, and minimize potential damage to the Village from the establishment of fraudulent accounts. The program will help the Village:
 1. Identify risks that signify potentially fraudulent activity within new or existing covered accounts;
 2. Detect risks when they occur in covered accounts;
 3. Respond to risks to determine if fraudulent activity has occurred and act if fraud has been attempted or committed; and
 4. Update the program periodically, including reviewing the accounts that are covered and the identified risks that are part of the program.

SECTION 3: SCOPE

This identity theft detection program applies to employees, contractors, consultants, temporary workers, and other workers at the Village, including all personnel affiliated with third parties.

SECTION 4: IDENTITY THEFT PREVENTION PROGRAM

A. Covered accounts

A covered account includes any account that involves or is designed to permit multiple payments or transactions. Every new and existing customer account that meets the following criteria is covered by

this program:

1. Business, personal and household accounts for which there is a reasonably foreseeable risk of identity theft; or
2. Business, personal and household accounts for which there is a reasonably foreseeable risk to the safety or soundness of the Village from identity theft, including financial, operational, compliance, reputation, or litigation risks.

B. Red flags

1. The following red flags are potential indicators of fraud. Any time a red flag, or a situation closely resembling a red flag, is apparent, it should be investigated for verification.
 - a. Alerts, notifications or warnings from a consumer reporting agency;
 - b. A fraud or active duty alert included with a consumer report;
 - c. A notice of credit freeze from a consumer reporting agency in response to a request for a consumer report; or
 - d. A notice of address discrepancy from a consumer reporting agency as defined in § 334.82(b) of the Fairness and Accuracy in Credit Transactions Act.
2. Red flags also include consumer reports that indicate a pattern of activity inconsistent with the history and usual pattern of activity of an applicant or customer, such as:
 - a. A recent and significant increase in the volume of inquiries;
 - b. An unusual number of recently established credit relationships;
 - c. A material change in the use of credit, especially with respect to recently established credit relationships; or
 - d. An account that was closed for cause or identified for abuse of account privileges by a financial institution or creditor.

C. Suspicious documents

1. Documents provided for identification that appear to have been altered or forged.
2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.

3. Other information on the identification is not consistent with information provided by the person opening a new covered account or customer presenting the identification.
4. Other information on the identification is not consistent with readily accessible information that is on file with the Village, such as a signature card or a recent check.
5. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

D. Suspicious personal identifying information

1. Personal identifying information provided is inconsistent when compared against external information sources used by the Village. For example:
 - a. The address does not match any address in the consumer report;
 - b. The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or
 - c. Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
2. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the Village. For example, the address on an application is the same as the address provided on a fraudulent application.
3. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the Village. For example:
 - a. The address on an application is fictitious, a mail drop, or a prison; or
 - b. The phone number is invalid or is associated with a pager or answering service.
4. The SSN provided is the same as that submitted by other persons opening an account or other customers.
5. The address or telephone number provided is the same as or similar to the address or telephone number submitted by an unusually large number of other customers or other persons opening accounts.
6. The customer or the person opening the covered account fails to provide all required personal

identifying information on an application or in response to notification that the application is incomplete.

7. Personal identifying information provided is not consistent with personal identifying information that is on file with the Village.
8. When using security questions (mother's maiden name, pet's name, etc.), the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

E. Unusual use of, or suspicious activity related to, the covered account

1. Shortly following the notice of a change of address for a covered account, the Village receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.
2. A new revolving credit account is used in a manner commonly associated with known patterns of fraud patterns. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments.
3. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
 - a. Nonpayment when there is no history of late or missed payments;
 - b. A material change in purchasing or usage patterns.
4. A covered account that has been inactive for a reasonably lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
5. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
6. The Village is notified that the customer is not receiving paper account statements.
7. The Village is notified of unauthorized charges or transactions in connection with a customer's covered account.
8. The Village receives notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts held by the Village.

9. The Village is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

SECTION 5: RESPONDING TO RED FLAGS

- A. Once potentially fraudulent activity is detected, an employee must act quickly as a rapid appropriate response can protect customers and the Village from damages and loss.
 1. Once potentially fraudulent activity is detected, gather all related documentation and write a description of the situation. Present this information to the designated authority for determination.
 2. The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.
- B. If a transaction is determined to be fraudulent, appropriate actions must be taken immediately. Actions may include:
 1. Canceling the transaction;
 2. Notifying and cooperating with appropriate law enforcement;
 3. Determining the extent of liability of the Village; and
 4. Notifying the actual customer that fraud has been attempted.

SECTION 6: PERIODIC UPDATES TO PLAN

- A. At periodic intervals established in the program, or as required, the program will be re-evaluated to determine whether all aspects of the program are up to date and applicable in the current business environment.
- B. Periodic reviews will include an assessment of which accounts are covered by the program.
- C. As part of the review, red flags may be revised, replaced or eliminated. Defining new red flags may also be appropriate.
- D. Actions to take in the event that fraudulent activity is discovered may also require revision to reduce damage to the Village and its customers.

SECTION 7: PROGRAM ADMINISTRATION

A. Involvement of management

1. The Identity Theft Detection Program shall not be operated as an extension to existing fraud prevention programs, and its importance warrants the highest level of attention.
2. The Identity Theft Detection Program is the responsibility of the Village. Approval of the initial plan must be appropriately documented and maintained.
3. Operational responsibility of the program is delegated to the Village Manager.
4. The Village Manager may designate qualified individuals to assist in the operation of the program.

B. Staff training

1. Staff training shall be conducted for all employees, officials and contractors for whom it is reasonably foreseeable that they may come into contact with accounts or personally identifiable information that may constitute a risk to the Village or its customers.
2. The Village Manager is responsible for ensuring identity theft training for all requisite employees and contractors.
3. The Village Manager may designate qualified individuals to assist in the training for all requisite employees and contractors.
4. Employees must receive annual training in all elements of this policy.
5. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the program are made.

C. Oversight of service provider arrangements

1. It is the responsibility of the Village to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
2. A service provider that maintains its own identity theft prevention program, consistent with the guidance of the red flag rules and validated by appropriate due diligence, may be considered to be meeting these requirements.
3. Any specific requirements should be specifically addressed in the appropriate contract arrangements.

TYPE: Ordinance **SUBMITTED BY:** Paul Quinn **DATE:** 03-10-2010

DESCRIPTION: Ordinance Authorization the Sale of Surplus Vehicles

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Approved 4-0 Vote

DATE: March 16, 2010

BACKGROUND:

The Village owns and maintains a fleet of vehicles and equipment. Vehicles and equipment that are not traded in for new purchases must be approved by ordinance for proper disposal.

KEY ISSUES:

The vehicles listed below are out of service for various mechanical related reasons. The cost to repair this equipment is prohibitive, as the vehicles have reached their useful service life.

1. PW #768 1985 Ford Hi-Ranger Bucket Truck \$1,000.00
2. CD #505 1993 Ford Escort Wagon \$300.00
3. PW #884 1995 Ford E250 Van \$500.00
4. PW #794 1995 Ford F250 Utility Body \$400.00
5. PW #881 1993 Ford E250 Van \$500.00
6. PW #726 1996 Ford F350 Dump \$500.0
7. PW #811 1992 F250 Pickup \$500.00
8. PW #719 1991 Ford L8000 Dump \$500.00

Three auto salvage yards were contacted to request salvage cost for vehicles 9 through 12. The salvage companies included Victory Auto Wreckers of Bensenville, A-Affordable Auto Parts of Aurora, and City Auto Parts of Joliet. A-Affordable Auto Parts provided the best price for each of the vehicles. The total revenue from the sale of the inoperable vehicles would be \$2500 (see attached quote tabulation exhibit A).

9. 2004 Crown Victoria A-Affordable offered \$500 for the vehicle.
10. 2001 Dodge Durango A-Affordable offered \$600 for the vehicle.
11. Two 1997 Ford Taurus's A-Affordable offered \$300 for each vehicle.
12. 2004 Ford Expedition A-Affordable offered \$800 for the vehicle.

ALTERNATIVES:

1. Approve the ordinance to sell the above surplus vehicles
2. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the ordinance authorizing the sale of vehicles 1 – 8 through the IBID auction website and vehicles 9 – 12 through A-Affordable Auto Parts.

BUDGET IMPACT:

This action would produce surplus sale revenue. The total minimum revenue from sales would equal \$6,700.00.

ACTION REQUIRED:

Motion to approve an ordinance authorizing the sale of vehicles through the IBID auction website and to A-Affordable Auto Parts.

ORDINANCE NO.

AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF BENSENVILLE

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Bensenville, it is no longer necessary or useful or for the best interests of the Village of Bensenville to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Bensenville to sell said personal property through the IBID online auction website and to A-Affordable Auto Parts.

NOW, THEREFORE, 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: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Bensenville find that the following described personal property:

VIN	YEAR	MAKE	MODEL	VALUE	MINIMUM PRICE
1FDNK74NIFVA32560	1985	Ford	Bucket Truck	\$1000	\$1000
1FAPP15J3PW219646	1993	Ford	Escort Wagon	\$300	\$300
1FTHS24H5SHB38422	1995	Ford	E250 Van	\$500	\$500
2FTHF25H4SCH45191	1995	Ford	F250 Pickup	\$400	\$400
1FTHE24HOPHA64518	1993	Ford	E250 Van	\$500	\$500
1FDKF38G8TEA51985	1996	Ford	F350 Dump	\$500	\$500
2FTHF26H6NCA83850	1992	Ford	F250 Pickup	\$500	\$500
1FDYR82A7MVA20022	1991	Ford	L8000 Dump	\$500	\$500
2FAFP71W14X150973	2004	Ford	Crown Vic	\$500	\$500
1B4HS28N21F512895	2001	Dodge	Durango	\$600	\$600
1FALP52U6VG30491	1997	Ford	Taurus	\$300	\$300
1FALP52U6VG304900	1997	Ford	Taurus	\$300	\$300
1FMPU16L14LB14261	2004	Ford	Expedition	\$800	\$800

now owned by the Village of Bensenville is no longer necessary or useful to the Village of Bensenville and the best interests of the Village of Bensenville will be served by its sale.

SECTION TWO: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell the aforementioned personal property now owned by the

Village of Bensenville through the IBID online auction website and to A-Affordable Auto Parts.

SECTION THREE: No price that is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

SECTION FOUR: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance shall be in full force and effect from and after its passage by simple majority vote of the corporate authorities and approval in the manner provided by law.

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

Frank Soto
Village President

ATTEST:

JoEllen Ridder
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Exhibit A

Bid Tabulation of Salvage Company prices offered for vehicles:

Vehicle	Victory Auto Wreckers	City Auto Parts	A-Affordable Auto
2004 Crown Victoria	\$150	\$350	\$500
2001 Dodge Durango	\$150	\$550	\$600
1997 Ford Taurus	\$100	\$275	\$300
1997 Ford Taurus	\$100	\$275	\$300
2004 Ford Expedition	\$250	\$750	\$800

TYPE: Ordinances SUBMITTED BY: S. Viger DATE: 03.23.10

DESCRIPTION:

Ordinances granting a Conditional Use Permit to allow Outdoor Storage and a Variance for an existing non-compliant yard at 1102 N. Ellis 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 checked="" type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Community & Economic Development DATE: 02.23.10

BACKGROUND:

Earth Inc. has operated at this location for many years. Staff had approached the company about the need for a Conditional Use Permit for their outdoor storage of trucks & trailers. As the staff report indicates in past years a concrete crushing operation caused the Village great concern. However that use has been removed.

KEY ISSUES:

Whether the application as presented meets the approval criteria found in the Zoning Ordinance for the Conditional Use Permit and Variance.

The applicant did ask at the CDC Public Hearing if "asphalt screenings" could be used for a portion of the yard in lieu of asphalt or concrete paving. Both Public Works and the Village's consulting engineer are not in favor of using the "asphalt screenings" and do not consider them an "approved surface".

ALTERNATIVES:

Approve the Ordinance as presented.

Approve the Ordinance with altered or additional conditions.

Remand the request to the CDC for further deliberation.

Deny the Ordinance.

RECOMMENDATION:

The staff respectfully requests that the Committee approve the Conditional Use Permit and variance. At their February 8, 2010 Public Hearing the CDC voted unanimously (7 - 0) to recommend approval of the variance to the President and Board of Trustees. At their 02.23.10 meeting the Community & Economic Development Committee vote (3- 1) to approve the request

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Ordinances approving the Conditional Use Permit and Variance for Earth Inc. at 1102 N. Ellis Street.

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
TO REDUCE THE REQUIRED YARD FOR AN EXISTING BUILDING FOR THE
PROPERTY COMMONLY IDENTIFIED AS 1102 N. ELLIS, BENSENVILLE, ILLINOIS**

WHEREAS, in or about January 2010, Itasca Bank and Trust #10771, Chicago Title B7820 941860 ("owner") and Earth Inc., ("tenant") (collectively referred to herein as "Applicant"), filed an application seeking a variance to reduce the required yard for an existing ("Applicant"), building at the property located at 1102 N. Ellis, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published on January 22, 2010, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 8, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission voted to approve the request for the variance, in conjunction with a request for a conditional use permit to allow outdoor storage of trucks and trailers at the Subject Property, and forwarded its recommendations, including Staff Report and findings relative to the variation to the Village Board's Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to a reduction in the required side yard for an existing building, if the conditional use permit is granted for the Subject Property is consistent with the *Bensenville Village Code*.

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

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

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

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought to reduce the required side yard of an existing building, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-9B-4B, is attached to the recommendations of the Community Development Commission in Exhibit "B" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Applicant to allow a reduction in the required yard of an existing building is hereby granted, subject to approval of the conditional use permit, and all conditions contained in the Ordinance for approval therein.

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 23rd day of March 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

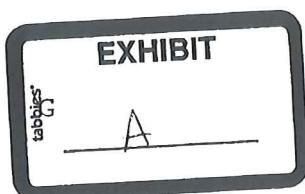
The Legal Description is as follows:

Parcel 1: The west 191.00 feet of Lot 11 in Devon 5 Acre farm, being a Subdivision of the west half of the west half of the northeast quarter and part of the east half of the northwest quarter of Section 2, Township 40 North, Range 11 East of the Third Principal Meridian according to a Plat thereof Recorded June 10, 1947 and amended by a Certificate of Correction recorded August 13, 1947 as Document 526985, in Du Page County, Illinois

And

Parcel 2: Lot 1 of Thorndale Distribution Park in Bensenville, Unit No. 3, being a Subdivision of part of the south half of Section 2, Township 40, North, Range 11, East of the Third Principal Meridian, according to a Plat thercof Recorded October 31, 1984, as Document R84-88004, in Du Page County, Illinois

1102 N. Ellis





COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE:

February 8, 2010

CASE #:

2010-06

PROPERTY:

1102 N. Ellis Street

PROPERTY OWNER

Itasca Bank & Trust #10771

& APPLICANT:

Approximately 2.45 acres

ACREAGE:

03-02-102-25 & 03-02-304-001

PIN NUMBERS:

Conditional Use Permit to allow Outdoor Storage

REQUEST:

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Industrial	Village of Bensenville
North	I-2	Industrial	Village of Bensenville
South	I-2	Industrial	Village of Bensenville
East	I-2	Industrial	Village of Bensenville
West		Vacant Industrial	Elk Grove Village

SUMMARY:

In past years a concrete crushing operation was located on the property, which the Village sought to have removed. Currently the property is improved with a 5,000 square foot structure; the balance of the site is open. The site is accessed from North Ellis Street via a recorded access easement. Trucks have been parked/stored on the property for a number of years; the Conditional Use Permit seeks to bring the use in compliance with the Village's Zoning Ordinance.

