

Village Board

President

Frank Soto

Trustees

Morris Bartlett
Susan Janowiak
Robert "Bob" Jarecki
Martin O'Connell III
JoEllen Ridder

Henry Wesseler

Village Clerk

Ilsa Rivera-Trujillo

Village Manager

Michael Cassady



**Village of Bensenville, Illinois
BOARD OF TRUSTEES
MEETING AGENDA
6:00 PM August 20, 2013**

- 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
 1. *August 13, 2013 Village Board Minutes*
- VI. WARRANT
 1. *WARRANT - August 20, 2013 #13/14 \$688,477.64*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Ordinance granting a Variance to reduce the required parking from 24 to 0 for the property located at 202 W. Irving Park Road (P&J Discount Cigarette Center Building), resulting from the IDOT acquisition for the Irving Park and York Road grade separation project.*
 2. *Resolution Establishing Refuse, Recycling and Yard Waste Rates for October 1, 2013 through December 31, 2014.*
 3. *Ordinance Approving the Grant of a Conditional Use Permit to Allow Motor Vehicle Repair (Major & Minor) at 211 Beeline Drive, Unit #1, Matejko Auto Service.*
 4. *Resolution Approving an Intergovernmental Agreement By and Between the Illinois Office of the Comptroller and the Village of Bensenville, Illinois Regarding Access to the Comptroller's Local Debt Recovery Program.*
 5. *Ordinance Granting Approval of a Variance to Allow a Fence in the Corner Side Yard of the Property Commonly Identified as 618 W. Green Street.*
 6. *Ordinance Adopting Amendments to Building Code Regulations, As Set Forth in Title 9, Chapter 2 of the Bensenville Village Code.*
 7. *Consider a text amendment to sign regulations, dealing with both freestanding and wall signs, for Sections 10 - 3(monument sign) and Section 10 -18 (Sign Regulations) of the Bensenville Village Code.*
 8. *Ordinance Amending Chapters 2, 7 and 8 of the Zoning Ordinance of the Village of Bensenville Setting Forth New Regulations Concerning Massage Establishments and*

Medical, Dental, and Optometry Offices.

VIII. REPORTS OF STANDING COMMITTEES

A. Community and Economic Development Committee

1. *Ordinance Approving the Grant of a Conditional Use Permit to Allow a Fleet Fueler Facility (Liquid Natural Gas and Diesel Fuel) and Associated Variances at 600 W. Devon Avenue, Blu Fuel.*

The applicant, Blu Fuel, requests a Conditional Use Permit and several variances to construct a diesel and liquefied natural gas (LNG) fueling station at the vacant 600 W. Devon Avenue property. The LNG station may be the first of its kind in Illinois. The CUP is to allow the fueling center in the I-2 Light Industrial District and most of the variances are for signage and the above ground storage container for the LNG. The CDC voted 6-1 to recommend approval at their July 8, 2013 public hearing. Staff concurs with the CDC and recommends approval of the request based on meeting the criteria for approval. In addition, Blu Fuel would be the first LNG facility in the area and would provide a future technology in the Northern Business District that distinguishes Bensenville from other communities. At the CEDC meeting on August 13, 2013 there was a significant amount of testimony in support and opposition to the proposal. The Committee recommended approval (vote 3-2) and staff continues to work on addressing the issues discussed at the meeting. We plan to provide additional information in the Friday Packet.

2. *Ordinance Concerning the Grant of a Conditional Use Permit to Allow an Electronic Message Center Sign for the Bensenville Community Public Library at 200 S. Church Road.*

This request from the Bensenville Public Library is for a Conditional Use Permit (CUP) to allow an Electronic Message Center (EMC) sign at their property on 200 S. Church Road. A motion by the CDC was denied (vote 3-3), however the CUP was approved by the CEDC (vote 4-1) on August 13, 2013. The dissenting vote on the CEDC stated he wanted this item to appear on the Standing Committee agenda rather than Consent in order for the two absent Committee members to discuss the item. Staff continues to support the CUP subject to conditions including that the sign is turned off when the Library is closed and the light from the sign not cross the Library property line.

B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

1. *Resolution Relating to Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund*

The Illinois Municipal Retirement Fund (IMRF) recently performed an audit of the Village's compliance with their regulations. We were cited for not having documentation proving our elected officials work in their official capacity 1,000 hours/year. As a result, IMRF now requires that the Village either provide documentation, have the elected officials sign certifications that they indeed work 1,000/year (subject to a Class 3 felony for falsification), or pass a Resolution rescinding elected official participation in IMRF. At their August 13, 2013 meeting, the AF&L Committee recommended passing the Resolution rescinding elected official membership in IMRF (vote 4-1). Staff concurs with this recommendation. If passed, elected officials currently participating in IMRF would decide whether or not to withdraw their past contributions.

D. Public Safety Committee – No Report

E. Recreation and Community Building Committee – No Report

F. Technology Committee – No Report

IX. REPORTS OF VILLAGE OFFICERS:

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

1. *Resolution authorizing the execution of an Emergency Contract with Insituform,*

Inc. for the Lining of the County Line Road Force Main in the amount of \$124,200

This agenda item is for an emergency repair to the County Line Road Force Main. We have had three breaks in the past week on this main that carries wastewater from near George Street to a point just south of Jefferson Street within the east parkway. These breaks have resulted in multiple SSO (Sanitary Sewer Overflows). We cannot afford another break and SSO, so we instituted an interim solution to bypass the main as an emergency repair. We have also solicited bids for the lining of the main, which is budgeted in this year's Community Investment Plan. At this point we have received 1 bid, from Insituform, but are hopeful for a second bid on August 15. If a second bid is received, we will forward to the Board along with the Friday package. In the meantime, the Insituform bid is for \$124,200, which is within the budget of \$150,000. The Insituform bid equates to \$97/lineal foot of lining when the typical cost is \$115-\$125/foot. Therefore, depending on if any other bids are received, staff recommends contracting with Insituform for this emergency repair.

2. *Introduction of New Employees.*

I am pleased to announce that Christopher Staffeldt joined our police department as a probationary police officer on August 12, 2013.

Please welcome Police Officer Christopher Staffeldt, Chief Technology Officer Andrew Schaeffer, and Planner Victoria Kosman to the Village of Bensenville staff.

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:
Minutes

SUBMITTED BY:
Corey Williamsen

DEPARTMENT:
Village Clerk's Office

DATE:
August 20, 2013

DESCRIPTION:
August 13, 2013 Village Board Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:

DATE:

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

Approve the minutes as presented.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
DRAFT_130813_Board	8/15/2013	Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
August 13, 2013

Village Attorney, Pat Bond, announced President Soto would be absent from the meeting and announced Trustee Ridder would act as President Pro Tem.

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

ROLL CALL: 2. Upon roll call by Village Clerk, Ilsa River-Trujillo, the following Board Members were present:

Bartlett, Janowiak, Jarecki, Ridder, Wesseler

Absent: President Soto, O'Connell

A quorum was present.

Staff Present: Village Attorney, Pat Bond, Caracci, Cassady, DiSanto, F. Kosman, V. Kosman, Rysavy, Sloth, Viger, Williamsen

PUBLIC COMMENT: **Monika Kedzior – 229 West Grand Avenue, Unit J**
Ms. Kedzior addressed the Village Board regarding the benefits of licensed massage therapy in Bensenville.

Gina Mellenthin – 4N150 Pine Grove

Ms. Mellenthin addressed the Village Board regarding the benefits of licensed massage therapy in Bensenville.

Susan Le – 1201 West Irving Park Road

Ms. Le addressed the Village Board regarding the benefits of licensed massage therapy in Bensenville.

APPROVAL OF MINUTES: 3. The July 17, 2013 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

Minutes of the Village Board Meeting
August 13, 2013 Page 2

WARRANT NO.

13/13:

4. President Pro Tem Ridder presented **Warrant No. 13/13** in the amount of \$2,353,367.70.

Motion:

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

ROLL CALL:

AYES: Bartlett, Janowiak, Jarecki, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Resolution No

R-88-2013:

5. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-88-2013** entitled **A Resolution Approving an Intergovernmental Agreement Between the Village of Bensenville and Bensenville Elementary School District No. 2 Regarding the Stormwater Management at Tioga School.**

Mr. Cassady presented the proposed Intergovernmental Agreement would allow the Village to construct two additional acres of stormwater detention to help reduce flooding at both Center Street and Addison Street neighborhoods.

Motion:

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

ROLL CALL:

AYES: Bartlett, Janowiak, Jarecki, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Resolution No

R-89-2013:

6. President Pro Tem Ridder gave the summarization of the action contemplated in **Resolution No. R-89-2013** entitled **A Resolution Authorizing the Execution of a Construction Contract for the Tioga Stormwater Detention Facility with A-Lamp Concrete Contractors, Inc. of Schaumburg, IL in the Amount of \$40,000.**

Motion:

Trustee Wesseler made a motion to approve the resolution as presented subject to Attorney review. Trustee Bartlett seconded the motion.

Minutes of the Village Board Meeting
August 13, 2013 Page 3

ROLL CALL: AYES: Bartlett, Janowiak, Jarecki, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**Ordinance No
48-2013:**

7. President Soto gave the summarization of the action contemplated in **Ordinance No. 48-2013** entitled **An Ordinance Establishing the Position of Village Chief Technology Officer and Eliminating the Position of Village Director of Administrative Services.**

Motion: Trustee Bartlett made a motion to adopt the ordinance as presented. Trustee Janowiak seconded the motion.

ROLL CALL: AYES: Bartlett, Janowiak, Jarecki, Ridder, Wesseler,

NAYS: None

All were in favor. Motion carried.

**Resolution No
R-90-2013:**

8. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-90-2013** entitled **A Resolution Approving the Engagement of PC Discovery for Informational Technology Support and Operations Services.**

Mr. Cassady presented the proposed contract will allow an extension of five months of help desk service from PC Discovery.

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

ROLL CALL: AYES: Bartlett, Janowiak, Jarecki, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President Pro Tem Ridder had no report.

**MANAGERS
REPORT:**

**Resolution No
R-91-2013:**

9. Village Manager, Michael Cassady, gave the summarization of the action contemplated in **Resolution No. R-91-2013** entitled **A Resolution Approving a Labor-management Union Wage Agreement Between the Village of Bensenville and AFSCME Local 1167 for 2013-2015.**

Mr. Cassady presented that negotiations with AFSCME has concluded. The wage re-open was approved by the Union at 2.25% for 2013 and 2014.

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

ROLL CALL: AYES: Bartlett, Janowiak, Jarecki, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Pat Bond, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS: There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, stated there was not a need for Executive Session.

ADJOURNMENT:

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

All were in favor. Motion carried.

President Pro Tem Ridder adjourned the meeting at 6:55p.m.

Ilsa Rivera-Trujillo
Village Clerk

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

TYPE:
Warrant

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
August 20, 2013

DESCRIPTION:

August 20, 2013 #13/14 \$688,477.64

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

\$688,477.64

ACTION REQUIRED:

Approve the Warrant.

ATTACHMENTS:

Description

[Warrant 8.20.2013](#)

Upload Date

8/15/2013

Type

Backup Material

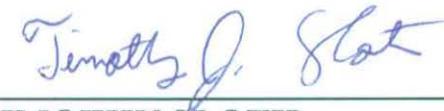
VILLAGE OF BENSENVILLE WARRANT 13/14

August 20, 2013

I hereby certify that the attached warrants are in accord with the current budget as adopted by the Corporate Authorities of the Village of Bensenville, and that sufficient funds are available to promptly pay said warrants, all in accordance with the Village Code and Illinois Statutes.



MICHAEL CASSADY
VILLAGE MANAGER



TIMOTHY SLOTH
DIRECTOR OF FINANCE

Approved by the Board of Trustees on August 20, 2013, hereby authorizing the Director of Finance to disburse \$688,477.64 the accounts indicated in the attached report.