EXHIBIT

B

DEPARTMENT COMMENTS:

Public Works: No comments received.

Finance: No comment received.

Police: The cement crushing business was the long standing issue at this location. I am not aware of any other law enforcement or traffic issue that would be impacted by the granting of this Conditional Use Permit is acceptable to the Village.

Inspectional Services: Inspectional Services has inspected the property in question and Identified a number of property maintenance issues. They have met with the owner and have an agreement from the owner to implement all of the necessary upgrades.

Community & Economic Development:

1. The Site Plan indicate truck spaces at 11' x 60', Village Code requires 14' x 60' if approved the striping plan will need to adhere to the Village requirements of 14' x 60'. The 840 sqft space would allow 31 trucks top be stored on site not the 39 indicated.
2. As the CDC is aware the maximum allowable outdoor storage in the I – 2 Light Industrial District is 25%, the petitioner is seeking to utilize the full amount to park 31 vehicles.
3. The site is not visible from the public street.
4. Any approval shall include the condition that the property be properly maintained and any paving repairs identified by Village staff shall be corrected.

APPROVAL CRITERIA FOR CONDITIONAL USE PERMITS:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

Traffic - There will be no increase in traffic flow, other than that caused by the existing businesses.

Environmental Nuisance - The parking of trucks and trailers should not cause any additional environmental nuisance.

Neighborhood Character - The property is located in an industrial area, the establishment of truck and trailer storage area should not have a detrimental effect on the character of the neighborhood.

Use of Public Services & Facilities - There are adequate facilities to serve the entire property.

Public Necessity - The proposed use at this particular location is necessary to provide a facility which is in the interest of public convenience, and which will contribute to the general welfare of the community.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

Special Circumstances –

The subject property is a land-locked industrial property; the structure in question was erected many years ago.

Hardship or Practical Difficulties –

The building has been in existence for many years, the variance would be acknowledging a situation that the Village has “lived with” for quite some time.

Circumstances Related to the Property –

The special circumstances and hardship of the subject property relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions.

Not Resulting from the Applicant’s Action –

The special circumstances and practical difficulties or hardships that are the basis for the variance have not resulted from any act, of the applicant.

Preserves the Rights Conferred by the District –

The variance as requested is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Necessary for the Use of the Property –

The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Will not Alter the Local Character –

The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Consistent With Title And Plan –

The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Minimum Variance Needed –

The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

RECOMMENDATIONS:

Staff recommends the approval of the requested Conditional Use Permit and the above Findings of Fact for Outdoor Storage at 1102 N. Ellis Street, subject to the following conditions:

1. That the property be developed in substantial compliance with an amended site plan approved by Village staff with the proper truck space size depicted.
2. The property shall have appropriate paving for the outdoor storage as required by Code.
3. All property maintenance issues to be brought into Code compliance and inspected by the Village.

Respectfully Submitted
Department of Community & Economic Development

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT
TO ALLOW OUTDOOR STORAGE FOR STORAGE OF TRUCKS AND TRAILERS
AT 1102 N. ELLIS STREET, BENSENVILLE, ILLINOIS**

WHEREAS, in or about January 2010, Itasca Bank and Trust #10771, Chicago Title B7820 941860 ("owner") and Earth Inc., ("tenant") (collectively referred to herein as "Applicant"), filed an application seeking a conditional use permit to allow outdoor storage for storage of trucks and trailers, pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for the property commonly known as 1102 N. Ellis Street, Bensenville, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit was published on January 22, 2010, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing commencing February 8, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission considered this matter and a vote of its members resulted in a unanimous vote to approve the request, and forwarded its recommendations, including its findings of fact as adopted from the Staff Report regarding same, to the Community and Economic Development Committee of the Village Board, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and,

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

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

determined that the granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village, subject to the conditions as recommended by the Commission.

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

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

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

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

SECTION FOUR: That, the conditional use permit sought by the applicant pursuant to Section 10-9-B-3 of the Zoning Code is hereby granted for use of the property for outdoor storage, for storage of trucks and trailers, subject to (1) approval of the variance requested for a non-compliant yard, (2) that the site be developed in substantial compliance with the site plan submitted as part of the Application, (3) that the request for use of "asphalt screening" rather than asphalt or concrete paving not be allowed, and (4) all property maintenance issues be brought into Code Compliance, and approved upon inspection by the Village.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 23rd day of March, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

F:\PKB\Bensenville\ordinances\1020n.ellisconditionaluse.outsidestorage.doc

The Legal Description is as follows:

Parcel 1: The west 191.00 feet of Lot 11 in Devon 5 Acre farm, being a Subdivision of the west half of the west half of the northeast quarter and part of the east half of the northwest quarter of Section 2, Township 40 North, Range 11 East of the Third Principal Meridian according to a Plat thereof Recorded June 10, 1947 and amended by a Certificate of Correction recorded August 13, 1947 as Document 526985, in Du Page County, Illinois

And

Parcel 2: Lot 1 of Thorndale Distribution Park in Bensenville, Unit No. 3, being a Subdivision of part of the south half of Section 2, Township 40, North, Range 11, East of the Third Principal Meridian, according to a Plat thercof Recorded October 31, 1984, as Document R84-88004, in Du Page County, Illinois

1102 N. Ellis

EXHIBIT

tabbies
GJ

A



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE:

February 8, 2010

CASE #:

2010-06

PROPERTY:

1102 N. Ellis Street

PROPERTY OWNER

Itasca Bank & Trust #10771

& APPLICANT:

Approximately 2.45 acres

ACREAGE:

03-02-102-25 & 03-02-304-001

PIN NUMBERS:

Conditional Use Permit to allow Outdoor Storage

REQUEST:

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Industrial	Village of Bensenville
North	I-2	Industrial	Village of Bensenville
South	I-2	Industrial	Village of Bensenville
East	I-2	Industrial	Village of Bensenville
West		Vacant Industrial	Elk Grove Village

SUMMARY:

In past years a concrete crushing operation was located on the property, which the Village sought to have removed. Currently the property is improved with a 5,000 square foot structure; the balance of the site is open. The site is accessed from North Ellis Street via a recorded access easement. Trucks have been parked/stored on the property for a number of years; the Conditional Use Permit seeks to bring the use in compliance with the Village's Zoning Ordinance.

EXHIBIT

tabbies

13

DEPARTMENT COMMENTS:

Public Works: No comments received.

Finance: No comment received.

Police: The cement crushing business was the long standing issue at this location. I am not aware of any other law enforcement or traffic issue that would be impacted by the granting of this Conditional Use Permit is acceptable to the Village.

Inspectional Services: Inspectional Services has inspected the property in question and Identified a number of property maintenance issues. They have met with the owner and have an agreement from the owner to implement all of the necessary upgrades.

Community & Economic Development:

1. The Site Plan indicate truck spaces at 11' x 60', Village Code requires 14' x 60' if approved the striping plan will need to adhere to the Village requirements of 14' x 60'. The 840 sqft space would allow 31 trucks top be stored on site not the 39 indicated.
2. As the CDC is aware the maximum allowable outdoor storage in the I – 2 Light Industrial District is 25%, the petitioner is seeking to utilize the full amount to park 31 vehicles.
3. The site is not visible from the public street.
4. Any approval shall include the condition that the property be properly maintained and any paving repairs identified by Village staff shall be corrected.

APPROVAL CRITERIA FOR CONDITIONAL USE PERMITS:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

Traffic - There will be no increase in traffic flow, other than that caused by the existing businesses.

Environmental Nuisance – The parking of trucks and trailers should not cause any additional environmental nuisance.

Neighborhood Character – The property is located in an industrial area, the establishment of truck and trailer storage area should not have a detrimental effect on the character of the neighborhood.

Use of Public Services & Facilities – There are adequate facilities to serve the entire property.

Public Necessity – The proposed use at this particular location is necessary to provide a facility which is in the interest of public convenience, and which will contribute to the general welfare of the community.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

Special Circumstances –

The subject property is a land-locked industrial property; the structure in question was erected many years ago.

Hardship or Practical Difficulties –

The building has been in existence for many years, the variance would be acknowledging a situation that the Village has “lived with” for quite some time.

Circumstances Related to the Property –

The special circumstances and hardship of the subject property relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions.

Not Resulting from the Applicant’s Action –

The special circumstances and practical difficulties or hardships that are the basis for the variance have not resulted from any act, of the applicant.

Preserves the Rights Conferred by the District –

The variance as requested is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Necessary for the Use of the Property –

The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Will not Alter the Local Character –

The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Consistent With Title And Plan –

The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Minimum Variance Needed –

The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

RECOMMENDATIONS:

Staff recommends the approval of the requested Conditional Use Permit and the above Findings of Fact for Outdoor Storage at 1102 N. Ellis Street, subject to the following conditions:

1. That the property be developed in substantial compliance with an amended site plan approved by Village staff with the proper truck space size depicted.
2. The property shall have appropriate paving for the outdoor storage as required by Code.
3. All property maintenance issues to be brought into Code compliance and inspected by the Village.

Respectfully Submitted
Department of Community & Economic Development

VILLAGE OF BENSNEVILLE

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.23.10

DESCRIPTION: Ordinance approving the rezoning and Plat of Subdivision of 404 Briar Lane.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

DATE:

Committee of the Whole recommended denial	03.25.08
Economic & Community Development - remanded to the CDC	09.15.09
Economic & Community Development	02.23.10

BACKGROUND

The applicant is seeking to rezone the single family lot from RS - 1 to RS - 5 and subdivide it into two lots. There are two existing residences have been on the property for many years. The resultant lots exceed the minimum standards for the RS - 5 District.

KEY ISSUES:

1. Brining the RS - 5 District south of 2nd Avenue.
2. Clearing up a long existing non-conformity of two residences on one lot.

ALTERNATIVES:

1. Approve the requested rezoning and subdivision subject to the conditions.
2. Approve the requested rezoning and subdivision with modified conditions.
3. Deny the requested rezoning and thus the subdivision.
4. Remand the request back to the CDC for additional review.

RECOMMENDATION:

Staff respectfully requests that the Economic & Community Development Committee approve the requested rezoning and subdivision, subject to the conditions recommended in the CDC report. At the 10.12.09 Public Hearing the CDC voted 5 - 1 to recommend approval of the rezoning and Subdivision with conditions. At the 02.08.10 Public Hearing conducted after the remand, the CDC voted once again to recommend approval (6 - 1). The committee discussed the request at their meeting of February 23, 2010.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval the Ordinance.

ORDINANCE NO.

AN ORDINANCE GRANTING THE REZONING OF PROPERTY
LOCATED AT 404 S. BRIAR LANE, BENSENVILLE, ILLINOIS
FROM RS-1 LOW DENSITY SINGLE FAMILY
TO RS-5 HIGH DENSITY SINGLE FAMILY

WHEREAS, on August 31, 2009, Paul H. Dickey (the "APPLICANT") filed an application for the rezoning from RS-1 Single Family Low Density District to RS-5 Single Family High Density District pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for property located at 404 S. Briar Lane, Bensenville, Illinois (hereinafter "Subject Property"), the legal description of which is attached hereto as Exhibit "A," a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

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

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

WHEREAS, the Community Development Commission has considered this matter on several occasions, with the most recent vote of its members resulting in a 6-1 vote to approve the request, and forwarded its recommendations, including its findings of fact as adopted from the Staff Report regarding same, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, to the Community and Economic Development Committee of the Village Board; and

WHEREAS, the Community and Economic Development Committee did meet and consider the application and findings of fact as made by the Community Development Commission and resulted in no action concerning the recommendation being made to the President Village Board; and

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

granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village

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

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

SECTION TWO: That based on the findings and the reports referenced herein, the rezoning of the Subject Property described in Exhibit "A" attached hereto, is hereby granted, changing the existing zoning from RS-1 Low Density Single Family District to RS-5 High Density Single Family District.

SECTION THREE: The zoning of the Subject Property under the Zoning Ordinance of the Village of Bensenville as RS-5 High Density Single Family District shall be subject to the owner's agreement to remove or move the existing garage on the Subject Property, and that all future development on the Subject Property shall be in compliance with the Zoning Ordinance.

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: 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 23rd day of March, 2010.

ATTEST:

Frank Soto, Village President

JoEllen Ridder, Village Clerk

AYES: _____

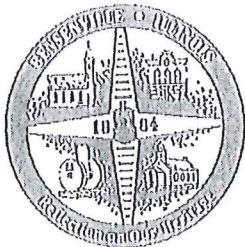
NAYES: _____

ABSENT: _____

404 Briar Lane

The legal Description is as follows:

LOT 87 IN VOLK BROS.' SECOND ADDITION TO EDGEWOOD, BEING A
SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, AND IN THE
NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: 10.12.09

CASE #: CDC101209 - 2

PROPERTY: 404 Briar Lane

PROPERTY OWNER: Paul Dickey

ACREAGE: 19,241 sq. ft.

PIN NUMBERS: 0323108012

APPLICANT: Paul H. Dickey

REQUEST: Rezoning from RS -1 Low Density Single Family District to RS - 5 High Density Single Family District and approval of a Two Lot Subdivision.

SURROUNDING LAND USE:

Site	Zoning	Land Use	Jurisdiction
	RS-1	Single Family Low Density	Village
North	RS-5	Single Family High Density	Village
South	RS-1	Single Family Low Density	Village
East	RS-1	Single Family Low Density	Village
West	Unincorporated	Single Family	DuPage County

SUMMARY:

The petitioner is seeking to rezone the property from RS -1 to RS- 5 and subdivide the 19,200 sq. ft. property into two lots. The proposed Lot 1 (the western lot) would be 7,800 sq. ft. and proposed Lot 2 (the eastern lot) would be 11,400 sq. ft. Both proposed lots exceed the minimum lot width and area required in the RS -5 District. There are two existing homes on the property; the request would allow each home to be on its own subdivided lot in accordance with the Village's Codes. The existing garage would be bisected by the new property line and would have to be moved / removed.

DEPARTMENT COMMENTS:

Public Works: Recommended the water and sewer lines be run from Briar Lane down Second Avenue in order to provide utilities to the new west lot.

Finance: No comment received.

Police: No comment received.

Code Enforcement: Recommend that the property owner provide proof that the well and septic system have been removed or capped.

Community Development:

After the proposed rezoning and subdivision all zoning requirements will be met with one exception. The new property line will bisect the existing garage; therefore the garage will need to be removed.

APPROVAL CRITERIA FOR REZONING:

The Zoning Ordinance establishes the following approval criteria for the rezoning of property:

Compatible with current zoning

Upon annexation, the property was zoned RS -1 Low Density Single Family in accordance with the Village Code. All the properties to the north of 404 Briar Lane are zoned RS-5.

Supported by the Trend of Development

Since the original zoning of the property, the development trend has been for homesites smaller than the existing lot to be approved.

Consistent with Village Plans

According to the Comprehensive Plan of 5/17/1978, Chapter 11, page 144, intensive urban development, including high density housing is encouraged. However, it is unlikely that similar rezonings could be accommodated south of Second Avenue and west of Hawthorne Avenue.

Further the Public Interest

While the proposed rezoning benefits the property owner it also benefits the public by rectifying a long standing non-conforming situation.

Public services are available

Both water and sewer services lines are located in Briar Lane. The necessary public utility easements have been included on the proposed Plat of Subdivision. The provision

for public utilities is explained in the Subdivision Regulations, "Required Land Improvements", Chapter 5, Section 11-5-2. If the subdivision is approved, public utilities will need to be extended to the new western lot.

PLAT OF SUBDIVISION

The Plat of Subdivision submitted meets the requirements of the Village's Subdivision Regulations and if the property is rezoned to the RS - 5 High Density Single Family District the Plat of Subdivision should be approved.

RECOMMENDATIONS:

Staff respectfully recommends that the Community Development Commission recommend approval of the rezoning and two lot subdivision of the subject property 404 Briar Lane to the President and Village Board of Trustees subject to the following conditions:

1. That the property be subdivided in accordance with the Plat of Subdivision prepared by Gentile & Associates, Inc. last revised 02.12.08
2. That the existing garage be moved or removed to comply with Village Codes.
3. All future residential development on the property be in compliance with all Village Zoning requirements.

Respectfully Submitted,

Community & Economic Development Department

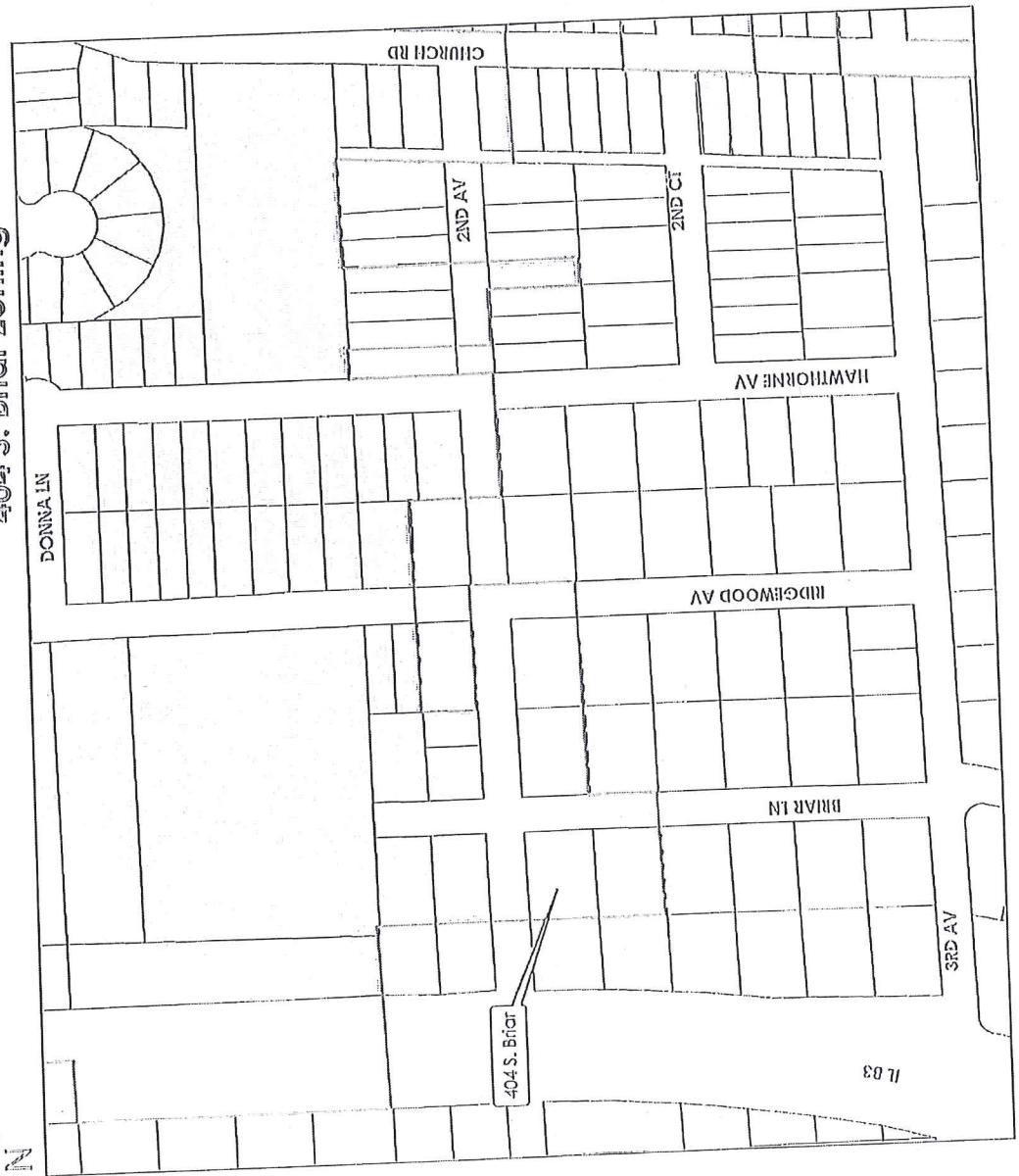
Village of Bensenville

404 S. Briar



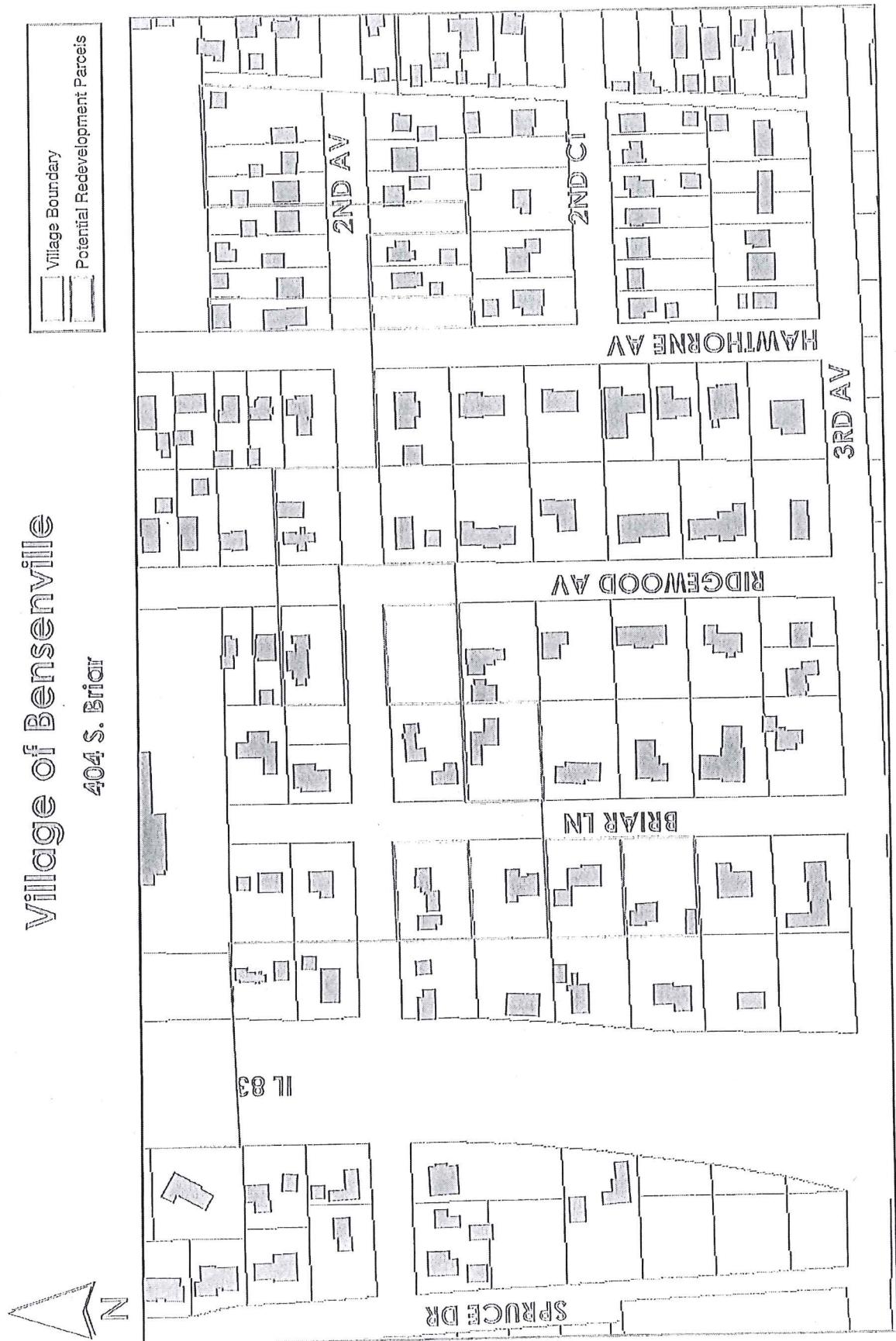
Village of Bensenville

404 S. Briar Zoning



404 S. Briar

11/83



ORDINANCE NO.

**AN ORDINANCE GRANTING THE SUBDIVISION FROM
ONE LOT TO TWO LOTS OF RECORD OF THE PROPERTY
LOCATED AT 404 S. BRIAR LANE, BENSENVILLE, ILLINOIS**

WHEREAS, on August 31, 2009, Paul H. Dickey (the "Applicant") filed an application seeking approval of the subdivision of one lot into two lots, upon rezoning, pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for property located at 404 S. Briar Lane, Bensenville, Illinois (hereinafter "Subject Property"), the legal description of which is attached hereto as Exhibit "A," a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

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

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

WHEREAS, the Community Development Commission has considered this matter on several occasions, with the most recent vote of its members resulting in a 6-1 vote to approve the request, and forwarded its recommendations, including its findings of fact as adopted from the Staff Report regarding same, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference, to the Community and Economic Development Committee of the Village Board,; and

WHEREAS, the Community and Economic Development Committee did meet and consider the application and findings of fact as made by the Community Development Commission and resulted in no action concerning the recommendation being made to the President Village Board; and

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

granting of the relief requested is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village

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

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

SECTION TWO: That based on the findings and the reports referenced herein, the request to subdivide the Subject Property described in Exhibit "A" attached hereto, into two lots as shown on the Plat of Subdivision prepared by Gentile & Associates, Inc., last revised 01.12.08, is hereby granted, subject to the following conditions: (1) approval of an Ordinance to rezone the Subject Property which is being considered this same date, (2) moving or removing the existing garage to comply with the Village Code, (3) that all future residential development on the Subject Property be in compliance with all Village Zoning Requirements.

SECTION THREE: 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 FOUR: 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 23rd day of March, 2010.

ATTEST:

Frank Soto, Village President

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

404 Briar Lane

The legal Description is as follows:

LOT 87 IN VOLK BROS.' SECOND ADDITION TO EDGEWOOD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, AND IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: 10.12.09

CASE #: CDC101209 - 2

PROPERTY: 404 Briar Lane

PROPERTY OWNER: Paul Dickey

ACREAGE: 19,241 sq. ft.

PIN NUMBERS: 0323108012

APPLICANT: Paul H. Dickey

REQUEST: Rezoning from RS -1 Low Density Single Family District to RS - 5 High Density Single Family District and approval of a Two Lot Subdivision.

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	RS-1	Single Family Low Density	Village
North	RS-5	Single Family High Density	Village
South	RS-1	Single Family Low Density	Village
East	RS-1	Single Family Low Density	Village
West	Unincorporated	Single Family	DuPage County

SUMMARY:

The petitioner is seeking to rezone the property from RS -1 to RS- 5 and subdivide the 19,200 sq. ft. property into two lots. The proposed Lot 1 (the western lot) would be 7,800 sq. ft. and proposed Lot 2 (the eastern lot) would be 11,400 sq. ft. Both proposed lots exceed the minimum lot width and area required in the RS -5 District. There are two existing homes on the property; the request would allow each home to be on its own subdivided lot in accordance with the Village's Codes. The existing garage would be bisected by the new property line and would have to be moved / removed.

DEPARTMENT COMMENTS:

Public Works: Recommended the water and sewer lines be run from Briar Lane down Second Avenue in order to provide utilities to the new west lot.

Finance: No comment received.

Police: No comment received.

Code Enforcement: Recommend that the property owner provide proof that the well and septic system have been removed or capped.

Community Development:
After the proposed rezoning and subdivision all zoning requirements will be met with one exception. The new property line will bisect the existing garage; therefore the garage will need to be removed.

APPROVAL CRITERIA FOR REZONING:

The Zoning Ordinance establishes the following approval criteria for the rezoning of property:

Compatible with current zoning

Upon annexation, the property was zoned RS -1 Low Density Single Family in accordance with the Village Code. All the properties to the north of 404 Briar Lane are zoned RS-5.

Supported by the Trend of Development

Since the original zoning of the property, the development trend has been for homesites smaller than the existing lot to be approved.

Consistent with Village Plans

According to the Comprehensive Plan of 5/17/1978, Chapter 11, page 144, intensive urban development, including high density housing is encouraged. However, it is unlikely that similar rezonings could be accommodated south of Second Avenue and west of Hawthorne Avenue.

Further the Public Interest

While the proposed rezoning benefits the property owner it also benefits the public by rectifying a long standing non-conforming situation.

Public services are available

Both water and sewer services lines are located in Briar Lane. The necessary public utility easements have been included on the proposed Plat of Subdivision. The provision

for public utilities is explained in the Subdivision Regulations, "Required Land Improvements", Chapter 5, Section 11-5-2. If the subdivision is approved, public utilities will need to be extended to the new western lot.

PLAT OF SUBDIVISION

The Plat of Subdivision submitted meets the requirements of the Village's Subdivision Regulations and if the property is rezoned to the RS - 5 High Density Single Family District the Plat of Subdivision should be approved.