ILSA RIVERA-TRUJILLO
VILLAGE CLERK

FRANK SOTO
VILLAGE PRESIDENT



EXPENDITURE APPROVAL LIST

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FOR CHECKS DATED: 8/20/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ACS ENTERPRISES INC									
505									
IR141988	FILTERS	CHICAGO	20130110	08/31/2013	11050440-542110	PW	R&M BUILDING	\$439.09	0
ADT SECURITY SERVICES INC									
99									
3158-12248	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$120.00	0
ADVANCE AUTO									
808									
8751321231199	PARTS FOR THE OLYMPIA-EDGE II	BENSENVILLE	20132864	08/30/2013	11070740-542610	SF	R&M OLYMPIA	\$51.23	0
AGUIRRE, JOAQUIN									
99									
2524-14720	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$300.00	0
AL WARREN OIL CO INC									
700									
I0794706	FLEET FUEL PURCHASE	SUMMIT	20132833	09/05/2013	11020190-554110	PW	FUEL/GAS/OIL	\$52.13	0
I0794706	FLEET FUEL PURCHASE	SUMMIT	20132833	09/05/2013	11040110-554110	PW	FUEL/GAS/OIL	\$3,245.12	0
I0794706	FLEET FUEL PURCHASE	SUMMIT	20132833	09/05/2013	11050490-554110	PW	FUEL/GAS/OIL	\$2,466.23	0
I0794706	FLEET FUEL PURCHASE	SUMMIT	20132833	09/05/2013	11060640-554110	PW	FUEL/GAS/OIL	\$166.16	0
I0794706	FLEET FUEL PURCHASE	SUMMIT	20132833	09/05/2013	11070720-554110	PW	FUEL/GAS/OIL	\$120.75	0
I0794706	FLEET FUEL PURCHASE	SUMMIT	20132833	09/05/2013	51050540-554110	PW	FUEL/GAS/OIL	\$1,764.94	0
ALEXIAN BROTHERS CORP. HEALTH SERV.									
12656									
485267	DRUG SCREEN-TYRONE,RIGOBERTO,NE	CHICAGO	20132976	07/13/2013	11020130-541210	AD	PHYSICAL EXAMS	\$416.00	0
486504	RAPID DRUG SCREEN-JASON TYSON	CHICAGO	20132978	07/21/2013	11020130-541210	AD	PHYSICAL EXAMS	\$76.00	0
490248	PANEL RAPID DRUG SCREEN-JACOB J,JE	CHICAGO	20132977	08/25/2013	11020130-541210	AD	PHYSICAL EXAMS	\$179.00	0
ALLAN G MEYER									
810									
FINAL PAYMENT 201 ARTIST DRAWING MIP SERIES 2013									
		LOMBARD	20131647	09/08/2013	11070110-577012	SF	MUSIC IN THE PARK	\$907.50	0
ALPHA BAKING COMPANY, INC.									
11222									
3041204017	FOOD ITEMS FOR CONCESSIONS	CHICAGO	20132906	08/22/2013	11070785-557810	SF	FOOD ITEMS	\$63.50	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								63.50	
AMERICAN MOBILE STAGING									
11989									
	FINAL PAYMENT-201 STAGING FOR MIP SERIES 2013.	SOUTH BARRIN	20130912	09/08/2013	11070110-577012	SF	MUSIC IN THE PARK	\$8,112.50	0
								8,112.50	
ANDERSON PEST SOLUTIONS									
9474									
2572465	PEST CONTROL SERVICE PW BLDG-JULY	ELMHURST	20130145	07/31/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$65.73	0
2631760	PEST CONTROL SERVICE FOR AUGUST 2	ELMHURST	20132897	08/31/2013	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$58.85	0
								124.58	
ANDREWS INDUSTRIAL CORPORATION									
13114									
5862	CHEMICALS FOR WATER TREATMENT	LISLE	20132918	08/15/2013	11070740-554120	SF	CHEMICALS	\$494.60	0
								494.60	
APWA									
9872									
13-00036	QUARRY TOUR	KANSAS CITY	20132924	09/03/2013	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$70.00	0
								70.00	
AQUA PURE ENTERPRISES									
11330									
86563	CHEMICALS FOR THE POOL	ROMEOVILLE	20132907	08/19/2013	11070760-554120	SF	CHEMICALS	\$957.55	0
86649	CHEMICALS FOR THE POOL	ROMEOVILLE	20132907	08/26/2013	11070760-554120	SF	CHEMICALS	\$657.85	0
86784	CHEMICALS FOR THE POOL	ROMEOVILLE	20132908	09/01/2013	11070760-554120	SF	CHEMICALS	\$164.90	0
								1,780.30	
ASHLINE, KEITH									
99									
3642-24827	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
ATLAS BOBCAT INC.									
5061									
b45982	PURCHASE OF HOSES-SLOPE MOWER	SCHILLER PARI	20132882	08/08/2013	11070720-542310	SF	R & M EQUIPMENT	\$45.82	0
								45.82	
ATLAS REFRIGERATION INC									
220									
17427	REPAIR FREEZERS-SUNDAE'S TOO	SUGAR GROVE	20132852	08/18/2013	11070790-542310	SF	R&M EQUIPMENT	\$225.00	0
17442	REPAIR FREEZERS-SUNDAE'S TOO	SUGAR GROVE	20132852	08/25/2013	11070790-542310	SF	R&M EQUIPMENT	\$205.00	0
								430.00	

EXPENDITURE APPROVAL LIST

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FOR CHECKS DATED: 8/20/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BATTERY SERVICE CORPORATION									
2716									
235770	PARTS FOR THE SNAP ON TRUCK	BENSENVILLE	20132873	08/28/2013	11070720-542310	SF	R & M EQUIPMENT	\$181.00 181.00	0
BAXTER & WOODMAN, INCORPORATED									
2717									
0168854	PRETREATMENT ASSISTANCE-04/28-05/1	CRYSTAL LAKE	20132158	07/10/2013	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$8,460.21 8,460.21	0
BEAN, TOD									
99									
3627-13148	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$120.00 120.00	0
BENSENVILLE PARK DISTRICT									
2728									
100-2013	SPONSORSHIP JOHN KURTZ 5K RUN	BENSENVILLE	20132931	09/06/2013	11070110-577010	SF	SPECIAL FUNCTIONS	\$1,750.00 1,750.00	0
BENSENVILLE POSTMASTER									
2622									
AUGUST 2013	AUGUST 2013- UB MAILING	BENSENVILLE	20132839	09/05/2013	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$1,954.72 1,954.72	9002751
BESCH BROTHERS ROOFING									
99									
3593-22843	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00 80.00	0
BODY MASTERS									
2732									
080613	RUNNING BOARDS #730	BENSENVILLE	20132922	09/05/2013	11050420-542410	PW	R & M VEHICLES	\$162.50	0
080613	RUNNING BOARDS #730	BENSENVILLE	20132922	09/05/2013	11050423-542410	PW	R&M VEHICLES	\$162.50	0
81613	#730 VEHICLE REPAIRS	BENSENVILLE	20131798	09/05/2013	11050420-542410	PW	R & M VEHICLES	\$1,534.31	0
81613	#730 VEHICLE REPAIRS	BENSENVILLE	20131798	09/05/2013	11050423-542410	PW	R&M VEHICLES	\$2,679.96	0
								4,539.27	
BOLINGER LACH & ASSOCIATES INC									
281									
16505-3	R-3-2013 GREEN LAPP/WATER MAIN	ITASCA	20130261	08/30/2013	51080860-596000	PW	CAPITAL CONSTRUCTION	\$32,540.55 32,540.55	0
CASE LOTS INC.									
7307									
050412	JANITORIAL SUPPLIES	LYONS	20132937	09/07/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$179.55	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 8/20/2013

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FOR CHECKS DATED: 8/20/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CINTAS FIRST AID & SAFETY									
2974									
8400432748	FIRST AID SUPPLIES-EDGE I	IRVING	20132875	09/01/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$22.76	0
8400432750	FIRST AID SUPPLIES-EDGE II	IRVING	20132875	09/01/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$86.09	0
								108.85	
CJC AUTO PARTS									
11185									
038961	AUTO PARTS-WHEEL NUT	BENSENVILLE	20132905	08/24/2013	11070720-542310	SF	R & M EQUIPMENT	\$10.20	0
039259	AUTO PARTS-FOR SLOPE MOWER	BENSENVILLE	20132905	08/29/2013	11070720-542310	SF	R & M EQUIPMENT	\$13.41	0
039364	AUTO PARTS-WIPER BLADE	BENSENVILLE	20132905	08/30/2013	11070720-542310	SF	R & M EQUIPMENT	\$28.00	0
039515	BRAKE FLUIDS	BENSENVILLE	20132926	09/01/2013	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$21.84	0
								73.45	
COCA COLA BOTTLING COMPANY									
7585									
0308323923	BEVERAGES FOR SUNDAE'S TOO	CHICAGO	20132938	09/06/2013	11070790-557810	SF	FOOD ITEMS	\$428.90	0
0318254615	BEVERAGES FOR CONCESSIONS	CHICAGO	20132970	09/07/2013	11070785-557810	SF	FOOD ITEMS	\$1,381.90	0
0388277416	BEVERAGES FOR SUNDAE'S TOO	CHICAGO	20132889	08/23/2013	11070790-557810	SF	FOOD ITEMS	\$516.46	0
0388282518	BEVERAGES FOR SUNDAE'S TOO	CHICAGO	20132889	08/09/2013	11070790-557810	SF	FOOD ITEMS	\$368.14	0
								2,695.40	
COMCAST									
12216									
0002237-0813	SERVICE FROM 08/10-09/09/13- CABLE TV	SOUTHEASTER	20130069	09/03/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIONS	\$146.36	0
0003318-0813	SERVICE FROM 08/05-09/04/13-INTERNET	SOUTHEASTER	20130074	08/31/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIONS	\$79.90	0
								226.26	
COMMONWEALTH EDISON									
2668									
1453018053-0613	SERVICE FROM 06/01-07/02/13-BANDSHEI	CAROL STREAM	20132866	08/04/2013	11070720-541370	SF	ELECTRICITY	\$25.21	0
4514125014-0613	SERVICE FROM 06/01-07/02/13-REDMOND	CAROL STREAM	20132867	08/02/2013	11070720-541370	SF	ELECTRICITY	\$141.70	0
4514125014-0713	SERVICE FROM 07/02-07/31/13-REDMOND	CAROL STREAM	20132867	08/31/2013	11070720-541370	SF	ELECTRICITY	\$137.31	0
6974750006-0613	SERVICE FROM 06/01-07/02/13-THEATRE	CAROL STREAM	20132868	08/02/2013	11070790-541370	SF	ELECTRICITY	\$529.95	0
6974750006-0713	SERVICE FROM 07/02-07/31/13-THEATRE	CAROL STREAM	20132868	08/31/2013	11070790-541370	SF	ELECTRICITY	\$665.71	0
6974751003-0613	SERVICE FROM 06/01-07/02/13-SUNDAE'S	CAROL STREAM	20132869	08/02/2013	11070790-541370	SF	ELECTRICITY	\$508.39	0
6974751003-0713	SERVICE FROM 07/02-07/31/13-SUNDAE'S	CAROL STREAM	20132869	08/31/2013	11070790-541370	SF	ELECTRICITY	\$512.24	0
6974752000-0613	SERVICE FROM 06/01-07/02/13-SUNDAE'S	CAROL STREAM	20132870	08/02/2013	11070790-541370	SF	ELECTRICITY	\$415.75	0
6974752000-0713	SERVICE FROM 07/02-07/31/13-SUNDAE'S	CAROL STREAM	20132870	08/31/2013	11070790-541370	SF	ELECTRICITY	\$409.65	0
7058038017-0713	SERVICE FROM 07/02-07/31/13-302 W GRE	CAROL STREAM	20132945	08/30/2013	11040341-577121	PD	TEEN CENTER	\$242.54	0
								3,588.45	

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CORFU FOODS									
99									
2843-211350	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$500.00	0
2864-211350	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$300.00	0
								800.00	
CORFU FOODS INC									
99									
090381	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$625.00	0
2844-302287	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$500.00	0
								1,125.00	
DAILY HERALD									
2865									
06/01-06/30/13	JUNE SHOWTIMES ADS-THEATRE	ARLINGTON HE	20132874	07/30/2013	11070790-541145	SF	ADVERTISING	\$270.90	0
07/01-07/31/13	JULY SHOWTIMES ADS-THEATRE	ARLINGTON HE	20132874	08/30/2013	11070790-541145	SF	ADVERTISING	\$279.93	0
								550.83	
DIVERSIFIED AUDIO GROUP INC									
471									
FINAL PAYMENT 201 SOUND & LIGHTING-MIP SERIES 2013	ADDISON		20130880	09/08/2013	11070110-577012	SF	MUSIC IN THE PARK	\$8,937.50	0
								8,937.50	
DOUMAK, INC									
99									
1327-17176	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$487.00	0
								487.00	
DRIP DROP PLUMBING INC									
99									
2987-19429	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$50.00	0
								50.00	
DUAL TEMP OF ILLINOIS									
11589									
179643	COMPRESSOR#2 COMPLETE REBUILD	CHICAGO	20132825	07/30/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY & E	\$5,484.95	0
180337	PRESSURE CHECK-COMPRESSOR#1 & 2-	CHICAGO	20132912	08/25/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY & E	\$1,417.50	0
180457	WARM BRINE REFILL- EDGE I	CHICAGO	20132913	08/30/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY & E	\$1,290.68	0
180458	SET BACK RINK CONTROLLER'S	CHICAGO	20132914	08/04/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY & E	\$719.25	0
								8,912.38	
DUPAGE COUNTY RECORDER									
3522									
201308080261	RELEASE OF LIEN CLAIM	WHEATON	20132988	08/28/2013	11010030-541140	FN	LEGAL NOTICES	\$8.00	0
								8.00	

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DUPAGE MATERIALS COMPANY									
11067									
69637MB	ASPHALT	LEMONT	20132925	08/25/2013	51050540-542810	PW	R&M PAVEMENT	\$27.95	0
								27.95	
DUPAGE WATER COMMISSION									
5295									
10112	JULY OPERATON & MAINTENANCE	ELMHURST	20132965	08/30/2013	51050110-545510	PW	DUPG WATER COMM-FIXED EXP	\$16,212.02	0
10112	JULY OPERATON & MAINTENANCE	ELMHURST	20132965	08/30/2013	51050110-545520	PW	DUPG WTR COMM-WATER PURCH	\$200,292.28	0
								216,504.30	
EARTH INCORPORATED									
2798									
108057	TOP SOIL	ITASCA	20132923	08/30/2013	11050440-542110	PW	R&M BUILDING	\$320.00	0
								320.00	
ENGINEERING RESOURCE ASSOCIATES, IN									
613									
130509.02	VARIOUS ENGINEERING & WETLAND-06/2	WARRENVILLE	20132952	08/15/2013	51250520-536510	PW	ENGINEERING SERVICES	\$6,144.15	0
								6,144.15	
ETS INTELLIGENCE, LLC									
809									
E26-11301	BACKGROUND SCREENING SERVICES	SCHAUMBURG	20132955	08/31/2013	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILITY	\$211.00	0
								211.00	
FELLER BUSINESS SOLUTIONS									
4541									
651326-0	OFFICE SUPPLIES-THEATRE	BENSENVILLE	20132881	08/18/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$36.57	0
651326-0	OFFICE SUPPLIES-THEATRE	BENSENVILLE	20132881	08/18/2013	11070790-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$6.74	0
652274-0	OFFICE SUPPLIES-EDGE	BENSENVILLE	20132881	08/29/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$39.82	0
652274-0	OFFICE SUPPLIES-EDGE	BENSENVILLE	20132881	08/29/2013	11070790-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$7.34	0
652388-0	OFFICE SUPPLIES-EDGE & THEATRE	BENSENVILLE	20132881	08/30/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$87.86	0
652388-0	OFFICE SUPPLIES-EDGE & THEATRE	BENSENVILLE	20132881	08/30/2013	11070790-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$16.20	0
652738-0	OFFICE SUPPLIES-EDGE & THEATRE	BENSENVILLE	20132881	09/01/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$70.71	0
652738-0	OFFICE SUPPLIES-EDGE & THEATRE	BENSENVILLE	20132881	09/01/2013	11070790-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$13.03	0
								278.27	
FERAL FIXERS NFP									
13044									
13-7034	TNR PRGM FOR CATS-INV #13-7034	LOMBARD	20132947	08/10/2013	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$44.00	0
13-7312	TNR PRGM FOR CATS-INV #13-7312	LOMBARD	20132948	08/17/2013	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$22.00	0
13-7602	TNR PRGM FOR CATS-INV #13-7602	LOMBARD	20132950	08/24/2013	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$66.00	0
13-7603	TNR PRGM FOR CATS-INV #13-7603	LOMBARD	20132949	08/24/2013	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$22.00	0

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								154.00	
FERRELLGAS									
136									
1077458028	REFILL PROPANE GAS CYLINDERS-EDGE	DENVER	20132847	08/29/2013	11070740-541385	SF	GAS-PROPANE	\$110.40	0
1077458032	REFILL PROPANE GAS CYLINDERS-EDGE	DENVER	20132847	08/29/2013	11070740-541385	SF	GAS-PROPANE	\$42.80	0
1077547528	REFILL PROPANE GAS-EDGE II	DENVER	20132848	09/05/2013	11070740-541385	SF	GAS-PROPANE	\$114.40	0
								267.60	
FGM ARCHITECTS INC									
699									
12-1498.02-9	R-104-12 ARCHITECTURAL SERV.-06/01-01	OAKBROOK	20131144	08/15/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTURE	\$47,355.00	0
								47,355.00	
FULTON TECHNOLOGIES INC									
3925									
U-20130787	ANNUAL MAINTENANCE-01/01-12/31/13	ROSELLE	20132963	09/04/2013	11020190-542510	AD	R&M COMMUNICATIONS SYSTEM	\$2,069.90	0
								2,069.90	
G & K SERVICES									
10180									
1058631414	CLEANING FLOOR MATS-EDGE II	MINNETONKA	20132901	08/21/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$96.16	0
1058631415	CLEANING FLOOR MATS-EDGE I	MINNETONKA	20132901	08/21/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$55.18	0
1058631417	CLEANING FLOOR MATS-THEATRE	MINNETONKA	20132902	08/21/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$45.90	0
1058635092	CLEANING FLOOR MATS-VILLAGE HALL	MINNETONKA	20132765	08/28/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$60.78	0
1058642478	CLEANING FLOOR MATS-VILLAGE HALL	MINNETONKA	20132989	09/11/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$60.78	0
								318.80	
GOLD MEDAL-CHICAGO									
9695									
259116	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/07/2013	11070790-542310	SF	R&M EQUIPMENT	\$129.06	0
259116	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/07/2013	11070790-557810	SF	FOOD ITEMS	\$408.89	0
259537	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/14/2013	11070790-542310	SF	R&M EQUIPMENT	\$92.63	0
259537	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/14/2013	11070790-557810	SF	FOOD ITEMS	\$293.47	0
259668	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/16/2013	11070790-542310	SF	R&M EQUIPMENT	\$18.21	0
259668	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/16/2013	11070790-557810	SF	FOOD ITEMS	\$57.69	0
259868	FOOD ITEMS FOR CONCESSIONS	BENSENVILLE	20132898	08/22/2013	11070785-557810	SF	FOOD ITEMS	\$407.63	0
259970	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/21/2013	11070790-542310	SF	R&M EQUIPMENT	\$146.20	0
259970	FOOD ITEMS & EQUIPMENT-SUNDAE'S	BENSENVILLE	20132899	08/21/2013	11070790-557810	SF	FOOD ITEMS	\$463.20	0
260749	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20132900	09/04/2013	11070790-557810	SF	FOOD ITEMS	\$677.15	0
								2,694.13	
GREAT LAKE THEATRE SERVICE, LTD									
319									

GREAT LAKE THEATRE SERVICE, LTD

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AUGUST 2013	BOOKING MOVIES FEE FOR AUGUST 201: AURORA		20132853	09/02/2013	11070790-541460	SF	BOOKING FEES	\$375.00	0
GREEN HORIZON INC									
811									
30536	TALL GRASS PROGRAM (8 PROPERTIES)	LOMBARD	20132956	09/08/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$400.00	0
HD SUPPLY WATERWORKS, LTD									
12655									
B191526	METERS & SUPPLIES	CHICAGO	20132927	08/10/2013	51050543-554515	PW	WATER METERS	\$2,344.45	0
B267680	3/4X1/8 THICK RUBBER MTR WASHER	CHICAGO	20132975	09/01/2013	51050543-554515	PW	WATER METERS	\$42.79	0
B297722	METER AND SUPPLIES	CHICAGO	20132975	09/01/2013	51050543-554515	PW	WATER METERS	\$2,817.00	0
5,204.24									
HELGET GAS PRODUCTS									
12648									
00693566	MONTHLY RENTAL OF CYLINDERS-THEA`	OMAHA	20130025	08/30/2013	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.00	0
18.00									
HENDRIX INDUSTRIAL GASTRUX INC									
835									
117919	PURCHASE OF VAPOR HOSE 1",FITTING	WAUCONDA	20132865	08/24/2013	11070740-542610	SF	R&M OLYMPIA	\$42.64	0
42.64									
HERSHEY CREAMERY COMPANY									
13115									
INVE0007785281	ICE CREAMD FOR SUNDAE'S TOO	HARRISBURG	20132985	07/28/2013	11070790-557810	SF	FOOD ITEMS	\$285.00	0
INVE0007803359	ICE CREAMD FOR SUNDAE'S TOO	HARRISBURG	20132985	08/04/2013	11070790-557810	SF	FOOD ITEMS	\$836.04	0
INVE0007829309	ICE CREAMD FOR SUNDAE'S TOO	HARRISBURG	20132985	08/11/2013	11070790-557810	SF	FOOD ITEMS	\$404.00	0
INVE0007850775	ICE CREAMD FOR SUNDAE'S TOO	HARRISBURG	20132985	08/18/2013	11070790-557810	SF	FOOD ITEMS	\$522.71	0
INVE0007871888	ICE CREAMD FOR SUNDAE'S TOO	HARRISBURG	20132985	08/25/2013	11070790-557810	SF	FOOD ITEMS	\$684.00	0
INVE0007893264	ICE CREAMD FOR SUNDAE'S TOO	HARRISBURG	20132985	09/01/2013	11070790-557810	SF	FOOD ITEMS	\$399.00	0
3,130.75									
HOME DEPOT CREDIT SERVICES									
7665									
0572153	DEWALT BATTERY 2PK	COLUMBUS	20132939	09/01/2013	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$99.00	0
1089883	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/21/2013	11070740-542310	SF	R&M EQUIPMENT	\$16.68	0
1089883	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/21/2013	11070760-542310	SF	R&M EQUIPMENT	\$12.82	0
1089883	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/21/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$1.51	0
1093813	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/31/2013	11070740-542310	SF	R&M EQUIPMENT	\$19.53	0
1093813	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/31/2013	11070760-542310	SF	R&M EQUIPMENT	\$15.01	0
1093813	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/31/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$1.76	0