RECOMMENDATIONS:

Staff respectfully recommends that the Community Development Commission recommend approval of the rezoning and two lot subdivision of the subject property 404 Briar Lane to the President and Village Board of Trustees subject to the following conditions:

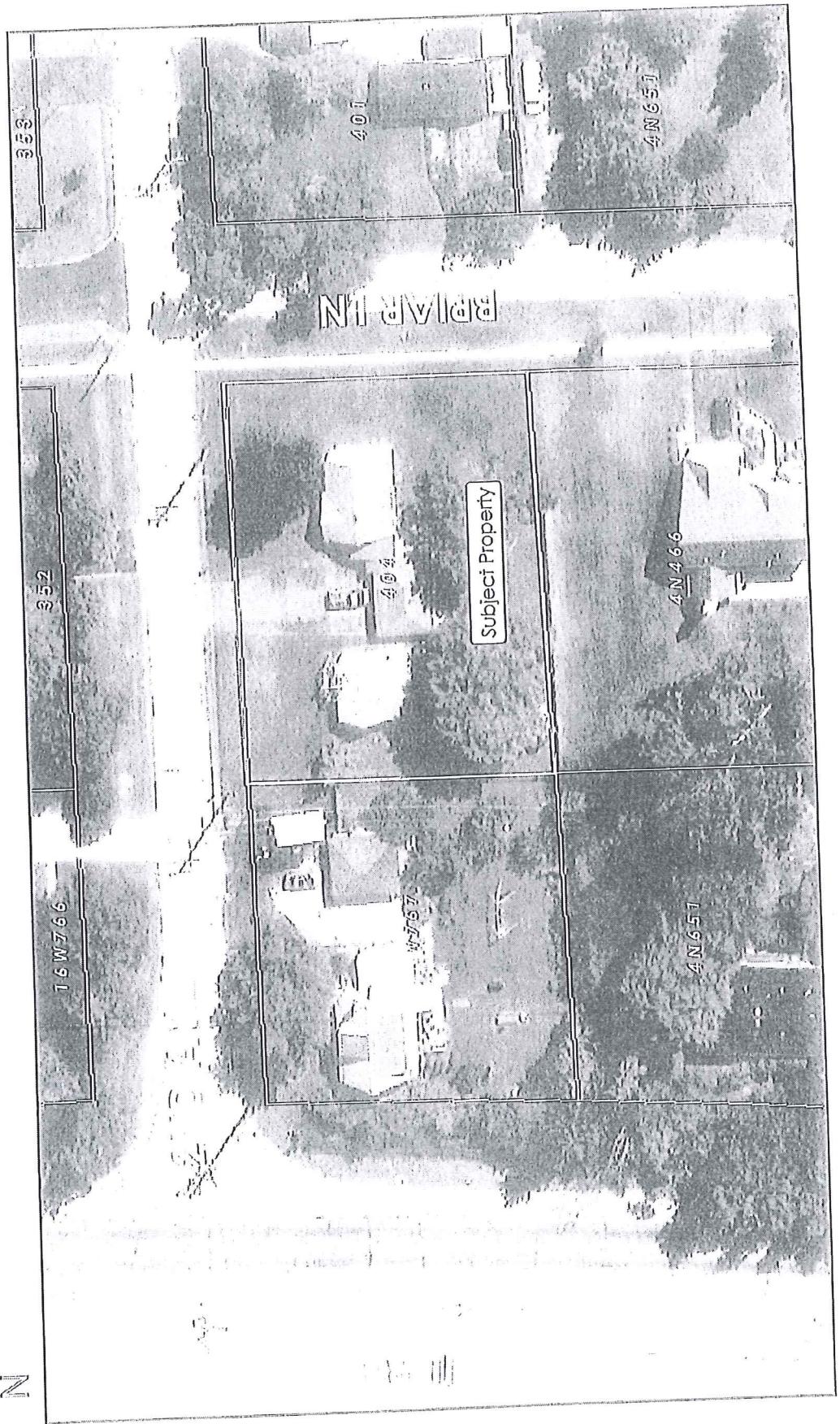
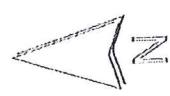
1. That the property be subdivided in accordance with the Plat of Subdivision prepared by Gentile & Associates, Inc. last revised 02.12.08
2. That the existing garage be moved or removed to comply with Village Codes.
3. All future residential development on the property be in compliance with all Village Zoning requirements.

Respectfully Submitted,

Community & Economic Development Department

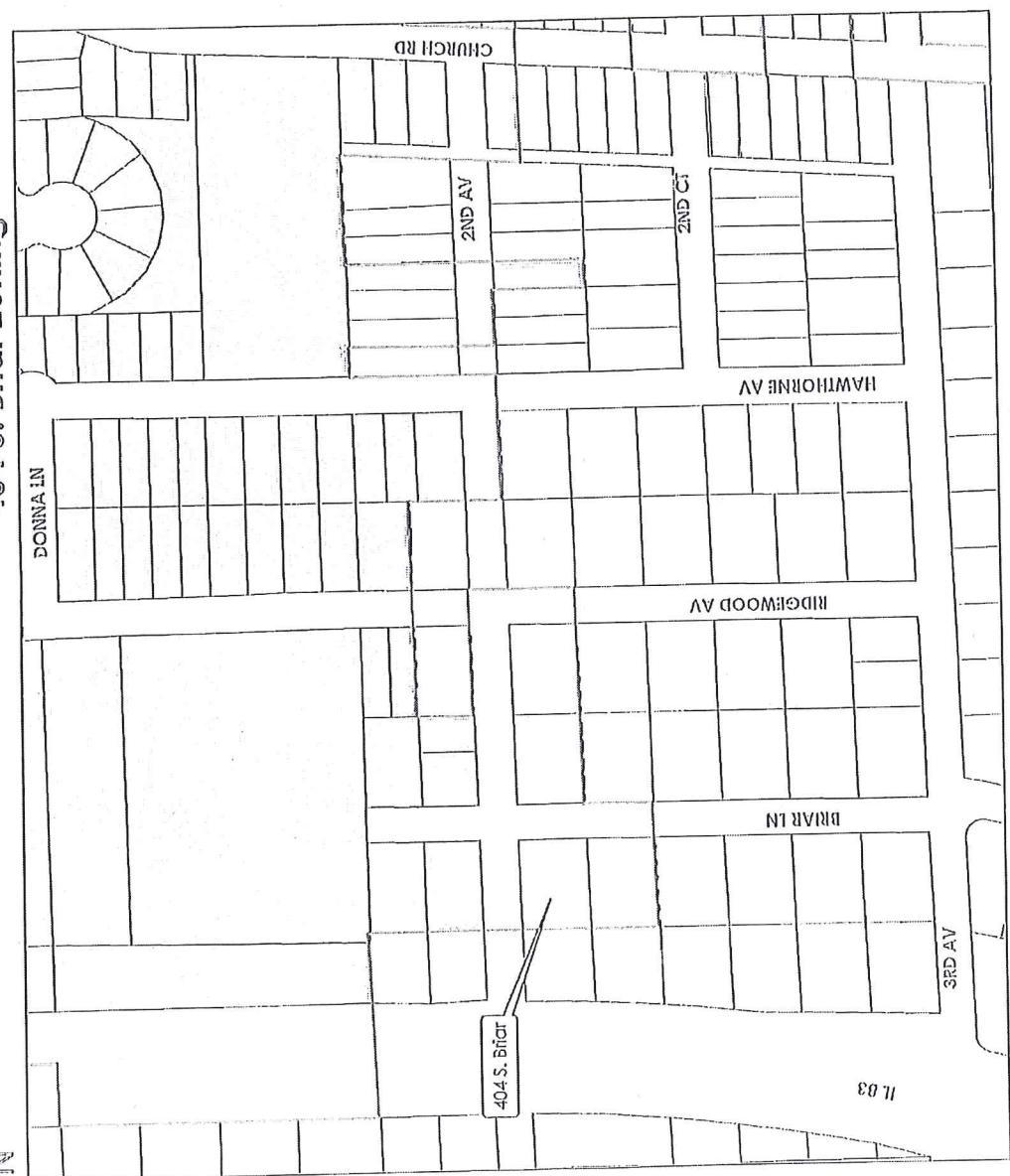
Village of Bensenville

404 S. Briar



Village of Bensenville

404 S. Briar Zoning



N

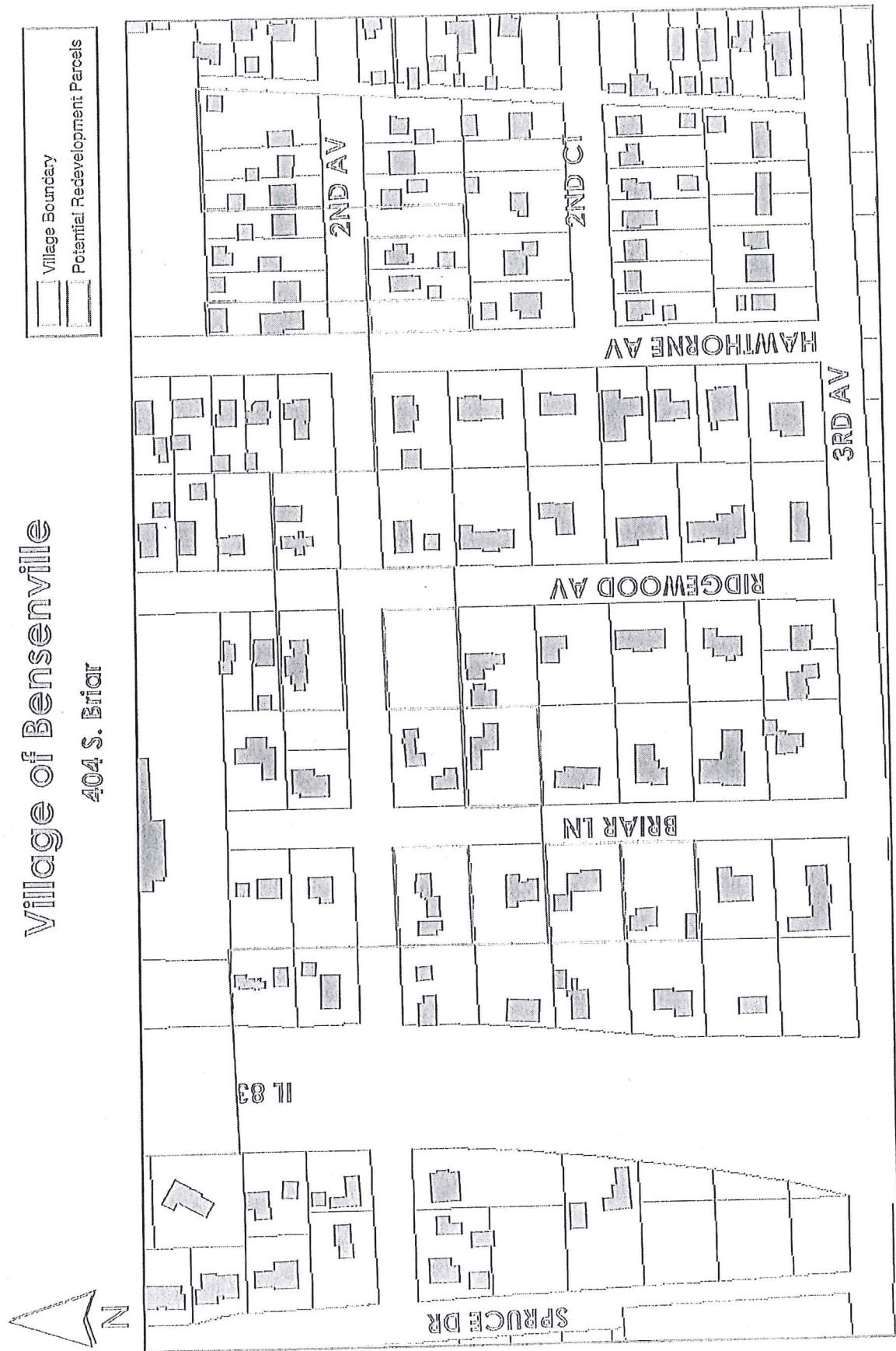
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11-03

Village of Bensenville
404 S. Briar



TYPE: Ordinances SUBMITTED BY: S. Viger DATE: 03.23.10

DESCRIPTION:

Ordinances approving a Conditional Use Permit to allow Outdoor Storage and a variance to waive the screening requirement at 1120 – 1140 N. Ellis for Pods of Chicago LLC

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 type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION:

DATE:

Community &Economic Development (Courtesy Review)

01.19.10

Community & Economic Development

03.02.10

BACKGROUND

The building at 1120 – 1140 N. Ellis was erected on the 9.72 acre property in 2008 and has yet to attract tenants. The property was recently sold to KTR Capital Partners, a major landlord of industrial properties with five million square feet in Chicagoland, but who is new to our community. Pods is seeking a Conditional Use Permit to allow outdoor storage of their containers and relief from the screening requirements as a business necessity to lease approximately half of the 205,540 square foot structure.

KEY ISSUES:

Whether the application as presented meets the approval criteria found in the Zoning Ordinance for the Conditional Use Permit and Variance.

ALTERNATIVES:

Approve the Ordinance as presented.

Approve the Ordinance with altered or additional conditions.

Remand the Ordinance to the CDC for further deliberation.

Deny the Ordinance.

RECOMMENDATION:

Staff respectfully recommends approval of the Conditional Use Permit and the Variance. At their 02.22.10 Special Meeting the Community Development Commission voted (6 – 1) to recommend that the Village President and Board of Trustees approve the requests. At their Special Meeting on 03.02.10 the Community & Economic Development Committee voted (3 – 1) to approve the request.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Ordinances approving the Conditional Use Permit and Variance for Pods at 1120 – 1140 n. Ellis Street.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT
TO ALLOW OUTDOOR STORAGE FOR STORAGE OF "PODS"
AT 1120 - 1140 N. ELLIS, BENSENVILLE, ILLINOIS

WHEREAS, in or about January 2010, KTR O'Hare One LLC ("Applicant"), filed an application seeking a conditional use permit to allow outdoor storage for storage of PODS, pursuant to *The Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") for the property commonly known as 1120- 1140 N. Ellis, Bensenville, and legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested conditional use permit was published on January 22, 2010, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing commencing on February 22, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

WHEREAS, the Community Development Commission considered this matter and a vote of its members resulted in a unanimous vote to approve the request, and forwarded its recommendations, including its findings of fact as adopted from the Staff Report regarding same, to the Community and Economic Development Committee of the Village Board, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and,

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

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and based on the recommendation of its Community and Economic Development Committee have determined that the granting of the relief requested is consistent with the Zoning Ordinance and the

orderly and harmonious development of the Village, subject to the conditions as recommended by the Commission.

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

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

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

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

SECTION FOUR: That, the conditional use permit sought by the applicant pursuant to Section 10-9-B-3 of the Zoning Code is hereby granted for use of the property for outdoor storage, for storage of empty PODS, subject to (1) approval of the variance requested relative to screening, (2) that the site be used in substantial compliance with the amended site plan submitted with the truck depicted therein and as presented to the Village, (3) that the outdoor storage area be paved as required by the Village Code, and (4) that all property maintenance issue as reported be corrected such that the Subject Property is brought into compliance.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 23rd day of March, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
TO WAIVE THE REQUIREMENT OF SCREENING OF THE OUTDOOR STORAGE
APPROVED FOR THE PROPERTY COMMONLY IDENTIFIED AS
1120 - 1140 N. ELLIS, BENSENVILLE, ILLINOIS**

WHEREAS, KTR O'Hare One LLC ("owner-applicant"), filed an application for approval of a variance to remove the requirement of screening for outdoor storage at the property located at 1120 - 1140 N. Ellis, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published on February 5, 2010, in the *Bensenville Press*, being a newspaper having general circulation within the Village of Bensenville (the "Village"), all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 22, 2010, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission voted to approve the request for the waiver of the requirement of screening for outdoor storage, in conjunction with a request for a conditional use permit to allow outdoor storage of unused PODS on the Subject Property, basing its recommendations on the Staff Report and findings relative to the variation, and forwarded its recommendation to the Village Board's Community and Economic Development Committee, which concurred in the recommendation made therein, as is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to waive the requirement of screening of outdoor storage, if the conditional use permit is granted for the Subject Property is consistent with the *Bensenville Village Code*.

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

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

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

SECTION THREE: That the Staff Report and Recommendation to approve the waiver of screening requirements as contained in Section 12 of the *Bensenville Zoning Ordinance*, is attached to the recommendations of the Community Development Commission in Exhibit "B" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Applicant to waive screening requirements is hereby granted, subject to approval of the conditional use permit.

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 23rd day of March 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 03.23.10

DESCRIPTION:

Ordinance approving a Text Amendment to allow Fences with electric charge sufficient to cause shock ("electric fence") as a Conditional Use in the I - 2, I - 3 and I - 4 Industrial Zoning Districts.

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: Community & Economic Development **DATE:** 02.08.10

BACKGROUND

Sentry Security had requested a variance for their client AAA Cooper located at 611 Eagle Drive to allow a fence with "an electric current sufficient to cause shock..." The variance was ultimately denied by the Village Board; however, staff was directed to work with the applicant to investigate the situation further. Subsequently the Deputy Village Manager and Community & Economic Development Director met with the applicant several times. It was concluded to have the applicant seek a text amendment that would allow such fences as Conditional Use Permits in the three highest Industrial Districts (I - 2, I - 3 & I - 4). The Committee discussed the text amendment at the 02.08.10 meeting.

KEY ISSUES:

1. Is it appropriate to allow "electric fences in the Village of Bensenville
2. Does the Conditional Use Permit process provide the ability for the Village to attach appropriate conditions to any approved request

ALTERNATIVES:

Approve the request as presented.

Approve the request with alterations.

Remand the request to the CDC for further deliberation.

Deny the request.

RECOMMENDATION:

Staff respectfully requests that the ECDC approve the requested text amendment. The CDC also recommended approval at their 01.11.10 Public Hearing by a 5 - 2 vote.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the Text Amendment Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CODE OF THE VILLAGE OF
BENSENVILLE TO INCLUDE "ELECTRIC FENCE" AS A CONDITIONAL USE
IN THE I-2 LIGHT INDUSTRIAL DISTRICT, I-3 HEAVY INDUSTRIAL DISTRICT
AND I-4 GENERAL INDUSTRIAL DISTRICT

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

and

WHEREAS, the Village is authorized and empowered, under the Illinois Municipal Code and
the Village Code, to regulate properties located within the municipal boundaries of the Village; and

WHEREAS, in furtherance of this authorization, the Village has adopted a Zoning Code as
incorporated within the Village Code, to regulate individual property use by, among other things,
establishing use districts, building site requirements, setback, density, parking and height regulations,
and by specifying external impact standards for noise, smoke, odor, glare and vibration; and

WHEREAS, the Zoning Code currently provides for conditional uses within the I-2 Light
Industrial District, the I-3 Heavy Industrial District and the I-4 General Industrial District; and

WHEREAS, the City staff had recommended that the Zoning Code of the Village be amended
to allow electric fences as a conditional use within the I-2 Light Industrial District, the I-3 Heavy
Industrial District and the I-4 General Industrial District; and

WHEREAS, on January 11, 2010, the Community Development Commission held a public
hearing on the proposed text amendment, following the necessary publication of said text amendment
as required by law; and

WHEREAS, following said hearing, the Community Development Commission did recommend to the Village Board of the Village approval of this text amendment under CDC Case No. 2010-01; and

WHEREAS, the Village Economic and Community Development Committee of the Village has reviewed the matter herein and has recommended approval hereof to the Village Board of the Village; and

WHEREAS, the Village Board of the Village has reviewed the matter herein and has determined that the same is in the best interests of the Village, and for this purpose adopts the findings of fact as set forth by the Community Development Commission, and adopted by the Economic and Community Development Committee upon approval to the corporate authorities of the Village, as such are attached hereto and incorporated herein as Exhibit "A".

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

SECTION TWO: That the Zoning Code as incorporated into the Village Code, Chapter 9 Article B, Section 10-9B-3; Article C, Section 10-9C-3; and Article D, Section 10-9D-3 be amended to include an "electric fence" as a conditional use.

SECTION THREE: That the Village Clerk of the Village is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 9th day of February, 2010.

Frank Soto, Village President

ATTEST:

JoEllen Ridder, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: January 11, 2010
CDC CASE #: 2010 - 01
APPLICANT: Sentry Security

REQUEST: A text amendment to allow Fences with an electric charge sufficient to cause shock “an electric fence” as a Conditional Use in the I – 2, I – 3 & I – 4 Industrial Districts.

SUMMARY:

Currently the Village Zoning Ordinance prohibits fences with “electric charge sufficient to cause shock”. In 2009 Sentry Security requested a variance to authorize the installation of such a fence at 611 Eagle Drive. The CDC conducted a Public hearing on the variance. A motion to deny failed. Ultimately, the request was denied by the Village Board on June 9, 2009. The staff was then directed to work with Sentry Security to see if there were other alternatives.

After several meetings with the petitioner and representatives from the Village manager’s office, it was determined that a text amendment to identify such “electric fences” as a Conditional Use would be the most appropriate procedural course of action. As members of the CDC know, the Conditional Use process requires public review and ability for public comment on the specific request and allows the Village to impose appropriate conditions on any approval that the specifics of the property, location and environment may warrant. Additionally, the Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. The approval criteria is as follows:

1. Traffic: Any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.
2. Environmental Nuisance: Any effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of permitted uses in the district have been minimized.
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.

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.
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.
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. (Ord. 07-99, 2-23-1999)

The request includes specific performance criteria for the charging system and requires that any electric fence shall be surrounded by an on – electric fence or wall not less than six feet. Similar ordinances exist in Bolingbrook and Rockford. The Village of Schaumburg allows staff to approve such fences.

RECOMMENDATIONS:

Staff recommends approval of the Text Amendment to add “Fence with an electric shock sufficient enough to cause shock,” as a Conditional Use in I – 2 Light Industrial, I – 3 Heavy Industrial and I – 4 General Industrial Districts. Subject to the conditions included in the petition.

Respectfully Submitted
Community & Economic development Department

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

MINUTES OF THE SPECIAL ECONOMIC & COMMUNITY DEVELOPMENT
COMMITTEE MEETING
February 23, 2010

CALL TO ORDER: Chairman Peconio called the meeting to order at 6:00 p.m.

PRESENT: Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman Peconio, Bartlett, Johnson, O'Connell

A quorum was present.

Staff Present: Trustee Adamowski, Village Clerk JoEllen Ridder, Kosman, Viger, Williamsen

**ELECTRIC
FENCE:**

Director of Community Development, Scott Viger, presented results from the Community Development Commissioners meeting held on January 11, 2010 in regards to an electric fence. The Commissioners voted five to two to approve a text amendment to allow fences with an electric charge sufficient to cause shock ("electric fence") as a conditional use in the I-2, I-3, and I-4 industrial zoning districts. Staff recommends approval.

Motion:

Trustee O'Connell made a motion to approve this item for placement on a future Village Board Meeting Agenda for action.

The motion fails.

Chairman Peconio tabled this item until a future meeting.

All were in favor.

Motion carried, the item was tabled.

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

January 11, 2010

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

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

JOURNAL OF PROCEEDINGS:

The minutes of the Community Development Commission of December 14, 2009 were presented.

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

All were in favor.
Motion carried.

Public Hearing:

CDC Case Number 2010-01

Petitioner:

Sentry Security

Request:

Text Amendment to allow fences with electric charge sufficient to cause shock as a Conditional Use in I-2, I-3, I-4 Industrial Districts

Cindy Vaughan, Director of Business Development for Sentry Security Systems, LLC and Kyle Weisner of Victory Auto Wreckers were present and sworn in by Chairman Markowski. Ms. Vaughan previously came to the CDC requesting a variance to allow an electric fence at 611 Eagle Drive. The Village Board denied the variance and directed staff to work with Ms. Vaughn to come up with an alternative. The current Village Code does not allow any electric fence. The text amendment to the code would allow electric fences in certain areas within the Village as a conditional use. It will be allowed in I-2, I-3, and I-4 Industrial Districts. The fence is charged by a twelve volt battery. Signs will be placed no further than sixty feet away from one another. The signs will be bilingual and visible from the street. There will be a

perimeter fence around the electric fence. The distance between the two fences could range from four to twelve inches.

The Community Development Commissioners have requested that a hold harmless agreement be required for each electric fence installed within the Village. The agreement would hold the Village harmless at all times in respect of any actions or claims brought as a result of the installation and operation of the fence. The Community Development Commissioners have also requested the height of the outer fence be eight feet and the electric fence be at minimum ten feet

A lock box will also be installed for emergencies. Kyle Weisner of Victory Auto Wreckers is in full support of the amendment and would like to install a electric fence if the amendment is adopted by the Village Board.

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

Motion: Commissioner Ramirez made a motion to approve the text amendment to allow fences with electric charge sufficient to cause shock as a conditional use in I-2, I-3, and I-4 Industrial Districts,
1 - The minimum height of the fence at eight feet, the maximum height at ten feet,
2 - The electric fence is two feet or less than the perimeter fence
3 - Warning signs every sixty feet,
4 - Bilingual signs,
5 - Signs be placed on both sides of the fence,
6 - Knox box be installed for emergencies,
7 - A hold harmless agreement with the Village of Bensenville.
Commissioner Moruzzi seconded the motion.

Roll Call: Ayes: Ramirez, Janowiak, Moruzzi, Ventura, Weldon
Nays: Markowski, Gibbs
Motion carried.

Chairman
Community Development Commission

VILLAGE OF BENSENVILLE, ILLINOIS
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR APPROVAL OF A TEXT AMENDMENT

Date: 4/17/09

I. APPLICANT:

Sentry Security, LLC d/b/a. Electric Guard Dog
Name Corporation (if applicable)

1608 Fairfield Rd.

Street

Columbia, SC 29203

State

Zip Code

City

Cindy Vaughan

919-740-5033

Telephone Number

Contact Person

Contractor Vendor, fence supplier
Relationship of Applicant to subject property (owner, attorney, etc.)

II. ACTION REQUESTED:

Section of the Zoning Ordinance, Subdivision Ordinance or Sign Ordinance
which is proposed to be amended: 10-41-11 regarding fences
specifically 10-41-11.C.8.A.b

Explain the reason for the requested text amendment:

See attached.

We are requesting a text amendment to Zoning Ordinance 10-14-11.C.8.b regarding the prohibition of electric fences.

We submitted a variance request for our electric security fence earlier this year for the property, AAA Cooper, 611 Eagle Dr. After being approved by the Community Development Commission on 5/11/09, and the Committee of the Whole, we were denied a variance in a 3-2 vote by the Board of Trustees on 6/9/09. At that time, Village President Soto said he needed more information and would be open to addressing again.

Documentation we previously submitted to CDC and the Board, stipulates to the safety and effectiveness of this crime deterrence system. There are several tax-paying businesses in Bensenville that have a great desire to protect their property with our fence.

We request this ordinance be amended to allow the safe installation of an Electric Security Fence with the following text added to Zoning Ordinance 10-14-11.C.8.b:

...Electric charge sufficient to cause shock with the exception of the following:

A. The construction and use of electric fences shall be allowed in the Village only as provided in this section, subject to the following standards:

1. *IEC Standard 60335-2-76: Unless otherwise specified herein, electric fences shall be constructed or installed in conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.*
2. *Electrification:*
 - (a) *The energizer for electric fences must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However the solar panel may be augmented by a commercial trickle charger.*
 - (b) *The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.*
3. *Perimeter fence or wall:*
 - (a) *No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet.*
4. *Location: Electric fences shall be allowed as a conditional use permit in businesses zoned I-2, I-3 or I-4.*

5. *Height: Electric fences shall have a maximum height of 10 feet.*
6. *Warning signs: Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not less than sixty feet.*

B. *It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.*

We also request that the CUP for the following business be considered for approval concurrent with this ordinance as they have already approached the Village with security concerns and requested our installation.

- o AAA Cooper, 611 Eagle Dr., Bensenville, IL

Following approval of the amendment and AAA Cooper CUP, the CUP application for the below business will be submitted for approval

- o Victory Auto Wreckers, 710 E. Green St., Bensenville, IL



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE:

January 11, 2010

CDC CASE #:

2010 - 01

APPLICANT:

Sentry Security

REQUEST: A text amendment to allow Fences with an electric charge sufficient to cause shock "an electric fence" as a Conditional Use in the I-2, I-3 & I-4 Industrial Districts.

SUMMARY:

Currently the Village Zoning Ordinance prohibits fences with "electric charge sufficient to cause shock". In 2009 Sentry Security requested a variance to authorize the installation of such a fence at 611 Eagle Drive. The CDC conducted a Public hearing on the variance. A motion to deny failed. Ultimately, the request was denied by the Village Board on June 9, 2009. The staff was then directed to work with Sentry Security to see if there were other alternatives.

After several meetings with the petitioner and representatives from the Village manager's office, it was determined that a text amendment to identify such "electric fences" as a Conditional Use would be the most appropriate procedural course of action. As members of the CDC know, the Conditional Use process requires public review and ability for public comment on the specific request and allows the Village to impose appropriate conditions on any approval that the specifics of the property, location and environment may warrant. Additionally, the Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. The approval criteria is as follows:

1. Traffic: Any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.
2. Environmental Nuisance: Any effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of permitted uses in the district have been minimized.
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.

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.
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.
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. (Ord. 07-99, 2-23-1999)

The request includes specific performance criteria for the charging system and requires that any electric fence shall be surrounded by an on – electric fence or wall not less than six feet. Similar ordinances exist in Bolingbrook and Rockford. The Village of Schaumburg allows staff to approve such fences.

RECOMMENDATIONS:

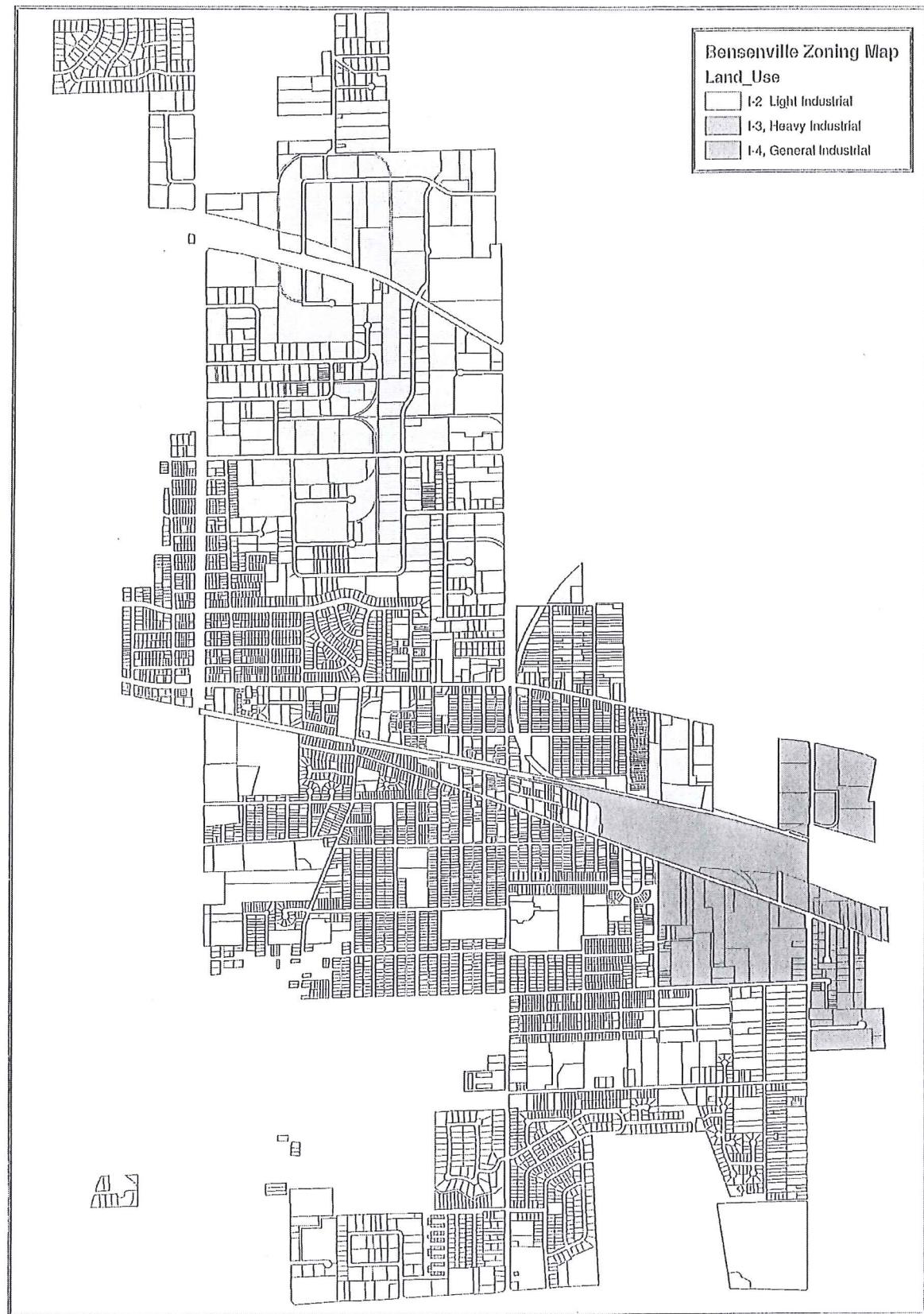
Staff recommends approval of the Text Amendment to add “Fence with an electric shock sufficient enough to cause shock,” as a Conditional Use in I – 2 Light Industrial, I – 3 Heavy Industrial and I – 4 General Industrial Districts. Subject to the conditions included in the petition.