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2230165	SOD-REDMOND PK	COLUMBUS	20132890	07/11/2013	11070740-542310	SF	R&M EQUIPMENT	\$8.56	0
2230165	SOD-REDMOND PK	COLUMBUS	20132890	07/11/2013	11070760-542310	SF	R&M EQUIPMENT	\$6.58	0
2230165	SOD-REDMOND PK	COLUMBUS	20132890	07/11/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$0.78	0
6164579	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/16/2013	11070740-542310	SF	R&M EQUIPMENT	\$30.61	0
6164579	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/16/2013	11070760-542310	SF	R&M EQUIPMENT	\$23.53	0
6164579	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/16/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$2.76	0
7080954	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/25/2013	11070740-542310	SF	R&M EQUIPMENT	\$32.68	0
7080954	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/25/2013	11070760-542310	SF	R&M EQUIPMENT	\$25.12	0
7080954	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/25/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$2.95	0
7090279	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	07/11/2013	11070740-542310	SF	R&M EQUIPMENT	\$60.36	0
7090279	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	07/11/2013	11070760-542310	SF	R&M EQUIPMENT	\$46.40	0
7090279	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	07/11/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$5.44	0
7110474	SUPPLIES FOR POOL & EDGE	COLUMBUS	20132891	09/04/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$221.46	0
7110474	SUPPLIES FOR POOL & EDGE	COLUMBUS	20132891	09/04/2013	11070740-542610	SF	R&M OLYMPIA	\$20.91	0
9091855	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/23/2013	11070740-542310	SF	R&M EQUIPMENT	\$8.02	0
9091855	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/23/2013	11070760-542310	SF	R&M EQUIPMENT	\$6.17	0
9091855	MATERIAL & SUPPLIES-REDMOND,EDGE	COLUMBUS	20132890	08/23/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$0.72	0
								669.36	

HYGIENE SOLUTIONS INC

678

13838	TOILET PAPER & HAND TOWELS-EDGE I	MONTGOMERY	20132856	08/15/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$117.00	0
13839	TOILET PAPER & HAND TOWELS-THEATR	MONTGOMERY	20132858	08/15/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$77.00	0
13840	TOILET PAPER & HAND TOWELS-EDGE II	MONTGOMERY	20132856	08/15/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$502.00	0
13842	CLEANING SUPPLIES-REDMOND PARK	MONTGOMERY	20132857	08/15/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$40.00	0
13889	AUTO FRESH & PEEPPOD SERVICE-THEA	MONTGOMERY	20132861	08/31/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$29.00	0
13909	(2)PEEPOD SERVICE-AUG.-REDMOND	MONTGOMERY	20132860	08/31/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$15.00	0
13910	AUTO FRESH & PEEPPOD SERVICE-AUG.-E	MONTGOMERY	20132859	08/31/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$92.50	0
13911	AUTO FRESH & PEEPPOD SERVICE-AUG. E	MONTGOMERY	20132859	08/31/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$371.00	0
13981	AUTOFRESH PRODUCT, PEEPPOD SERV	MONTGOMERY	20130113	08/31/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$43.00	0
								1,286.50	

ICEMANN ARENA SERVICES

11355

1153	BUSHING FOR OLYMPIA-EDGE II	NORTHBROOK	20132911	08/01/2013	11070740-542610	SF	R&M OLYMPIA	\$228.25	0
								228.25	

ILLINI POWER PRODUCTS

5282

SW0001875	VACTOR REPAIR	CAROL STREAM	20132964	09/06/2013	51050540-542410	PW	R&M VEHICLES	\$4,180.44	0
								4,180.44	

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ILLINOIS CAFE & SERVICE COMPANY									
99									
3200-24534	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$200.00 200.00	0
ILLINOIS DEPARTMENT OF REVENUE									
11498									
JULY 2013	SALES TAX PAYABLE JULY 2013-IBT 1174	SPRINGFIELD		09/06/2013	11000000-265010	FN	SALES TAX PAYABLE	\$78.00	9002752
JULY 2013	SALES TAX PAYABLE JULY 2013-IBT 1174	SPRINGFIELD		09/06/2013	11000000-265010	FN	SALES TAX PAYABLE	\$1,535.00	9002752
JULY 2013	SALES TAX PAYABLE JULY 2013-IBT 1174	SPRINGFIELD		09/06/2013	11000000-437295	FN	MISC REVENUE-REDMOND	\$-28.00	9002752
								1,585.00	
ILLINOIS STATE POLICE									
5487									
L47765989	LL STATE BACKGROUND CHECK-REBECC	SPRINGFIELD	20132966	09/12/2013	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$79.00 79.00	0
INTEGRYS ENERGY SERVICES INC									
13016									
763464-5-0613	SERVICE FROM 06/03-07/02/13-WS JOHN : GREEN BAY		20132916	08/04/2013	11070720-541370	SF	ELECTRICITY	\$1,497.65	0
763464-5-0713	SERVICE FROM 07/02-08/01/13-WS JOHN : GREEN BAY		20132917	09/01/2013	11070720-541370	SF	ELECTRICITY	\$1,399.55	0
								2,897.20	
JIM & BECKY'S HORSE & CARRIAGE									
9497									
FINAL PAYMENT 201 CARRIAGE SERVICE- MIP 2013	PEOTONE		20131204	09/08/2013	11070110-577012	SF	MUSIC IN THE PARK	\$3,712.50 3,712.50	0
KOCOLOWSKI, JOHN J									
99									
3582-202070	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00 80.00	0
KSR SIDING & ROOFING INC									
99									
3655-26528	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00 80.00	0
LARRY ROESCH FAMILY AUTO GROUP									
6784									
JUNE 2013	VW SALES TAX REBATE JUNE, 2013	BENSENVILLE	20132817	08/18/2013	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$5,739.00 5,739.00	0
LINDHOLM ROOFING INC									
99									
3558-13045	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0

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								80.00	
LISA ECKERT DESIGN									
787									
VOB2013-56	SUMMER NEWSLETTER	ARLINGTON HE	20132954	09/11/2013	11020170-572171	AD	NEWSLETTER	\$5,732.00	0
								5,732.00	
MAHER LUMBER HARDWARE									
2912									
1307-796397	SUPPLIES-BRISTLE BRUSH,HANSON REC	WOOD DALE	20132932	08/29/2013	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$27.07	0
1308-796840	SUPPLIES-BTR PINE	WOOD DALE	20132932	09/01/2013	11050420-542810	PW	R & M PAVEMENT	\$40.77	0
								67.84	
MALDONADO, FIDEL									
99									
3198-205921	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
MCMASTER-CARR									
5445									
56258552	MATERIAL-POOL PUMP & OLYMPIA	CHICAGO	20132883	08/25/2013	11070760-542310	SF	R&M EQUIPMENT	\$221.47	0
56258552	MATERIAL-POOL PUMP & OLYMPIA	CHICAGO	20132883	08/25/2013	11070740-542610	SF	R&M OLYMPIA	\$117.87	0
56258613	MATERIAL-POOL PUMP & OLYMPIA	CHICAGO	20132883	08/25/2013	11070760-542310	SF	R&M EQUIPMENT	\$21.18	0
56258613	MATERIAL-POOL PUMP & OLYMPIA	CHICAGO	20132883	08/25/2013	11070740-542610	SF	R&M OLYMPIA	\$11.28	0
56647296	MATERIAL-POOL PUMP & OLYMPIA	CHICAGO	20132883	08/31/2013	11070760-542310	SF	R&M EQUIPMENT	\$129.15	0
56647296	MATERIAL-POOL PUMP & OLYMPIA	CHICAGO	20132883	08/31/2013	11070740-542610	SF	R&M OLYMPIA	\$68.73	0
								569.68	
MEADE ELECTRIC COMPANY INC									
12050									
660207	R-45-2011 TRAFFIC SIGNAL MAINT	MCCOOK	20130456	08/30/2013	11050421-542820	PW	R&M TRAFFIC SIGNALS	\$1,057.80	0
								1,057.80	
MIDWEST PARKER SERVICES INC									
108									
632	REPAIR DOORS LOCKS-EDGE I & II	AURORA	20132846	08/12/2013	11070740-542310	SF	R&M EQUIPMENT	\$59.00	0
633	REPAIR DOORS LOCKS-EDGE I & II	AURORA	20132846	08/12/2013	11070740-542310	SF	R&M EQUIPMENT	\$345.00	0
634	REPAIR DOORS & LOCKS-EDGE I & II	AURORA	20132846	08/22/2013	11070740-542310	SF	R&M EQUIPMENT	\$140.00	0
								544.00	
MILLER INDUSTRIAL									
6509									
565933	WATER DISTILLED	ELK GROVE VIL	20132936	08/28/2013	51050110-542110	PW	R&M BUILDINGS	\$4.98	0
566043	MATERIAL-ANOD ALUM ANG- REDMOND I	ELK GROVE VIL	20132885	08/28/2013	11070720-542310	SF	R & M EQUIPMENT	\$6.79	0
566150	BARB HOSE,HIPLE,TUBING VINYL	ELK GROVE VIL	20132936	08/29/2013	51050110-542110	PW	R&M BUILDINGS	\$12.62	0

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566336	MATERIAL-PLUG GRND,CRVD- REDMOND	ELK GROVE VIL	20132885	08/30/2013	11070720-542310	SF	R & M EQUIPMENT	\$19.77	0
566728	ARMR ALL,BRASS COUPL,RUBBER HOSE	ELK GROVE VIL	20132936	09/01/2013	51050110-542110	PW	R&M BUILDINGS	\$38.41	0
566728	ARMR ALL,BRASS COUPL,RUBBER HOSE	ELK GROVE VIL	20132936	09/01/2013	51050540-542410	PW	R&M VEHICLES	\$16.99	0
566729	BLACK COUPLER	ELK GROVE VIL	20132936	09/01/2013	51050110-542110	PW	R&M BUILDINGS	\$7.58	0
566734	LIQUID BLEACH, WINDEX CLEANER	ELK GROVE VIL	20132936	09/01/2013	51050110-542110	PW	R&M BUILDINGS	\$11.47	0
567083	RIVETS-POOL	ELK GROVE VIL	20132886	09/05/2013	11070760-542310	SF	R&M EQUIPMENT	\$6.99	0
567391	KEY DOUBLE CUT	ELK GROVE VIL	20132936	09/06/2013	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$7.47	0
								133.07	
MONTY'S BANQUETS									
5630									
080613	SENIOR'S MONTHLY LUNCHEON-08/06/13	BENSENVILLE	20132842	09/05/2013	11070110-577125	AD	SENIOR CITIZEN PROGRAMS	\$2,450.00	0
								2,450.00	
NICOR									
2673									
0573340000-0613	SERVICE FROM 06/11-07/10/13-SUNDAE'S	AURORA	20132872	08/09/2013	11070790-541370	SF	ELECTRICITY	\$33.62	0
1055780000-0713	SERVICE FROM 06/27-07/26/13-701 W FOS	AURORA	20132930	08/25/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLANT	\$107.76	0
2055780000-0713	SERVICE FROM 06/27-07/26/13-701 W FOS	AURORA	20132930	08/25/2013	51050550-541370	PW	ELECTRICITY/GAS	\$74.94	0
5486340000-0613	SERVICE FROM 06/11-07/10/13-THEATRE	AURORA	20132871	08/09/2013	11070790-541370	SF	ELECTRICITY	\$23.09	0
6143740000-0713	SERVICE FROM 06/28-07/30/13-711 E JEFF	AURORA	20132930	08/25/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PLANT	\$181.42	0
								420.83	
NORRIS, CHAD									
11760									
8-1-2013	SERVICE FROM 08/01-08/07/13-CABLE DE	PORTAGE	20130012	09/06/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$864.00	0
SUMMER B-ROLL	SUMMER B-ROLL FOOTAGE	PORTAGE	20132973	09/01/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNEL	\$216.00	0
								1,080.00	
ONEBEACON INSURANCE									
302									
0AB-009515-01	CLAIMANT-ROAD RANGER LLC	CANTON	20132951	09/01/2013	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILITY	\$13,994.50	0
								13,994.50	
ORANGE CRUSH LLC									
8756									
440022	MOD SURFACE	HILLSIDE	20132942	08/30/2013	51050540-542810	PW	R&M PAVEMENT	\$234.60	0
440315	MOD SURFACE	HILLSIDE	20132942	09/04/2013	51050540-542810	PW	R&M PAVEMENT	\$203.49	0
								438.09	
PADDOCK PUBLICATIONS INC									
7111									
08/08-10/02/13	DAILY HERALD DAILY DELIVERY-08/08-10	CAROL STREAM	20130286	09/07/2013	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$42.00	0
								42.00	

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PARAMOUNT PICTURES									
7130									
	WORLD WAR Z WK# MOVIE RENTAL FEE"WORLD WAR Z" WK# PASADENA		20132888	08/31/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$459.20	0
								459.20	
PEASE, MARIA									
537									
387	TRAINING FUEL/ARSON K-9-#387	UNION	20132944	08/30/2013	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$80.00	0
								80.00	
POWER TECH SYSTEMS INC									
99									
3596-26423	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$250.00	0
								250.00	
PRECISION MECHANICAL INC									
9070									
29204	REPAIR ROOF TOP UNIT-THEATRE	FRANKLIN PARI	20132893	08/01/2013	11070790-542310	SF	R&M EQUIPMENT	\$215.50	0
29235	REPAIR ROOF TOP UNIT-THEATRE	FRANKLIN PARI	20132893	08/08/2013	11070790-542310	SF	R&M EQUIPMENT	\$58.00	0
29272	HVAC SERVICE @ VH	FRANKLIN PARI	20132943	08/24/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,126.00	0
29273	REPAIR DEHUMIDIFIER-EDGE II	FRANKLIN PARI	20132894	08/24/2013	11070740-542110	SF	R & M HVAC	\$255.00	0
29274	REPAIR DEHUMIDIFIER-EDGE I	FRANKLIN PARI	20132894	08/24/2013	11070740-542110	SF	R & M HVAC	\$370.00	0
50782	2/6 DESICCANT WHEEL PAYMENT	FRANKLIN PARI	20132818	08/31/2013	11070740-542310	SF	R&M EQUIPMENT	\$2,866.66	0
								4,891.16	
RICHARD'S CARPET SERVICE									
785									
073013	COVE BASE INSTALLATION PW	DOWNERS GRC	20132929	08/29/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$300.00	0
773013	CARPET PW OFFICE/CONFERENCE RM	DOWNERS GRC	20132634	08/29/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,966.57	0
								2,266.57	
RONCO INDUSTRIAL SUPPLY COMPANY									
58									
1213700-01	CLEANING SUPPLIES-EDGE I & II	BENSENVILLE	20132845	08/01/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$96.20	0
								96.20	
ROSANNE EITERNICK									
409									
	FINAL PAYMENT 201 FACE PAINTING @ MUSIC IN THE PARK	CHICAGO	20131973	09/08/2013	11070110-577012	SF	MUSIC IN THE PARK	\$550.00	0
								550.00	
ROTO-ROOTER SERVICE CO/ADDISON									
99									
3506-24210	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$200.00	0
								200.00	

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RUSSO POWER EQUIPMENT									
8166									
1693235	SUPPLIES-RAZOR,4 SPEED XT	SCHILLER PARI	20132941	08/31/2013	11050440-542110	PW	R&M BUILDING	\$248.97	0
1693236	SUPPLIES-STAR LINE	SCHILLER PARI	20132941	08/31/2013	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$59.98	0
1693489	SUPPLIES-MARKING PAINT	SCHILLER PARI	20132941	08/31/2013	51050540-552615	PW	PAINT	\$144.96	0
1693490	SUPPLIES-MARKING PAINT	SCHILLER PARI	20132941	08/31/2013	51050540-552615	PW	PAINT	\$180.00	0
								633.91	
S & M CAR WASH INC									
2910									
073113	24 CAR WASHES FOR JULY 2013-#0713	BENSENVILLE	20132946	08/30/2013	11040110-542410	PD	R&M VEHICLES	\$72.00	0
								72.00	
SALES, JOHN									
99									
3460-23554	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
SCIANNA, SALVATORE									
99									
3418-310065	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
SHEMIN NURSERIES, INCORPORATED									
2997									
816372	6 STRAW BALE-MUSIC IN THE PARK	ADDISON	20132876	07/26/2013	11070110-577012	SF	MUSIC IN THE PARK	\$33.66	0
								33.66	
SIGN WORKS INCORPORATED									
2999									
62472	LIBERTY PARK SIGNS - REDMOND P	BENSENVILLE	20132960	07/31/2013	11070720-541145	SF	ADVERTISING	\$4,100.00	0
62528	SIGN FOR LIBERTY FEST	BENSENVILLE	20132877	08/02/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIONS	\$50.18	0
62528	SIGN FOR LIBERTY FEST	BENSENVILLE	20132877	08/02/2013	11070110-577013	SF	LIBERTY FEST	\$14.82	0
62776	SIGN FOR EDGE-"LOOK BOTH WAYS"	BENSENVILLE	20132877	08/28/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIONS	\$169.82	0
62776	SIGN FOR EDGE-"LOOK BOTH WAYS"	BENSENVILLE	20132877	08/28/2013	11070110-577013	SF	LIBERTY FEST	\$50.18	0
								4,385.00	
SKY-HIGH ROOFING & REMODELING									
99									
3576-26368	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
SLY-HIGH ROOFING & REMODELING									
99									
3653-26368	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0

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								80.00	
SONY PICTURES ENTERTAINMENT									
6524									
WHITE HOUSE DOW MOVIE RENTAL"WHITE HOUSE DOWN" W	DALLAS		20132967	09/01/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$358.40	0
								358.40	
SPORTSFIELDS, INC									
12630									
213612	DURAPLAY 40#,LINE MARKER CHALK-REI	BLUE ISLAND	20132915	08/31/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATONS	\$678.30	0
								678.30	
STANDARD EQUIPMENT CO.									
4236									
C85734	PARTS-SB/21WIRE BLU 4 SEC902B	CHICAGO	20132730	08/30/2013	11050420-542410	PW	R & M VEHICLES	\$229.62	0
C85735	PARTS-VACALL 3 SECTION	CHICAGO	20132730	08/30/2013	11050420-542410	PW	R & M VEHICLES	\$233.25	0
								462.87	
STASIK, DARIUSZ									
99									
3363-13621	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
STAT PADS LLC									
164									
65216	ANNUAL RENEWAL STAT PADS-AED	BOISE	20132849	08/31/2013	11070760-549990	SF	OTHER CONTRACTUAL SERVICE	\$125.00	0
								125.00	
STATE CHEMICAL MANUFACTURING CO.									
8034									
96331146	CLEANING SUPPLIES-EDGE I & II	CLEVELAND	20132892	08/21/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$110.48	0
								110.48	
STATE FARM INSURANCE COMPANY									
143									
LF-2096-3150-2013	INSURANCE POLICY RENEWAL-MIKE CAS	DALLAS		08/26/2013	11020110-512353	AD	LIFE INSURANCE VM	\$3,900.00	139401
								3,900.00	
STRAND ASSOCIATES INC									
526									
0098796	R-82-12DESIGN ENG WWTP UPGRADE	MADISON	20130487	08/10/2013	51080870-596000	PW	CAPITAL CONSTRUCTION	\$98,000.00	0
								98,000.00	
SUBURBAN LABORATORIES INC.									
3008									
29664	PRETREATMENT-DOUMAK	HILLSIDE	20132679	08/28/2013	51050540-552520	PW	WATER MAIN PARTS	\$448.33	0

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29730	PRETREATMENT-KERRY GROUP	HILLSIDE	20132679	08/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$569.68	0
29813	PRETREATMENT-DOUMAK	HILLSIDE	20132679	08/30/2013	51050540-552520	PW	WATER MAIN PARTS	\$569.68	0
29814	PRETREATMENT-EXCELL ELECTRONICS	HILLSIDE	20132679	08/30/2013	51050540-552520	PW	WATER MAIN PARTS	\$826.54	0
29815	PRETREATMENT-PIE PIPER	HILLSIDE	20132679	08/30/2013	51050540-552520	PW	WATER MAIN PARTS	\$99.25	0
29836	COLIFORM TESTING	HILLSIDE	20131580	08/30/2013	51050550-543510	PW	LABORATORY TESTING	\$50.00	0
29908	PRETREATMENT-CHICAGO CIRCUITS CO	HILLSIDE	20132679	08/31/2013	51050540-552520	PW	WATER MAIN PARTS	\$144.11	0
29909	PRETREATMENT-PIE PIPER	HILLSIDE	20132679	08/31/2013	51050540-552520	PW	WATER MAIN PARTS	\$569.68	0
29919	PRETREATMENT-COATINGS APPLICATIO	HILLSIDE	20132679	09/01/2013	51050540-552520	PW	WATER MAIN PARTS	\$144.11	0
29929	PRETREATMENT-ALLOYWELD INSPECTIC	HILLSIDE	20132679	09/01/2013	51050540-552520	PW	WATER MAIN PARTS	\$826.54	0
29930	PRETREATMENT-GENERAL ELECTRO	HILLSIDE	20132679	09/01/2013	51050540-552520	PW	WATER MAIN PARTS	\$826.54	0
								5,074.46	
SUPERIOR BEVERAGE INC									
745									
626237	(10)CS OF NESQUIK-CONCESSIONS	MONTGOMERY	20132862	08/23/2013	11070785-557810	SF	FOOD ITEMS	\$156.00	0
								156.00	
TECH, BELMONT									
99									
3571-11429	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$250.00	0
								250.00	
TEE JAY SERVICE									
9264									
113230	REPAIR EXTERIOR EAST SLIDING DOOR- BATAVIA		20132895	08/21/2013	11070740-542310	SF	R&M EQUIPMENT	\$150.00	0
								150.00	
TERMINAL SUPPLY CO									
10895									
47508-00	PURCHASE OF SWITCH-SNAP ON TRUCK	TROY	20132903	08/28/2013	11070720-542310	SF	R & M EQUIPMENT	\$40.42	0
								40.42	
TERRACE SUPPLY COMPANY									
3012									
00928931	MONTHLY CYLINDER RENTAL WELDING (	ITASCA	20130128	08/30/2013	11050490-542310	PW	R&M EQUIPMENT	\$18.60	0
00928931	MONTHLY CYLINDER RENTAL WELDING (	ITASCA	20130128	08/30/2013	11050420-542410	PW	R & M VEHICLES	\$18.60	0
00928931	MONTHLY CYLINDER RENTAL WELDING (	ITASCA	20130128	08/30/2013	51050540-542410	PW	R&M VEHICLES	\$18.60	0
								55.80	
THE LIFEGUARD STORE									
11331									
INV155357	(25)SWIMMING ECO BELLS- POOL	NORMAL	20132910	08/07/2013	11070760-521510	SF	TRAINING PROGRAMS/SESSIONS	\$339.50	0
INV158484	DAKTRONICS LANE MODULE-POOL	NORMAL	20132909	08/22/2013	11070760-592000	SF	CAPITAL OUTLAY - FURNITURE/FIX	\$1,620.00	0
								1,959.50	

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THE SIN BIN HOCKEY SHOP, INC.									
675									
10011	THEFT OF BLACK HOCKEY PUCKS -	BENSENVILLE	20132953	08/31/2013	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILITY	\$90.00 90.00	0
THE VAC SHOP NORTH, INC									
574									
324436	VACUUM PARTS FOR THEATRE	CHICAGO	20132855	08/31/2013	11070790-542310	SF	R&M EQUIPMENT	\$114.74 114.74	0
THOMPSON RENTAL STATION, INC.									
3016									
494473-3	RENTAL TABLES & CHAIRS-LIBERTY FES	BENSENVILLE	20132240	08/05/2013	11070110-577013	SF	LIBERTY FEST	\$832.90	0
494539-1	KEYS-FOR NEW POLICE BLDG	BENSENVILLE	20132934	08/31/2013	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTURE	\$45.00	0
495838-1	RENTAL OF BIT,DIG-R-TACH 24X42	BENSENVILLE	20132878	07/28/2013	11070720-542310	SF	R & M EQUIPMENT	\$23.00	0
495888-1	RENTAL OF TRENCHER & BOBCAT	BENSENVILLE	20132880	07/28/2013	11070720-542310	SF	R & M EQUIPMENT	\$115.00	0
496478-1	EQUIPMENT RENTAL-COMPACTOR PLATI	BENSENVILLE	20132933	08/08/2013	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$155.46	0
497896-1	RENTAL OF PUMP- AQUATIC CENTER	BENSENVILLE	20132879	09/05/2013	11070760-542310	SF	R&M EQUIPMENT	\$148.00	0
497942-1	EQUIPMENT RENTAL-COMPACTOR PLATI	BENSENVILLE	20132933	09/06/2013	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$44.00	0
498031-1	REFILL PROPANE GAS-CONCESSIONS	BENSENVILLE	20132961	09/07/2013	11070785-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.75	0
								1,382.11	
THORSEN, GARY									
11545									
081313	REIMB-ICE STUDS & VERTEX STANDARD	BENSENVILLE	20132972	09/12/2013	11070720-542310	SF	R & M EQUIPMENT	\$661.41 661.41	0
THYSSENKRUPP ELEVATOR									
11047									
3000674777	ELEVATOR MAINTENANCE-EDGE II	ATLANTA	20132904	08/31/2013	11070740-542310	SF	R&M EQUIPMENT	\$733.57 733.57	0
TIM SLOTH									
533									
081313	REIMB-PER DIEM	GURNEE		09/12/2013	11030110-522110	FN	EXPENSE REIMBURSEMENT	\$498.80 498.80	139402
TISON, ROY									
99									
3187-204792	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$40.00 40.00	0
TOD BEAN									
9									
608 GREEN	REIMB-OVERHEAD SEWER PROGRAM			09/08/2013	51080870-596000	CD	CAPITAL CONSTRUCTION	\$7,500.00	0