Respectfully Submitted
Community & Economic development Department



Village of Bensenville

Zones I-2, I-3, & I-4



VILLAGE OF BENSENVILLE

TYPE: Resolution

SUBMITTED BY: Gary Thorsen

DATE:

DESCRIPTION: Resolution requesting execution of a contract and purchase order with American Stage & Mobile for Music in the Park series

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: Administration, Finance, and Legislation

DATE: March 23, 2010

BACKGROUND: Attached find the contract for the staging for Music in the Park 2010 in the amount of \$14,250.00 for ten concert dates. The series will start on June 9th and end on August 25th 2010. This is a budgeted item in the 2010 budget. Deposit of \$7,125.00 which is 50% of the total will be due by March 15th 2010 and the balance of \$7,125.00 will be paid no later than 08/01/10.

KEY ISSUES: Action by the Village Board is needed to execute a contract with American Stage & Mobile for the Stage at Music in the Park.

ALTERNATIVES:

- Not Approve a Resolution with American Stage & Mobile to supply the staging for our Music in the Park Series and find another company

RECOMMENDATION:

- Staff recommends approval of the resolution executing a contract with American Stage & Mobile for the staging for Music in the Park.
- Attached staging proposals for your review.
- At the March 16, 2010 meeting the Administration, Finance and Legislation Committee voted unanimously (4-0) to approve the request.

BUDGET IMPACT: Not to exceed \$14,250.00 which is a budgeted item under Account Number 101-5500-40690 Special Functions

ACTION REQUIRED: Board action on the resolution.

Resolution No. R-

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

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 an amount of \$14,250.00 with American Mobile Staging to provide staging for the Music in the Park 2010 concert series. \$7,125.00 to be paid by March 15, 2010 and \$7,125.00 to be paid August 01, 2010. The Village Manager is authorized to execute such internal administrative documents, if any, as necessary. Account # 101-5500-40690

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

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

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Stage Proposals

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 2/5/10.
2. Between American Mobile Staging, Inc. and **Village of Bensenville**.
3. To provide services, personnel and/or equipment for **Bensenville Concerts in the Park**.
4. The services shall be provided by American Mobile Staging, Inc. to customer from 6/9/10 to 8/25/10.
5. All personnel and equipment shall be returned to American Mobile Staging, Inc. by 8/26/10.
6. Customer agrees to pay to American Mobile Staging, Inc. a total fee of \$14,250.00.
7. A non-refundable deposit shall be paid upon execution of this contract in the amount of \$7,125.00.
8. Payment of the balance of this contract shall be made on 8/25/10 in the amount of \$7,125.00.

SERVICES TO BE PROVIDED

A. 1 24x16x4 Superstage

Village of Bensenville

Thorsen

B. With Sound Wings

Mr. Gary

C. On The Following Wednesdays Only:

D. 6/9/10-6/17/10-6/23/10

E. 7/14/10-7/21/10-7/28/10

F. 8/4/10-8/11/10-8/18/10-8/25/18

12 South Center

G.

H.

I.

Bensenville

J.

IL. 60106

k.

Phone 1-630-694-1018

l.

Fax 1-630-594-1018

M.

N.

O.

ADDITIONAL TERMS, CONDITIONS AND CHARGES: Special terms and conditions to this agreement shall be set forth on Schedule A. Customer options as well as riders to this agreement shall be set forth on Schedule B. 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 will be canceled if not returned in 15 days of line 1 above!

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

Customer, on behalf of:

X

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



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

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 not returned in 30 days is void.
7. Please include directions to your event to ensure on-time delivery.
8. Make check payable to: American Mobile Staging, Inc.

Thank you again for choosing American Mobile Staging, Inc.

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

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 agrees 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.

Insurance: Customer will be held liable 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: Customer agrees to indemnify and hold Contractor harmless from any and all liability, damages, action claims, costs and expenses, including attorney's fees, resulting from or arising out of the Performance to any person or property of whatever nature and kind.

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 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 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 commercial 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.

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: Additional Terms and Conditions
- Schedule B: Staging Rider

American Mobile Staging Inc.
3 Canterbury Ct. South Barrington IL. 60010
Ph. 847-584-0350 Fax. 847-584-0352

Schedule A
Additional Terms, Conditions and Change Orders

Items:

1.	Charge:
2.	\$ _____ . _____
3.	\$ _____ . _____
4.	\$ _____ . _____
5.	\$ _____ . _____
6.	\$ _____ . _____
7.	\$ _____ . _____
8.	\$ _____ . _____
9.	\$ _____ . _____

Nicholas R. Serino, President
Super Staging And Lighting Inc.

Date

Customer on behalf of:

Date

American Mobile Staging Inc.
3 Canterbury Ct. South Barrington IL. 60010
Ph. 847-584-0350 Fax. 847-584-0352

Schedule B

Staging Contact Rider

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

1. The undersigner shall secure 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 normal wear and tear.
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. This fee is to supply the customer with one person to operate the stage, such as roof movement or the hanging of banners. This is an additional cost to the customer and will be invoiced in addition to this contract.
By declining onsite labor the responsibilities of the stage are that of the undersigner.
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.
8. The undersigner is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect American Mobile Staging's equipment and staff.
9. The Undersigner understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule C net 30 days.
10. The undersigner agrees not to exceed the uniform distributed weight limits of the stage roofs as follows
24x16 Stage = 750 / LBS. 32X20 Stage = 1000 LBS. / 32X24 Stage= 1000 LBS. / 40X30 Stage = 2000 LBS.

Undersigner, on behalf of:

Date





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:	revised January 18, 2010
Company:	Village of Bensenville	Job Name:	Outdoor Stage Rental
Address:	12 South Center St.	Job Location:	12 South Center St.
City/State/Zip:	Bensenville, IL 60106	Event Date:	(9) of (10) Wednesdays
Phone:	630.670.1692	Install:	See below
FAX:		Remove:	See below

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	62.00
(1) Stair with handrails	48.00
Black blow-through Skirting for front	_____
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	630.00
Event Dates = June 9, 16, 23, July 7, 14, 21, 28, August 11 and 18	_____
*** Please note: We are completely booked August 4 and cannot do that event. ***	\$ 1,896.00 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**

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 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 8th thru August 12th, 2010. 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 10

dates- \$17,550

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 10

dates- \$20,050

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:

DESCRIPTION: Resolution requesting execution of a contract and purchase order with Entertainment Management Group for Music in the Park series.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Administration, Finance, and Legislation

DATE: March 23, 2010

BACKGROUND: Attached find the line up, dates, lighting, sound proposals, and the contract for the entertainment portion in the amount of \$55,850.00 with Entertainment Management Group for 2010 Music in the Park. The series starts on June 9th and runs through August 25th 2010. A deposit of \$27,925.00 which is 50% of the total will be due by March 15th 2010. Three equal payments of \$9,308.33 will be due on 6/01/10, 7/01/10, and 8/01/10 to Entertainment Management Group. This item is a budgeted item in the 2010 budget line item number 101-5500-40690.

KEY ISSUES: Action by the Village Board is needed to allow Entertainment Management Group to execute contracts with the bands that will be performing for Music in the Park.

ALTERNATIVES:

- Not approve the resolution to retain Entertainment Management Group for our Music in the Park series.
- Search out other avenues for our musical groups.

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 the March 16, 2010 meeting the Administration, Finance and Legislation Committee voted unanimously (4-0) to approve the request.

BUDGET IMPACT: Not to exceed \$55,850.00 which is a budgeted item under Account Number 101-5500-40690 Special Functions

ACTION REQUIRED: Board action on the resolution.

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 DuPage and Cook, Illinois, as follows:

That the Village Manager is authorized to execute a purchase order in an amount of \$55,850.00 to Entertainment Management Group to pay for the entertainment lineup and fee structure for the 2010 Music In The Park. Deposit of \$27,925.00 which 50% of the total will be due by March 15th 2010. Three equal payments of \$9,308.33 will be due 6/01/10, 7/01/10, 8/01/10. Music InThe Park runs from June 9th through August 25th 2010. 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 _____, 2010.

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Contract made this date 02/05/10, between The Village of Bensenville, Illinois (hereinafter referred to as PURCHASER) and 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 \$55,850.00.
Please Initial _____

1. EVENT : Music in the Park Please Initial _____

2. DATES : 6/9, 6/16, 6/23, 7/14, 7/21, 7/28, 8/4, 8/11, 8/18, 8/25 RAIN OR SHINE Please Initial _____

3. Location: Town Center, 12 S. Center Please Initial _____

4. SERVICES PROVIDED: AGENT will arrange for and provide, Full sound system and lighting rig to meet all bands' specifications, technicians, laborers, stage management personnel. AGENT will provide event management and logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting with Village staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation and review of band contracts and riders, contracting the bands, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel. Agent will disburse all deposits and final payments for all of the bands and production.

Please Initial _____

5. With PURCHASER approval and acceptance of the special provisions listed under item #6, AGENT shall contract the following listed bands: The Ides of March, Caribica, The Chicago Catz, The New Invaders, Light Up: A Salute to Styx, 7th Heaven The Buckinghams., Rico: Celebrating the Music of Santana, Hi Infidelity, Heartache Tonight: The Eagles Tribute. Also opening bands Squirt, Bagshot Row, Hickey-Bava Band, The Crew (see attached schedule)

Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

{a} If any engagement is canceled due to inclement weather, bands and production company will receive full compensation.

{b} To be provided by purchaser:
Dressing area equipped with tables, seating

Power and electrician
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.

{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 Agent 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, 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.

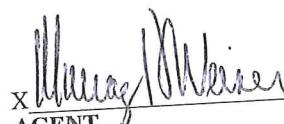
7. PAYMENT: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

PURCHASER shall pay a **\$27,925.00** Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 03/15/10.

and
PURCHASER shall pay three equal **\$9,308.33** Payments to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** on 06/01/10, 7/1/10, and 8/1/10.

Please Initial _____

x _____ Date / /
PURCHASER
Village of Bensenville
12 S. Center Street
Bensenville, IL


Date 2/15/10
X **Murray Warner**
AGENT
Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60009

June 9 The Ides of March featuring Jim Peterik

June 16 Caribica Squirt (opening act)

June 23 The Chicago Catz

July 14 The New Invaders: The Ultimate 60's Flashback

July 21 Light Up: A Salute to Styx Bagshot Row (opening act)

July 28 7th Heaven

August 4 The Buckinghams

August 11 Rico: Celebrating the Music of Santana Hickey-Bava Band (opening act)

August 18 Hi Infidelity

August 25 Heartache Tonight: The Eagles Tribute The Crew (opening act)

Music In The Park

This Year
2010
Band Fee

9-Jun	The Ides of March *	\$ 8,250.00
16-Jun	Caribica *	\$ 1,700.00
16-Jun	Squirt	\$ 500.00
23-Jun	The Chicago Catz *	\$ 1,800.00
14-Jul	The New Invaders *	\$ 3,000.00
21-Jul	Light Up *	\$ 5,000.00
21-Jul	Bag Shot Row (6-7pm)	\$ 500.00
28-Jul	7th Heaven *	\$ 2,500.00
4-Aug	The Buckinghams *	\$ 8,250.00
11-Aug	Rico *	\$ 2,000.00
11-Aug	Hickey Bava Blues (6-7pm)	\$ 500.00
18-Aug	Hi Infidelity *	\$ 3,300.00
25-Aug	Heart Ache Tonight	\$ 1,800.00
25-Aug	Miss B Haven	\$ 500.00

Complete 2010 Band Total

Sound And Lighting Total
Total Band, Light, Sound

\$ 39,600.00
\$ 16,250.00
\$ 55,850.00

Music In The Park 2010

Here are the recommendations for 2010. The lineup would be strong with a mixture of national acts and A-list locals. . The expenditure for Music In The Park would be \$39,600 for the bands and \$16,250 for sound and lights; \$55,850 total. That is a little more than a 35% savings over last year with the addition of 4 WARM UP BANDS.

June 9- The Ides of March featuring Jim Peterik \$8250

Berwyn's pride performing "Vehicle", "LA Good-bye", "Eye of The Tiger", "Hold On Loosely", "The Search Is Over", and other great Jim Peterik compositions.

June 16- Caribica \$1700

This talented group of musicians peppers their sound with Caribbean and Latin flavorings as they perform pop, rock, and soul hits.

June 16- Squirt \$500 (Warm Up)

Four Fenton Alumni including The Kaiser Brothers and Jimmy Nelson. Classic Rock

June 23- The Chicago Catz \$1800

This hard hitting R&B band features some of Chicago's most respected studio session musicians and vocalists. The Catz fire out the hits of James Brown, Marvin Gaye, Stevie Wonder, The Gap Band, Earth, Wind and Fire, The Ohio Players, and more.

July 14-The New Invaders: The Ultimate 60's Flashback \$3000

Complete with go-go dancers and vintage clothing, this highly energetic show features the hits from Brit Rock to Woodstock. Groovy baby!

July 21-Light Up: A Salute to Styx \$5000

Without question, the #1 Styx tribute in America. Amazing vocals and spot-on musicianship in a one-of-a-kind Grand Illusion concert experience!

July 21-Bag Shot Row \$500 (Warm Up)

Long-time local Beatles-style featuring Fenton Alumni

July 28-7th Heaven \$2500

The group performs rock/pop covers of artists such as The Eagles, Boston, Rick Springfield, Men at Work, Elton John, Aerosmith and others. Lead vocalist Keith Semple won "Pop Stars" (UK Version of American Idol) and was signed to Jive Records where he received a Gold Record.

August 4-The Buckingham's \$8250

Chicago's very own singing their Top 10 smashes, "Hey Baby" (They're Playing Our Song), "Susan", "Kind of A Drag", "Don't You Care", "Mercy, Mercy, Mercy" and more.

August 11-Rico \$2000

Hailed as the foremost Santana tribute show in America. Hear all of the hits with sizzling vocals and soaring guitar solos.

August 11-Hickey Bava Blues \$500 (Warm Up)

Jazz and blues

August 18-Hi Infidelity \$3300

This top drawing band has been voted best suburban classic rock band for several years running, Hi Infidelity's music is the hits of REO Speedwagon, Styx, Journey, Boston, Kansas, Foreigner and other classic rock bands.