EXPENDITURE APPROVAL LIST

Page 19 of 20

FOR CHECKS DATED: 8/20/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								7,500.00	
TWENTIETH CENTURY FOX FILM CORP									
6485									
THE INTERSHIP WK# MOVIE RENTAL FEE-THE INTERNSHIP Wk	CHICAGO		20132884	08/17/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
								250.00	
UNIFIED TELECOM, INC									
767									
112316	SCADA LINE DOWN-07/26 & 07/29	LAKE ZURICH	20132835	08/30/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRED)	\$380.00	0
112331	POINT TO POINT DOWN-PW AND WWT	LAKE ZURICH	20132834	08/30/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRED)	\$60.00	0
112332	FIBER LINE DOWN AT WASTE WATER-07/	LAKE ZURICH	20132837	08/30/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRED)	\$1,570.00	0
112336	POINT TO POINT DOWN-WWT AND PW	LAKE ZURICH	20132836	09/04/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRED)	\$60.00	0
112338	CHANGED EXT 3469 TO JULIAN WILSON	LAKE ZURICH	20132838	09/04/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRED)	\$60.00	0
								2,130.00	
UNITED WATER NACO LLC									
13205									
201318535	R-6-2012 WWTF OPERATION FIXED-08/01-	HARRINGTON F	20130346	08/31/2013	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$108,673.46	0
								108,673.46	
VISUAL IMAGE PHOTOGRAPHY, INC									
782									
1068	(6)ADDITIONAL PLAQUES- POOL	CEDARBURG	20132863	08/07/2013	11070760-521510	SF	TRAINING PROGRAMS/SESSIONS	\$96.00	0
								96.00	
WARNER BROTHERS DISTRIBUTING									
6503									
GREAT GATSBY WK# MOVIE RENTAL FEE"THE GREAT GATSBY	TOLUCA LAKE		20132660	08/18/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$278.60	0
								278.60	
WESTMORE SUPPLY CO INC									
596									
R79196	CONCRETE	LOMBARD	20132928	08/10/2013	11050420-542810	PW	R & M PAVEMENT	\$860.00	0
R79443	CONCRETE	LOMBARD	20132928	08/22/2013	11050420-542810	PW	R & M PAVEMENT	\$570.00	0
								1,430.00	
WILLIAMS, KEVIN D									
99									
2419-311918	BOND REFUND			09/08/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD ROW	\$80.00	0
								80.00	
ZIEBELL WATER SERVICE									
3045									
221180-000	WATERMAIN PARTS-N CURB STOP,COMF	ELK GROVE VIL	20132159	08/18/2013	51050540-552520	PW	WATER MAIN PARTS	\$910.60	0
221253-000	WATERMAIN PARTS-GASKET, SSB TAPT I	ELK GROVE VIL	20132159	08/24/2013	51050540-552520	PW	WATER MAIN PARTS	\$130.50	0

EXPENDITURE APPROVAL LIST**FOR CHECKS DATED: 8/20/2013**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
221296-000	WATERMAIN PARTS-2.5" NOZ. GSkt	ELK GROVE VIL	20132159	08/28/2013	51050540-552520	PW	WATER MAIN PARTS	\$30.00 1,071.10	0

CHECK TOTAL: **680,539.12**WIRE/MANUAL TOTAL: **7,938.52**EXPENDITURE TOTAL: **688,477.64**

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic
Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance granting a Variance to reduce the required parking from 24 to 0 for the property located at 202 W. Irving Park Road (P&J Discount Cigarette Center Building), resulting from the IDOT acquisition for the Irving Park and York Road grade separation project.

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:

CEDC - Approved (5-0)

DATE:

August 13, 2013

BACKGROUND:

The subject property is located at the southwest corner of Irving Park Road and Addison Street. There has been a commercial building on the property for decades, currently anchored by P&J Discount Cigarettes. With the imminent expansion of the Irving Park Road right - of - way, the on-site parking is being eliminated. Currently there are 11 head-in parking spaces along the eastern property line within the Addison Street right-of-way, although these spaces do not count toward the property's parking requirement since they are not on private property.

KEY ISSUES:

As in all variance requests the Village shall find that the approval criteria are met. The criteria include special circumstances, hardship or practical difficulties, circumstances relate to the specific property and not others in the same zoning district, not as a result of action taken by the applicant, preservation of a property right, the variance is necessary for the use of the property, the variance if approved will not alter the local character, it is consistent with local plans and it is the minimum variance needed.

The staff believes these criteria have been met. Currently the site only has 4 off-street parking spaces, which are being removed by circumstances beyond the applicant's control. Without this variance, the current use would cease to exist. The CDC adopted Findings of Fact supporting the requests adherence to these approval criteria.

ALTERNATIVES:

1. Approval of the variance with conditions.
2. Remand the request to the CDC.
3. Committee discretion.

RECOMMENDATION:

The staff respectfully recommends approval of the variance with the conditions found in the staff report. At their May 13, 2013 public hearing the CDC unanimously (7-0) recommended that the President and Village Board of Trustees approve the variance request with the condition that a site/landscape plan be submitted. The plan has now been submitted and approved by the CED staff.

The CEDC approved the variance (vote 5-0) at the August 13, 2013 meeting. As of the date of this item the Ordinance is not yet available. We anticipate the Ordinance to be added on Friday, August 16, 2013.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Motion approving the variance request with the conditions recommended by the municipal staff and CDC.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial Photograph and Zoning Map	8/2/2013	Backup Material
Conditions of approval	8/15/2013	Backup Material
CDC Application	8/2/2013	Backup Material
Staff Report and Recommendation	8/2/2013	Backup Material
Plans 202 W Irving Park Road	8/2/2013	Backup Material
CDC Minutes	8/2/2013	Backup Material

CDC#2013 – 10 202 Wets Irving Park Road
Irving 202 Inc.
Variance, parking

N

Village of Bensenville

202 W Irving Park Rd

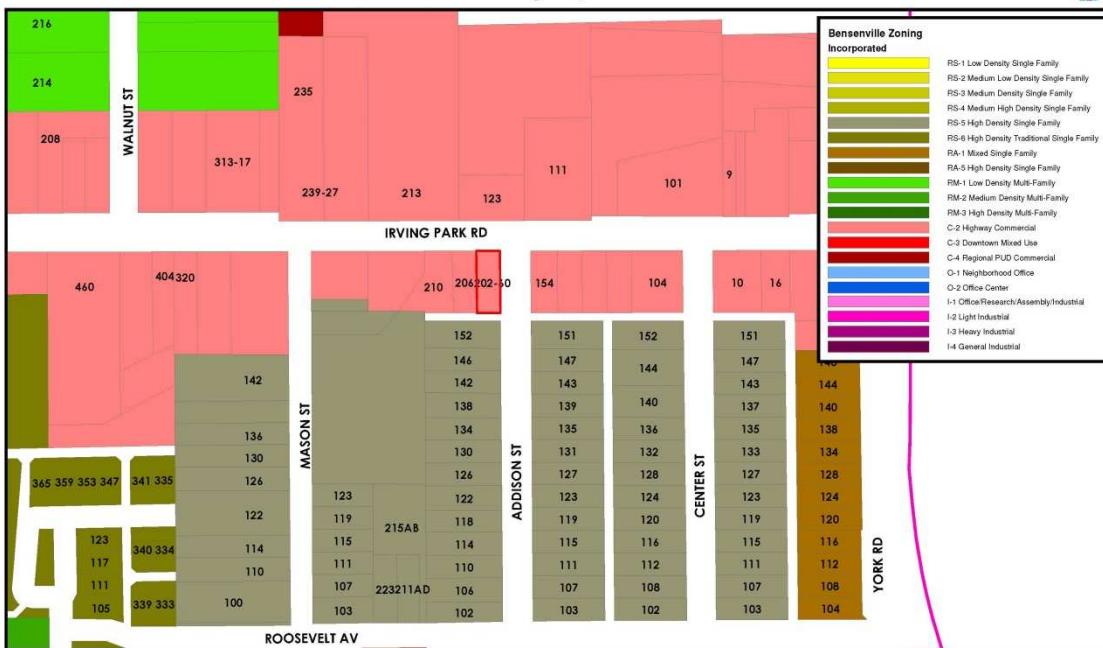
B



N

Village of Bensenville
Zoning Map

B



618 West Green Street
Anna & Mario Kovacevic
Variance; Fence

Conditions of Approval

1. A copy of the variance Ordinance shall be kept upon the property at all times.
2. The fence shall be constructed in compliance with the plans submitted as part of this variance application, except as revised by the Village.
3. The fence shall be setback from the western property line a minimum of 5.3 feet to provide an area for landscaping.
4. The applicant shall submit a landscape plan as part of the fence permit. The landscape plan will be reviewed and approved along with the fencing and the landscape will be a required part of the construction project.
5. The fence location shall be modified so as not to interfere with the vision clearance triangle.

RECEIVED

For Office Use Only

Date of Submission: **4-08-13** MUNIS Account #:CDC Case #: **Z013-10**

3311

APR - 8 2013

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMISSION
APPLICATION****COMMUNITY DEVELOPMENT**Development Name/Location: **202 Irving Park Rd.**Property Identification Number(s) (PIN): **03 - 14 - 211 - 006 - 0000****A. OWNER:****Irving 202, Inc. an Illinois Corporation**Name **Irving 202, Inc. an Illinois Corporation** Corporation (if applicable)Street **202 Irving Park Rd**

Street

City **Bensenville**State **IL**Zip Code **60106**Contact Person **Paul A. Kolpak**Telephone Number & Email Address **(847) 647-0336****kolplern@sbcglobal.net**

Telephone Number & Email Address

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

Owner Signature: _____ Date: _____

B. APPLICANT:**Irving 202, Inc. an Illinois Corporation**Name **Irving 202, Inc. an Illinois Corporation** Corporation (if applicable)Street **202 Irving Park Rd**

Street

City **Bensenville**State **IL**Zip Code **60106**Contact Person **Paul A. Kolpak**Telephone Number & Email Address **(847) 647-0336****kolplern@sbcglobal.net**

Telephone Number & Email Address

Relationship of Applicant to subject property

Applicant Signature **Long Y. Ki**Date: **4/8/13****C. ACTION REQUESTED (Check applicable):**

- Annexation
- Variance
- Site Plan
- Master Sign Plan
- Preliminary Planned Unit Development*
- Final Planned Unit Development*
- Preliminary Plat of Subdivision
- Final Plat of Subdivision
- Conditional Use Permit
- Rezoning (Map Amendment)

*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- Affidavit of Ownership (original, signed)
- Application (2 initial copies)
- Approval Criteria (2 initial copies)
- Review Fee
- Escrow agreement and deposit
- Legal Description
- Plat of Survey (2 initial copies)
- Site Plan (5 initial copies)
- Building Plans & Elevations (5 initial copies)
- Landscape Plan (5 initial copies)
- Digital Submission of all application materials (CD)

Brief Description of Request(s)

Applicant requests a variation from the required 24 parking spaces to that of zero (0).

The property originally contained parking spaces, and after the widening Irving

Park Road by the Illinois Department of Transportation, there will not be space
for any parking on site.

D. PROJECT DATA:

1. General description of the site: _____

2. Acreage of the site: 54.97x150 = 8245 sq. ft. Building Size (if applicable): 5,760 feet

3. Is this property within the Village limits? (Check applicable below)

Yes

No, requesting annexation

No, it is under review by another governmental agency and requires review due to 1.5 mile
jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans)

5. Character of the site and surrounding area:

Zoning	Existing Land Use	Jurisdiction
--------	-------------------	--------------

Site:	<u>C-2 Highway Commercial</u>	<u>Bensenville</u>
-------	-------------------------------	--------------------

North:	<u>C-2 Highway Commercial</u>	<u>Bensenville</u>
--------	-------------------------------	--------------------

East:	<u>C-2 Highway Commercial</u>	<u>Bensenville</u>
-------	-------------------------------	--------------------

South:	<u>RS5 High Density Single Family</u>	<u>Bensenville</u>
--------	---------------------------------------	--------------------

West:	<u>C-2 Highway Commercial</u>	<u>Bensenville</u>
-------	-------------------------------	--------------------

E. APPROVAL CRITERIA:

1. Select the "Approval Criteria" from the list(s) pertaining to the applicant's request(s).
2. The applicant must compose a letter describing the specific request(s) and how the request(s) specifically meets the individual criteria from the list. The CDC will be unable to approve a request without a comprehensive response for the "Approval Criteria."

F. DEVELOPER'S STAFF:

ARCHITECT

Name: _____

Telephone: _____

Email: _____

ENGINEER:

Name: _____

Telephone: _____

Email: _____

ATTORNEY

Name: Paul A. Kolpak

Telephone: 847-647-0336

Email: kolplern@sbcglobal.net

OTHER

Name: _____

Telephone: _____

Email: _____

Brief Description of Request – 202 Irving Park Road

Applicant requests a variation from the required 24 parking spaces to that of zero (0). The property originally contained parking spaces, and after the widening of Irving Park by the Illinois Department of Transportation there will not be space for any parking on site.



STAFF REPORT

HEARING DATE: May 13, 2013
CASE #: 2013 - 10
PROPERTY: 202 West Irving Park Road
PROPERTY OWNER: Irving 202 Inc.
APPLICANT: Irving 202 Inc.
BUILDING SIZE: 5,760 Square Feet
SITE ACREAGE: 8,245 Square Feet (0.18 Acres)
PIN NUMBERS: 03 - 14 - 211 - 006
REQUEST: Variance; to reduce the required parking from 24 spaces to zero spaces

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday April 27, 2013. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday April 26, 2013.
3. On Thursday April 25, 2013 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The property in question is located at the southwest corner of Irving Park Road and North Addison Street. The property is improved with a multiple tenant commercial building. The property in question has only five parking spaces on site but will lose those spaces as a result of the Illinois

Department of Transportation (IDOT) "taking" for the widening necessary for the Grade separation of Irving Park and York Roads to take the Canadian Pacific Railroad over Irving Park Road.

SURROUNDING LAND USE:

	Zoning	Comprehensive Plan	Land Use	Jurisdiction
Site	C- 2	Commercial	Commercial	Village of Bensenville
North	C - 2	Commercial	Commercial	Village of Bensenville
East	C - 2	Commercial	Commercial	Village of Bensenville
South	RS - 5	Residential	Single Family Residential	Village of Bensenville
West	C - 2	Commercial	Single Family Residential	Village of Bensenville

DEPARTMENT COMMENTS:

Finance:

1. No comment.

Police:

After reviewing the petition from the police department perspective, one can expect more congestion on Addison Street which will be more of an inconvenience for residents on that block. The business has a high turnover of customers entering and leaving. Therefore, the cars will have to park for short periods of time on Addison Street and in lots for adjoining businesses which is not a preferred option. However, since the business only has about 6 parking spaces presently, the elimination of those spaces will only have a limited new impact in the area. Because of necessity, the recommendation is to approve the petition if the residents on Addison Street do not voice a strong disapproval.

Engineering:

1. No Engineering comments.

Public Works: See Engineering comments above.

Community & Economic Development:

Economic Development

1. The property in question is located in the Midtown/Irving Park Road corridor identified in our recently accepted

"Comprehensive Economic Development Strategy" and the Tax Increment Financing (TIF) District 12.

2. The building has been in continuous retail operation at this location for many years.

Building

1. Perhaps an on street space should be striped as a handicapped accessible space.

Code Compliance

1. General Review Criteria

Requirements met for:	Yes	No	N/A	Comments
Fire Alarm System			X	
Sprinkler System			X	
Hydrant Placement	X			
Change of Use			X	
Fire Lanes			X	
Key Box			X	
Hazardous Chemicals			X	
Walk Through Inspection completed			X	
Other			X	

2. No Fire related issues.

Planning

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

1. The property in question is located at the southwest corner of Irving Park Road and North Addison Street.
2. Prior to the "taking" by IDOT the property has five on-site parking spaces.
3. The existing building setback is 23.39' deep enough to allow for perpendicular parking. After the "taking" there will not be any spaces on the property. The existing building will be approximately 15.40' from the property line, not enough depth for an 18' deep parking space.
4. Currently cars have to back out directly onto West Irving Park Road. This is not a good practice.

5. Providing parallel parking in front of the building is not an acceptable option.
6. After the "taking" the applicant will have the opportunity to create a landscape foundation strip as well as additional landscaped area to enhance the aesthetics of the property and the West Irving Park Road/Midtown corridor.
7. There are parking spaces along the east side of the building within the Addison Street right – of – way and are therefore not counted towards the required parking for the business.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend approval of the Variance without determining that the request meets the following approval criteria and making certain Findings of Fact.

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

There are special circumstances imposed upon the property in question as the State of Illinois through the acquisition of approximately 6.5' for the widening/improvement of West Irving Park Road.

2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

The property acquisition by IDOT creates a hardship for the property. The literal application of the Zoning Ordinance, requiring the provision of 24 on-site parking spaces would result in an unusual and undue hardship for the applicant.

3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The special circumstances relate to the physical character of the land and building location of this property as the existing building size and location do not allow for the provision of the required on-site parking spaces.

- 4. Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

The reduction in the size of the property that necessitates the variance is not due to actions of the owner.

- 5. Preserve Rights Conferred By District:** A variance 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.

The variance is needed for the applicant to enjoy the property and does not confer special privilege on the property.

- 6. Necessary For Use Of 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.

Granting of the requested variance is necessary for the reasonable use of the property rather than simply for an increase in the applicant's economic return.

- 7. Not Alter 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.

Granting of the variance will not alter the local character. Property values, public safety will not be negatively affected should the variance be granted.

8. 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.

Staff believes that the variance to grant a reduction in the required parking is consistent with the Village's Ordinances and plan..

9. 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.

Staff believes that the variance sought is the minimum required for the applicant to gain relief.

Other factors are subject to the Commission's judgment.

Conditional Use Approval Criteria		Meets Criteria	
		Yes	No
1. Special Circumstances		X	
2. Hardship		X	
3. Circumstances relate to the Property		X	
4. Not Resulting from Applicant Actions		X	
5. Preserve Rights Conferred By District		X	
6. Necessary for the Use of the Property		X	
7. Not Alter Local Character		X	
8. Consistent with Title and Plan		X	
9. Minimum Variance Needed		X	

Staff finds all Approval Criteria have been met.

RECOMMENDATIONS:

Staff recommends the approval of the above Findings of Fact and the Variance subject to the following conditions:

1. A copy of the variance Ordinance shall be kept upon the property at all times.
2. The applicant shall submit a landscape plan for the front yard along West Irving Park Road for review and approval by the Community and

Economic Development Department prior to appearing before the Village Board Committee.

Respectfully Submitted,
Department of Community
& Economic Development



A. P. SURVEYING COMPANY, PC.

LICENSE No. 184-003309

2121 PARKVIEW COURT
WILMETTE, ILLINOIS 60091
TEL: (847) 853-0364
FAX: (847) 853-8391
E-MAIL: APSURVEYING@YAHOO.COM

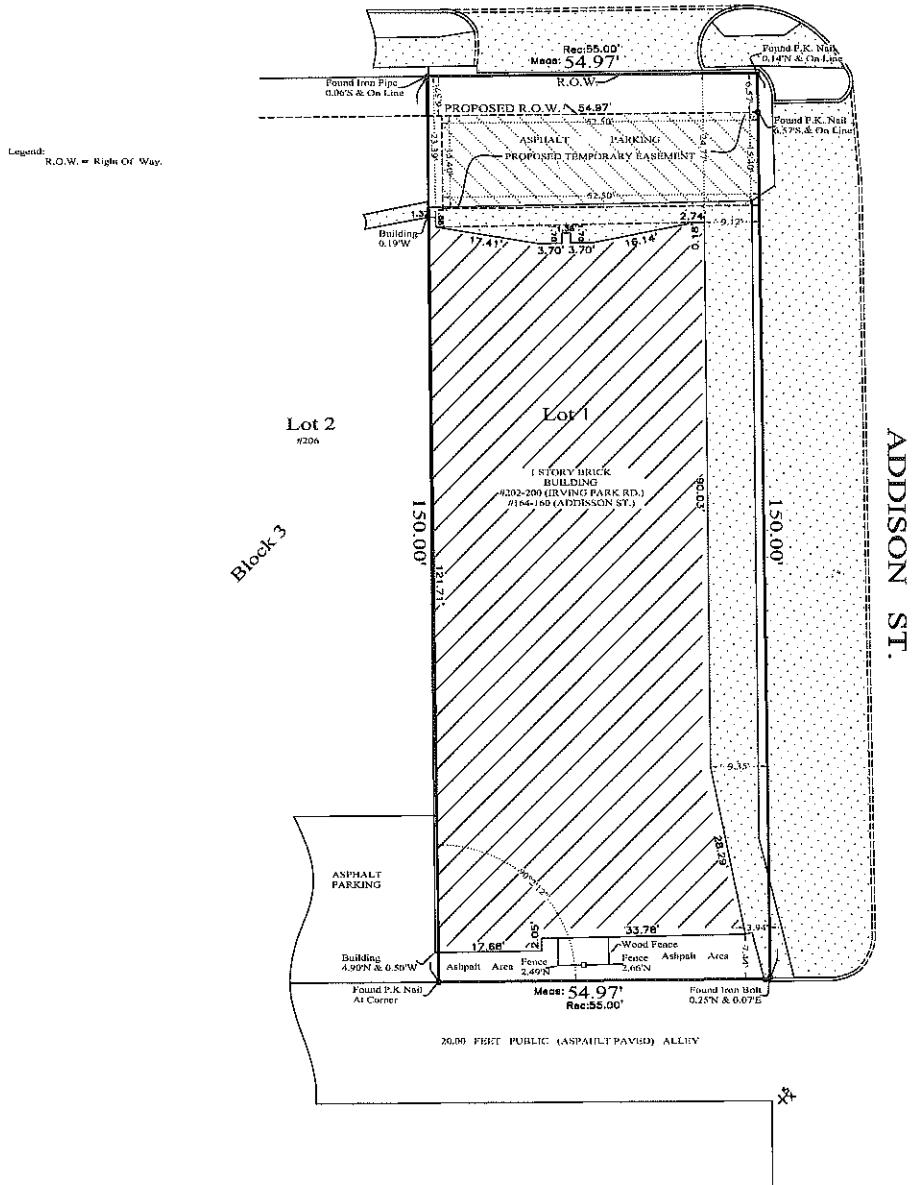
LICENCE NO. 184-003359
PROFESSIONAL DESIGN FIRM - LAND SURVEYING CORPORATION

PLAT OF SURVEY

LOT 1 IN BLOCK 3 OF HOMESTEAD, BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710. IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

COMMONLY KNOWN AS: 200-202 IRVING PARK ROAD,
160-164 ADDISON STREET, BENSENVILLE, ILLINOIS.