August 25- Heart Ache Tonight \$1,800

Eagle's tribute

August 25- The Crew \$500 (Warm Up)

Three Fenton Alumni 60's to current

Music in The Park Sound Lighting Proposals

Music in The Park

Sound Lighting Proposals

		Entertainment	Performance	Litronicx	Gand
		Management Group	Lighting Inc		
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		\$12,750.00	\$ 30,000.00	NO SOUND	\$ 15,000.00
LIGHTING EQUIPMENT LIST					
24K par 64 Conventional lighting fixtures					
Leprechon VTX2400 Dimmer/Controller					
TOTAL		\$3,500.00	\$ 12,500.00	\$ 7,000.00	NO LIGHTS
NOTE:					
INCLUDED IN THIS PACKAGE ARE THREE ENGINEERS/TECHNICIANS.					
ALL COSTS OF TRANSPORTATION, SET UP, OPERATION, AND REMOVAL					
OF EQUIPMENT ARE INCLUDED.					
This system is indicative of the quality of equipment available, it can be configured and added to by request. If specific processors, microphones or consoles are required for your event, please forward these requests. We will do our best to accommodate your needs. We have knowledgeable technicians that are available to discuss specific requirements with you or your technical staff, to insure that the proper system is provided for your event.					
This proposal is for 10 shows starting June 9th and ending August 25th 2010					



Gary,

Following is the equipment we would provide for the 2010 Music In The Park series. The cost for sound would be \$12,750.00 for 10 shows. The cost for lights would be \$3,500.00 for 10 shows.

INCLUDED IN THIS SOUND AND LIGHT PACKAGE ARE THREE ENGINEERS/TECHNICIANS. ALL COSTS OF TRANSPORTATION, SET UP, OPERATION, AND REMOVAL OF EQUIPMENT ARE INCLUDED.

Murray Weiner, Owner

A handwritten signature in black ink that reads 'Murray'.

Entertainment Management Group

SOUND SYSTEM EQUIPMENT LIST

F. O. H. CONSOLE:

Digidesign Profile Mix Rack/48 Channel Digital Console

F.O.H. ENCLOSURES:

Nexo Alpha Four-Way concert component system:

(8)-Nexo Alpha M-3 Speakers

(8) Nexo Alpha B-1 Speakers

(4) Nexo Alpha S-2 Subs

F. O. H. POWER:

(6) MC2 E45 Amplifiers

(2) Nexo NX242 Digital Processors

Three phase power distribution panel

MONITOR CONSOLE:

Digidesign Profile Mix Rack/48 Channel Digital Console

MONITORS:

EV XW-15 Enclosures and EV MT2 drum sub (per artist request)

MONITOR PROCESSING:

XTA DP224 Digital Processor

MONITOR POWER:

Crown Macro Tech 3600

Crown Macro Tech 2400

SNAKE:

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

LIGHTING EQUIPMENT LIST

24K par 64 Conventional lighting fixtures

Leprechon VX2400 Dimmer/Controller

PERFORMANCE LIGHTING INC

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

VISIT OUR WEB SITE @ WWW.PERFORMANCELIGHTINGINC.COM

from the desk of Russell Armentrout

VILLAGE OF BENSENVILLE / DIRECTOR OF SPECIAL EVENTS

VILLAGE OF BENSENVILLE

630.670.1692

CONTACT NAME: GARY THORSEN

INVOICE #	6910RA	SHOW/RENTAL	START SHOW/RENTAL	6.9.10
INVOICE DATE	6.9.10	SALE/REPAIR	END SHOW/RENTAL	8.25.10
PO #	MIP	QUOTE	X	

MUSIC IN THE PARK 10 SHOW DAYS

PRICED FOR 10 SHOWS

STAGE LIGHTING

24 K SOURCE FOUR PAR LIGHING SYSTEM
MAC 700 AUTOMATED LIGHTING FIXTURE
ALL DIMMING / CABLE
AVO PEARL EXPERT CONTROL

	QTY	PRICE	PRD	TOTAL
	1	1250	10	12,500
	6	0	10	0
	1	0	10	0
	1	0	10	0

SOUND

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

	1	1750	10	17,500
	1	0	10	0
	1	0	10	0
	1	0	10	0
	8	0	10	0
	1	0	10	0

TRANSPORTATION

DELIVERY

TO BE PROVIDED

1 0 1

TERMS: TBD

\$30,000

THANK YOU!



Rental Proposal

Date	Proposal No.
2/1/2010	2104

Bill To
Gary Thorsen Village of Bensenville Director of Special Events

Ship To
Music in the Park Bensenville, IL

Your Purchase Order No.
Terms
Due on receipt

Event / Show Name		Loadin Date	Loadout Date	Ship Via	
Music in the Park		6/9/2010	8/25/2010	Co. Truck	
QTY	DESCRIPTION			RATE	AMOUNT
4	Par 64 6-Bar			50.00	200.00
1	Celco 30 Console			150.00	150.00
1	Litronicx HD-2400 36 x 2.4k DMX 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	Show Tech, Festival			275.00	275.00
1	Truck Local Delivery/Pickup (less than 25 miles)			200.00	200.00
	Subtotal for Labor and Services				475.00
	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
	Sales Tax not applicable to Rentals			0.00	0.00
				Total	\$700.00

This Proposal is Valid for 30 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: _____

www.**GAND**.com
CONCERT
SOUND

1944 LEHIGH AVE, SUITE B
GLENVIEW, IL 60026
847-724-3333 847-724-3626 FAX

RENTAL PROPOSAL

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": LIGHTING SYSTEM
NOT INCLUDED / OPTIONAL: 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 2010" FESTIVAL
ARTIST: TBA SUPPORT: NO OPENING ACT / NO CLOSING ACT / NO DEEJAYS

EVENT LOCATION: MUNICIPAL PARK IN DOWNTOWN BENSENVILLE
(10) EVENT DATES: JUNE 9 / 16 / 23 // JULY 14 / 21 / 28 // AUG 4 / 11 / 18 / 25

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:

DESCRIPTION: Resolution requesting execution of a contract and purchase order with American Stage & Mobile for Liberty Fest July 3rd and 4th 2010.

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: Administration, Finance, and Legislation

DATE: March 23, 2010

BACKGROUND: Attached find the contract for the staging, sound and lighting for Liberty Fest July 3rd and 4th 2010 with American Stage & Mobile in the amount of \$15,980.00. This is a budgeted item in the 2010 budget. Deposit of \$7,990.00 which is 50% of the total will be due upon execution of the contract and the balance of \$7,990.00 will be on or before July 3rd 2010.

KEY ISSUES: Action by the Village Board is needed to execute a contract with American Stage & Mobile for the stage sound and lighting for Liberty Fest July 3rd and 4th.

ALTERNATIVES:

- Not Approve a Resolution with American Stage & Mobile to supply the staging for Liberty Fest July 3rd and 4th.

RECOMMENDATION:

- Staff recommends approval of the resolution executing a contract with American Stage & Mobile for the staging of Liberty Fest on July 3rd and 4th 2010.
- At the March 16, 2010 meeting the Administration, Finance and Legislation Committee voted unanimously (4-0) to approve the request.

BUDGET IMPACT: Not to exceed \$15,980.00 which is a budgeted item under Account Number 101-5500-40690 Special Functions

ACTION REQUIRED: Board action on the resolution.

Resolution No. R-

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

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 an amount of \$15,980.00 with American Mobile Staging to provide
staging for Liberty Fest July 3rd and 4th 2010. A deposit of \$7,990.00 is required
upon execution of the contract. The remaining balance of \$7,990.00 is due on or
before July 3rd 2010. The Village Manager is authorized to execute such internal
administrative documents, if any, as necessary. This is a budgeted item under
Account # 101-5500-46090

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

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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



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

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 not returned in 30 days is void.
7. Please include **directions** to your event to ensure on-time delivery.
8. Make check payable to: **American Mobile Staging, Inc.**

Thank you again for choosing American Mobile Staging, Inc.

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 2/5/10

2. Between American Mobile Staging, Inc. and **Village of Bensenville**.

3. To provide services, personnel and/or equipment for Bensenville 4th of July 2010.

4. The services shall be provided by American Mobile Staging, Inc. to customer from 7/3/10 to 7/4/10.

5. All personnel and equipment shall be returned to American Mobile Staging, Inc. by 7/5/10.

6. Customer agrees to pay to American Mobile Staging, Inc. a total fee of \$15,980.00.

7. A non-refundable deposit shall be paid upon execution of this contract in the amount of \$7,990.00.

8. Payment of the balance of this contract shall be made on 7/4/10 in the amount of \$7,990.00

✓

SERVICES TO BE PROVIDED

A. 48 Inst Lighting System

B.

C.

D.

E.

F.

G. 1 40x24x5 MCS-4000

H. 1 Dressing room

I. 2 Generators

J. 4 Block Sound System W/ Monitor Mix

k. 3 Delay stacks

I. Customer to supply 3-4'x8' risers for delays

M.

N.

O.

CONTACT

Village of Bensenville

Thorsen

Mr. Gary

12 South Center

Bensenville

IL. 60106

Phone 1-630-694-1018

Fax 1-630-594-1018

ADDITIONAL TERMS, CONDITIONS AND CHARGES: Special terms and conditions to this agreement shall be set forth on Schedule A. Customer options as well as riders to this agreement shall be set forth on Schedule B. 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 will be canceled if not returned in 15 days of line 1 above!

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

Customer, on behalf of:



American Mobile Staging Inc.
3 Canterbury Ct. South Barrington IL. 60010
Ph. 847-584-0350 Fax. 847-584-0352

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 and/or transportation of said equipment. 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 liable 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: Customer agrees to indemnify and hold Contractor harmless from any and all liability, damages, action claims, costs and expenses, including attorney's fees, resulting from or arising out of the Performance to any person or property of whatever nature and kind.

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 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 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 commercial 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.

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.

American Mobile Staging Inc.
3 Canterbury Ct. South Barrington IL. 60010
Ph. 847-584-0350 Fax. 847-584-0352

Schedule A
Additional Terms, Conditions and Change Orders

Items:

	Charge:
1. _____	\$ _____ : _____
2. _____	\$ _____ : _____
3. _____	\$ _____ : _____
4. _____	\$ _____ : _____
5. _____	\$ _____ : _____
6. _____	\$ _____ : _____
7. _____	\$ _____ : _____
8. _____	\$ _____ : _____
9. _____	\$ _____ : _____

Nicholas R. Serino, President
Super Staging And Lighting Inc.

Date

Customer on behalf of:

Date

American Mobile Staging Inc.
3 Canterbury Ct. South Barrington IL. 60010
Ph. 847-584-0350 Fax. 847-584-0352

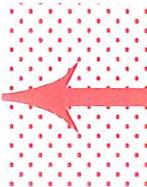
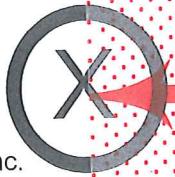
Schedule B
Staging Conctact Rider

The follow terms and condition will act as part of the American Mobile Staging Contract.

1. The undersigner shall secure 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 normal wear and tear.
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. This fee is to supply the customer with one person to operate the stage. such as roof movement or the hanging of banners. This is an additional cost the the customer and will be invoiced in addition to this contract.
By declining onsite labor the responsibilities of the stage are that of the undersigner.
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.
8. The undersigner is responsible for the actions of anyone attending the event, and agrees to provide reasonable security to protect American Mobile Staging's equipment and staff.
9. The Undersigner understands and agrees to pay any additional fees such as optional labor or charges set forth in schedule C net 30 days.
10. The undersigner agrees not to exceed the uniform distributed weight limits of the stage roofs as follows
24x16 Stage = 750 / LBS. 32X20 Stage = 1000 LBS. / 32X24 Stage= 1000 LBS. / 40X30 Stage = 2000 LBS.

Undersigner, on behalf of:

Date



Liberty Fest July 3rd ,4th Band, Stage And Lighting

July 3rd Band

The Legends:

They are a very established, great sounding band that does a great Beach Party Show. They dress in flowered shirts and play music Jan & Dean, The Ventures, The Safaris, Jimmy Buffet, and the likes. of The Beach Boys,

	Band	\$ 1,800.00
	Stage, Sound, Lighting	\$ 7,990.00
	Total 3rd	\$ 9,790.00

July 4th Bands

American English

perform songs covering the entire career of the Beatles from 1963-1970.

Sting Ray(Warm Up)

The *StingRays* always get the crowd dancing and singing to songs from Rockabilly -- tons of sixties -- to the 70's. They've opened for some of the greatest names in Rock & Roll like Danny & the Juniors, the Ides of March, the Grass Roots, Joey Dee and the Starliters,

Band	\$ 8,900.00
Stage, Sound, Lighting	\$ 7,990.00
Total 4th	\$ 16,890.00
Total Band 3rd & 4th	\$ 10,700.00
Total Stage, Sound, Lighting 3rd & 4th	\$ 15,980.00
Total Production Cost	\$ 26,680.00

VILLAGE OF BENSENVILLE

TYPE: Resolution SUBMITTED BY: Gary Thorsen DATE:

DESCRIPTION: Resolution requesting execution of a contract and purchase order with Entertainment Management Group for Liberty Fest July 3rd & 4th.

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: Administration, Finance, and Legislation

DATE: March 23, 2010

BACKGROUND: Attached find the line up and contract for the entertainment portion for Liberty Fest July 3rd & 4th 2010 in the amount of \$10,700.00. This is a budgeted item in the 2010 budget. Payment is to be made in two installments, first payment of \$5,350.00 will be due no later than 3/15/10 and the balance due of \$5,350.00 no later than 6/18/10 to Entertainment Management Group.

KEY ISSUES: Action by the Village Board is needed to allow Entertainment Management Group to execute contracts with the bands that will be playing for Liberty Fest on July 3rd & 4th at Redmond Park

ALTERNATIVES:

- Not approve the resolution to retain Entertainment Management Group for our Liberty Fest on July 3rd & 4th and look for another agent.

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 Liberty Fest on July 3rd & 4th. At the March 16, 2010 meeting the Administration, Finance and Legislation Committee voted unanimously (4-0) to approve the request.

BUDGET IMPACT: Not to exceed \$10,700.00 which is a budgeted item under Account Number 101-5500-40690 Special Functions

ACTION REQUIRED: Board action on the resolution.

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 DuPage and Cook, Illinois, as follows:

That the Village Manager is authorized to execute a purchase order in an amount of \$10,700.00 to Entertainment Management Group to pay for the entertainment lineup and fee structure for the 2010 Liberty Fest on July 3rd & 4th at Redmond Park. Payment is to be made in two installments, first installment of \$5,350.00 is due on 3/15/10 and the balance of \$5,350.00 is due no later than 6/18/10. The Village Manager is authorized to execute such internal administrative documents, if any as necessary. Account # 101-5500-40690.

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

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____



Contract made this date 02/03/10, between The Village of Bensenville, Illinois (hereinafter referred to as PURCHASER) and 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 \$10,700.00. Please Initial _____

1. EVENT : Heritage Fest Please Initial _____

2. DATE : July 3-4, 2010 RAIN OR SHINE Please Initial _____

3. Location: 735 W. Jefferson (Redmond Park) Please Initial _____

4. SERVICES PROVIDED: AGENT will provide event management and logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include meeting with Village staff as necessary, contacting the bands (or representatives) listed under item #5, negotiation and review of band contracts and riders, contracting the bands, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel. Agent will disburse all deposits and final payments for all of the acts.

Please Initial _____

5. With PURCHASER approval and acceptance of the special provisions listed under item #6, AGENT shall contract the following listed acts: July 3 The Legends July 4 The Stingrays (opening act) American English (headliner) Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

{a} If any engagement is canceled due to inclement weather, acts will receive full compensation.

{b} To be provided by purchaser:

Stage, sound, lights, technicians

Dressing areas equipped with tables, seating

Power and electrician

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.

{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 Agent 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, 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 a **\$5,350.00** Deposit to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** not later than 03/15/10.
and
PURCHASER shall pay balance due of **\$5,350.00** to, and in the name of, **ENTERTAINMENT MANAGEMENT GROUP** no later than 06/18/10.

Please Initial _____

x _____ Date ____/_____
PURCHASER
Village of Bensenville
12 S. Center Street
Bensenville, IL

X  Date 2/3/10
AGENT
Entertainment Management Group
PO Box 91766
Elk Grove Village, IL 60009

Liberty Fest
July 3rd ,4th
Band, Stage
And
Lighting

July 3rd Band

The Legends:

They are a very established, great sounding band that does a great Beach Party Show. They dress in flowered shirts and play music Jan & Dean, The Ventures, The Safaris, Jimmy Buffet, and the likes. of The Beach Boys,

	Band	\$ 1,800.00
	Stage, Sound, Lighting	\$ 7,990.00
	Total 3rd	\$ 9,790.00

July 4th Bands

American English

perform songs covering the entire career of the Beatles from 1963-1970.

Sting Ray(Warm Up)

The *StingRays* always get the crowd dancing and singing to songs from Rockabilly -- tons of sixties -- to the 70's. They've opened for some of the greatest names in Rock & Roll like Danny & the Juniors, the Ides of March, the Grass Roots, Joey Dee and the Starliters,

Band	\$ 8,900.00
Stage, Sound, Lighting	\$ 7,990.00
Total 4th	\$ 16,890.00
Total Band 3rd & 4th	\$ 10,700.00
Total Stage, Sound, Lighting 3rd & 4th	\$ 15,980.00
Total Production Cost	\$ 26,680.00

VILLAGE OF BENSENVILLE

TYPE: Resolution

SUBMITTED BY: Gary Thorsen

DATE:

DESCRIPTION: Resolution requesting execution of a contract and purchase order with Mad Bomber for Liberty Fest 4th of July Fireworks Display

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: Administration, Finance, and Legislation

DATE: March 23, 2010

BACKGROUND: Attached find the contract with Mad Bomber for the fireworks display for the 2010 Liberty Fest 4th of July. The agreement is for \$24,990.00 for a twenty-two minute display. Payment in full will be required within 30 days after the event. This item is a budgeted item in the 2010 budget line item number 101-5500-40690.

KEY ISSUES: Action by the Village Board is needed to allow Mad Bomber to be our sole provider for our fireworks display on July 4th 2010.

ALTERNATIVES:

- Not approve the resolution to retain Mad Bomber for our Liberty Fest 4th of July fireworks display.
- Contract another company

RECOMMENDATION:

- Staff recommends approval of the resolution executing a contract with Mad Bomber for the production of the fireworks display on July 4th 2010 at Redmond Park.
- Attached are proposals from other fireworks companies for your review
- At the March 16, 2010 meeting the Administration, Finance and Legislation Committee voted unanimously (4-0) to approve the request.

BUDGET IMPACT: Not to exceed \$24,990.00 which is a budgeted item under Account Number 101-5500-40690 Special Functions

ACTION REQUIRED: Board action on the resolution.

Resolution No. R-

Authorizing Execution of a Agreement and Purchase Order with
Mad Bomber.

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 an amount of \$24,990.00 with Mad Bomber, Inc. to provide a
twenty-two minute fireworks display for the Liberty Fest 4th of July, 2010.
Payment in full within 30 days after the event. The Village Manager is authorized
to execute such internal administrative documents, if any, as necessary. Account
101-5500-46090

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

APPROVED:

Frank Soto
Village President

ATTEST

JoEllen Ridder
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK P.O. BOX 418
PHONE (219) 393-5051 Toll Free (877) MAD-BOMB

KINGSBURY, IN 46345
FAX (219)3933177

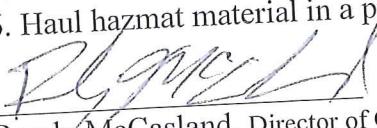
BENSENVILLE, IL PROPOSAL July 4, 2010

MAD BOMBER FIREWORKS PRODUCTIONS IS PLEASED TO PRESENT FOR YOUR
CONSIDERATION THIS EXCEPTIONAL PROPOSAL FOR A SPECTACULAR
FIREWORKS SHOW TO BE PRESENTED TO BENSENVILLE.

FIREWORKS SHOW	\$29,400.00
1 st TIME CUSTOMER DISCOUNT (ONE TIME ONLY)	15% (\$4410.00)
PROFESSIONAL PRESENTATION	INCLUDED
\$5,000,000 LIABILITY INSURANCE	INCLUDED
2 ND SETUP FOR RAINOUT	INCLUDED
POST DISPLAY CLEANUP	INCLUDED
EARNEST MONEY DEPOSIT	<u>\$WAIVED</u>
BALANCE DUE AFTER PRESENTATION	\$24,990.00

Mad Bomber Fireworks will also supply the following:

1. We will help secure all permits.
2. CDL driver with a Hazmat endorsement.
3. Registered with the USDOT to haul hazmat. (mandatory by Federal Law)
4. Carry \$5,000,000.00 auto insurance to haul hazmat. (mandatory by Federal Law)
5. Illinois licensed operator in charge of display. (State Law)
6. Haul hazmat material in a properly placarded vehicle.


Randy McCasland, Director of Operations

MAD BOMBER
FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK P.O. BOX 418 KINGSBURY, IN 46345
PHONE (219) 393-5051 TOLL FREE (877) MAD-BOMB FAX (219) 393-3177

January 25, 2010

Gary Thorsen
Village of Bensenville

Main Show: 20 minutes

408 - 3 inch
392 - 4 inch
218 - 5 inch
107 - 6 inch
7 - 8 inch

Total Main Shells: 1,132

Finale: 2 minutes

816 - 3 inch
33 - 4 inch
19 - 5 inch
10 - 6 inch
1 - 8 inch

Total Finale Shells: 879

Grand Total: 2,011

Randy McCasland
Director of Operations

MAD BOMBER

FIREWORKS PRODUCTIONS

KINGSBURY INDUSTRIAL PARK P.O. BOX 418 KINGSBURY, IN 46345
PHONE (219) 393-5051 TOLL FREE (877) MAD-BOMB FAX (219) 393-3177

January 25, 2010

Gary Thorsen
Village of Bensenville

References:

Gurnee Days, Gurnee, IL Linda Brogren Gurnee Park District	847.599.3755
Schaumburg Septemberfest Roxanne Benvenuti	847.923.3605
Park Ridge Park District Lori Lovell Knouse	847.692.3319
Dundee Township Park District Jennifer Peterson	847.428.7131
Freedom Fest Goshen, IN Randy Sharkey	574.533.8245
Village of Glen Ellyn James Bourke	630.858.7128
Randy McCasland Director of Operations	

On behalf of the below listed municipalities in Cook and DuPage Counties we, the mayors of those municipalities, want to take this opportunity to document our position regarding a most important regional project commonly referred to as the Western Access to O'Hare and the Elgin O'Hare West Bypass. It is our position that this project carries with it such positive transportation, transit, access and economic development potential that it should rightly be recognized as the primary Project of National Significance.

DRAFT ADVISORY RESOLUTION

A RESOLUTION SUPPORTING THE CONSTRUCTION OF THE ELGIN-O'HARE WEST BYPASS "BUILD ALTERNATIVE 203; OPTION D"

WHEREAS, the Illinois Department of Transportation (IDOT), in consultation with the Federal Highway Administration (FHWA), has conducted a study of alternative multimodal transportation solutions for the Elgin O'Hare-West Bypass study area, comprised of 127 square miles and 27 communities in Cook and DuPage Counties in Illinois; and,

WHEREAS, the IDOT study is being advanced as a federally mandated two-tiered process consisting of Tier One, the development of a multimodal transportation concept for the study area, and Tier Two, detailed engineering and environmental studies for elements of the preferred build alternative; and,

WHEREAS, Tier One of the IDOT study is set to conclude with the FHWA Record of Decision stating the preferred multimodal transportation system selected based upon consideration of transportation performance, environmental impacts, regulatory agency comments and stakeholder input and support; and,

WHEREAS, through an extensive public outreach and stakeholder involvement program consistent with IDOT's Context Sensitive Solution (CSS) policy, the Illinois Department of Transportation (IDOT) and the regional stakeholders have reached consensus through the process that the preferred multimodal transportation system is Build Alternative 203 and Option D; and,

WHEREAS, Tier Two of the IDOT study will include analysis of funding strategies, funding sources and the availability of project funding including, but not limited to, Federal and State funding, tolling through the Illinois State Toll Highway Authority (ISTHA), and potential public-private partnerships; and,

WHEREAS, the impacted stakeholder communities would prefer that the proposed expressway facilities be constructed as non-tolled freeways, but understand that this project may be completed with greater expediency should the Illinois State Toll Highway Authority be authorized to construct all or part of the preferred Build Alternative 203 and Option D; and,

WHEREAS, the stakeholder communities recognize the impacts of a national recession on employment in the area, they urge that IDOT, ISTHA, the Governor's Office and the FHWA all work to expedite this project in order to significantly impact job creation and stimulate the economy; and,

WHEREAS, national and regional economic circumstances could have an effect on project funding, the stakeholder communities would agree to building the project in stages in order to realize immediate economic benefit, with the understanding and agreement that the entire project must be built as funding is available; and,

WHEREAS, the stakeholder communities further support the construction of these roadways because the area designated for these infrastructure improvements is already urbanized and the construction of the roadways will not create additional sprawl but rather mitigate congestion, improve air quality and maximize opportunities within this region; and,

WHEREAS, the stakeholder communities further request that the construction of the western access and the western by-pass, Alternative 203 and Option D, be built with the greenest technologies available and with the highest regard for environmental impact and sustainability; and,

WHEREAS, the communities most impacted support of Build Alternative 203 and Option D, project are united in the construction of the preferred alternative and associated improvements; and,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the (City/Village of) , in the Counties of Cook and DuPage, Illinois, that:

Section 1: Location:

The impacted communities hereby request that any construction of the Elgin-O'Hare West Bypass highway improvements by IDOT or the Illinois State Toll Highway Authority have a route and location consistent with the area recommended by stakeholders and IDOT through the Federally mandated process, said area being generally north-south along the western edge of the existing O'Hare International Airport property utilizing the 300' set aside corridor as planned by the O'Hare Modernization Program between 1-90 (Northwest/Jane Addams Tollway) and 1-294 (Tri-State Tollway), and generally east-west along Thorndale Avenue between the current terminus of the Elgin-O'Hare Expressway west of 1-290 near Roselle Road and the Bypass to the east.

Section 2: Illinois State Toll Highway Authority:

If the Illinois State Toll Highway Authority shall be authorized to construct all or part of the Elgin-O'Hare West Bypass, the impacted communities hereby request that the Toll Authority partner with them to perform the following:

- include within their construction plans full interchange access at the locations identified in Build Alternative 203 and Option D to serve said communities and work and develop with said communities, either collectively or individually, alternative, equitable funding options to ensure that interchanges can be built. Options for funding could include, but are not limited to, deferred payments, waived payments, ability to use federal funds to supplement municipal funds and the ability to pay over time with payments tied to verified increases in the sales tax revenue;
- include within their construction plans those improvements identified by IDOT and participating stakeholders that shall mitigate associated transportation impacts, including but not limited to, flood mitigation, sound barriers, elimination of utility conflicts and improvements to remedy increased traffic on local roads;
- provide for appropriate space and accommodations within the expressway envelope for future transit development; and,

- provide for the needs of pedestrians and bicyclists in planning, programming, design, and construction of transportation and transit facilities associated with the project.

Section 3: Purpose and Need:

The construction of the agreed upon preferred Build Alternative 203 and Option D, completed in its entirety, as developed through the federally-mandated Tier One process and recommended by IDOT and participating stakeholders, is necessary to:

- ensure operational stability for vehicular traffic on the west side of the Airport with the completion of the improvements associated with the O'Hare Modernization Program; and
- foster further vast regional economic development, business retention and attraction, and job creation of more than 60,000 new jobs created resulting from the referenced improvements.

Section 4: The communities request that the construction of the referenced Bypass be completed as recommended by the Illinois Department of Transportation and participating stakeholders and codified by the FHWA, either in its entirety or in sequences as defined by the consensus of the planning agencies.

Section 5: A copy of this resolution supporting the construction of Build Alternative 203 and Option D, as developed in concept through the Illinois Department of Transportation's Tier One study shall immediately be forwarded to the Governor, the Illinois Secretary of Transportation and each of the Directors of the Illinois State Toll Highway Authority.

RESOLUTION NO. 10-_____

**A RESOLUTION OPPOSING
GOVERNOR QUINN'S BUDGET PROPOSAL
TO REDUCE LOCAL GOVERNMENT SHARED REVENUES**

WHEREAS, the national economy has suffered a recession and as a result, the Village's fiscal health has deteriorated due to seriously declining revenues; and

WHEREAS, the Village has faced deficits and has responded by reducing costs, expenditures and personnel, including the elimination of positions; and

WHEREAS, the Village is projecting a deficit in Fiscal Year 2011 of \$3.3 million; and
WHEREAS, the Village lost significant property tax revenue due to the acquisition of over 500 homes and 100 businesses due to the expansion of O'Hare International Airport; and

WHEREAS, despite the cost cutting measures implemented by the Village the Village continues to face declining revenues from diminishing sales and income taxes and real estate transfer taxes; and

WHEREAS, ten percent of the income tax collected by the State of Illinois is transferred to the Local Government Distributive Fund for distribution to units of local government based on population; and

WHEREAS, local governments depend on these revenues to balance their budgets, pay their employees, and deliver services to their citizens; and

WHEREAS, Governor Quinn's proposed Fiscal Year 2011 budget would reduce the local government income tax share from ten percent to seven percent; and

WHEREAS, this thirty percent decrease in the local government income tax share would redirect \$300 millions of the State budget deficit to local governments; and

WHEREAS, while the Governor's intent in reducing local shared revenues is to lessen the State's deficit, in reality the proposed cuts have the opposite effect by forcing local governments to reduce services, layoff employees, and/or increase taxes; and

WHEREAS, reducing local government shared revenues amounts to a dereliction of the State's duty to fulfill their financial obligation to local governments and residents in Illinois; and

WHEREAS, local governments should not be responsible for poor budgeting and fiscal mismanagement at the State level;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE BOARD OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES THAT;

SECTION 1: The Village of Bensenville strongly opposes any reduction to the local government share of the State income tax.

SECTION 2: The Village of Bensenville implores Governor Quinn to revise his Fiscal Year 2011 budget proposal to eliminate any reductions to local government shared revenues.

SECTION 3: The Village of Bensenville calls on the Governor and members of the Illinois General Assembly to reject any budget proposal that shifts State budget problems to local government.

SECTION 4: The Village Clerk is hereby directed to send certified copies of this Resolution to Governor Quinn, the legislative leaders of both chambers of the Illinois General Assembly, and all members of the Illinois General assembly representing the Village of Bensenville.

ADOPTED this _____ day of _____, 2010.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2010.

Village President

ATTEST:

Village Clerk