IRVING PARK RD.



UNLESS OTHERWISE NOTED HEREON THE BEARING BASIS, ELEVATION DATUM AND COORDINATE SYSTEM IF USED IS ASSUMED.
I HAVE MADE NO INDEPENDENT SEARCH OF THE RECORDS FOR EASEMENTS, ENCUMBRANCES, OWNERSHIP OR ANY OTHER FACT WHICH AN ACCURATE AND CURRENT STATEMENT OF THE PROPERTY COULD BE MADE FOR THIS SURVEY, BUT HAVE RELIED UPON THE INFORMATION SUPPLIED TO ME BY THE OWNER'S REPRESENTATIVE.
I ALSO STATE THAT A TITLE COMMITMENT WAS NOT FURNISHED FOR THIS SURVEY.

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.
Order No. 13-4614
Scale: 1 inch = 20 feet.
Date: January 5, 2013
Ordered by: WON SUN KIM & ASSOCIATES, PC
ATTORNEYS AT LAW

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DISTANCE ARE MARKED IN FEET AND DECIMAL. PART THEREOF.
BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE
THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO
YOUR DEED OR ABSTRACT.
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND
AT ONCE REPORT ANY DIFFERENCE.

State of Illinois ss.
County of Cook

We, A. P. SURVEYING COMPANY, PC. do hereby certify that we have surveyed the above described property and that, to the best of our knowledge, the plat herein drawn is an accurate representation of said survey.

Hyatt F. Donahue



NORTH

A. P. SURVEYING COMPANY, PC.

LICENSE No. 184-003309

PROFESSIONAL DESIGN FIRM - LAND SURVEYING CORPORATION

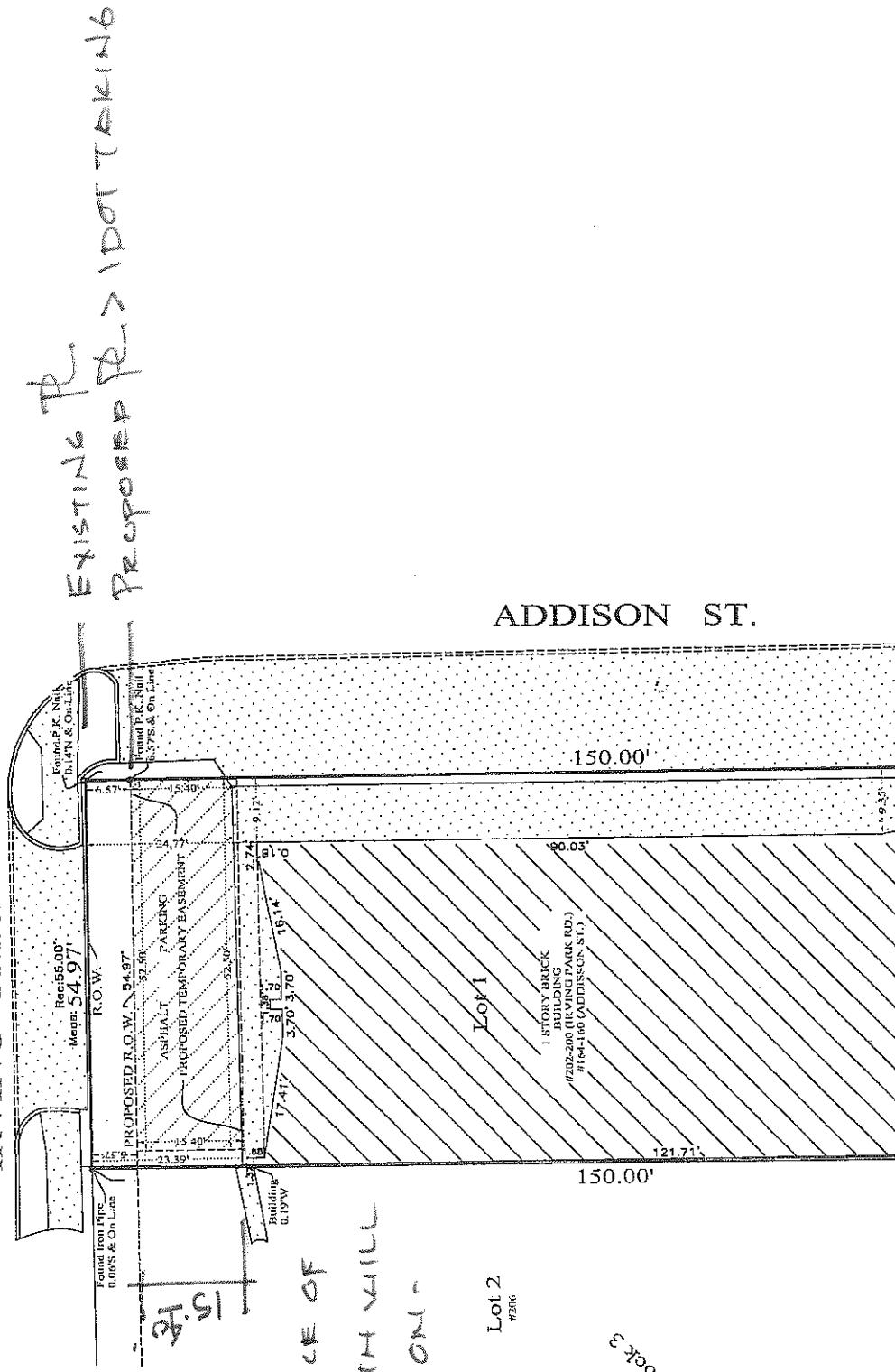
PLOT OF SURVEY

OF

LOT 1 IN BLOCK 3 OF HOMESTEAD, BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710, IN DUPAGE COUNTY, ILLINOIS, SITUATED IN THE COUNTY OF DUPAGE AND STATE OF ILLINOIS.

COMMONLY KNOWN AS: 200-202 IRVING PARK ROAD,
160-164 ADDISON STREET, BENSENVILLE, ILLINOIS.

IRVING PARK RD.



Legend: R.O.W. = Right of Way

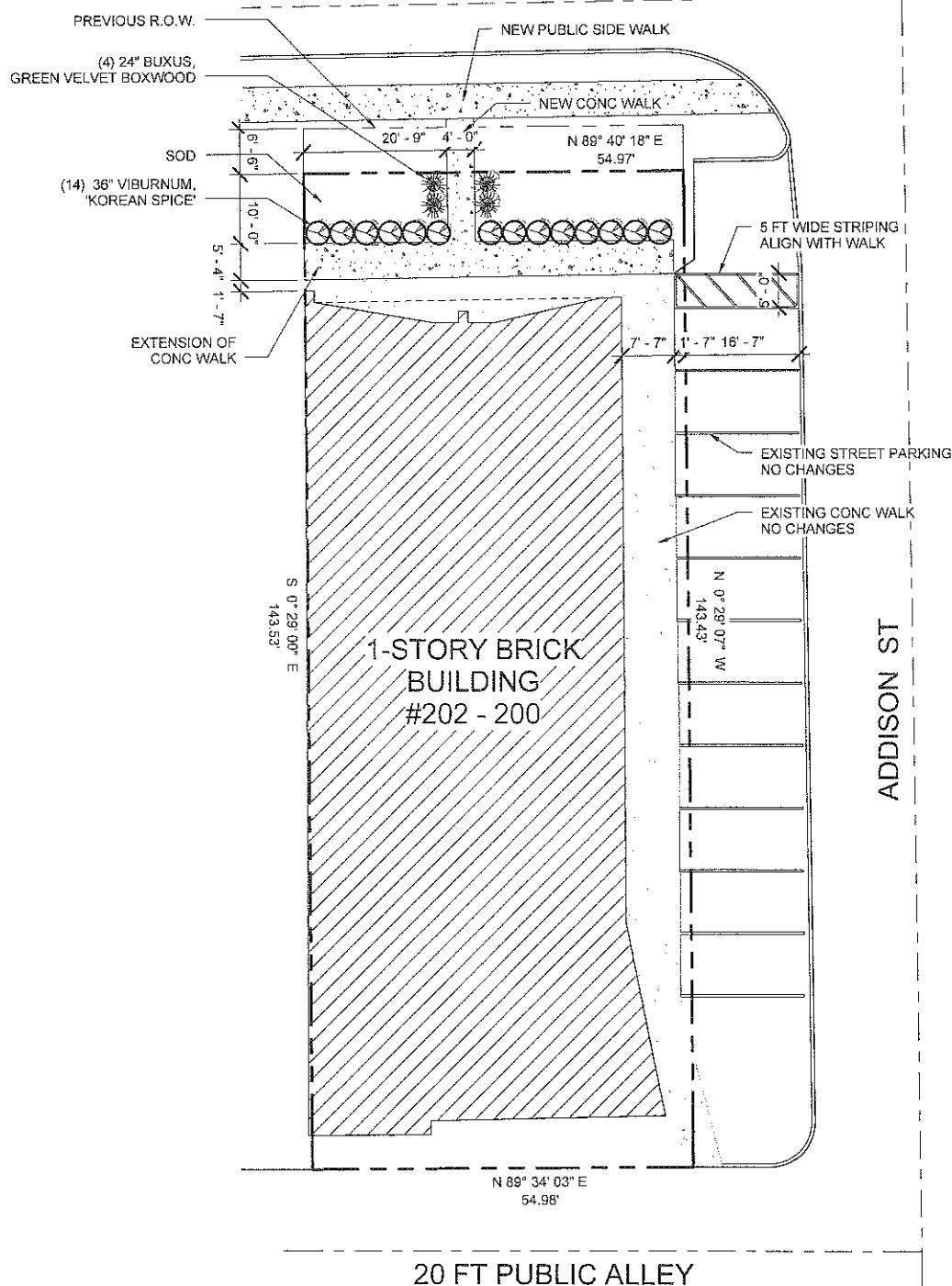
△ corner space of
164-160 (Addison St.)

Lot 2
#164-160

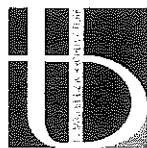
Lot 1

2121 PARKVIEW COURT
WILMETTE, ILLINOIS 60091
TEL: (847) 853-8364
FAX: (847) 853-9391
E-MAIL: APSURVEYING@YAHOO.COM

IRVING PARK RD



① LANDSCAPE PLAN
1/16" = 1'-0"



211 S Maple Ln
Prospect Hts, IL

p 847.670.4562
f 866.445.2232
thomas@thomasarch.com

202 W IRVING PARK, BENSENVILLE, IL

13064

06/25/13

X-1

Community Development Commission Meeting Minutes

May 13, 2013

Page 1

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

May 13, 2013

OATH OF OFFICE: Deputy Village Clerk, Corey Williamsen, conducted an Oath of Office for re-appointed Chairman Moruzzi and newly appointed Commissioners Caira and Rodriguez.

CALL TO ORDER: The meeting was called to order by Chairman Moruzzi at 6:30p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe, Weldon
Absent: None
A quorum was present.

Public Meeting: CDC Case Number 2013-10

Petitioner: Irving 202, Inc.

Location: 202 W. Irving Park Road

Request: Variance; Reduction in Parking Spaces

Motion: Commissioner Weldon made a motion to open CDC Case No. 2013-10. Commissioner Rowe seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe, Weldon
Absent: None
A quorum was present.

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2013-10 at 6:32 p.m.

Director of Community & Economic Development, Scott Viger and Assistant Director of Community & Economic Development, Mark Rysavy, were sworn in by Chairman Moruzzi.

Director of Community & Economic Development, Scott Viger, stated a legal notice was published in the Daily Herald on April 29, 2013 and that a certified copy of the legal notice is maintained in the CDC file and available for viewing. Mr. Viger also stated that Village Staff posted a notice of the Public Hearing sign on the property on April 26, 2013. Mr. Viger stated on April 25, 2013

Village Staff mailed first class notice of the Public Hearing to taxpayers of record within 250 feet of the property in question.

Paul Kolpak, representing Irving 202, Inc., was present and sworn in by Chairman Moruzzi. Mr. Kolpak stated his client was seeking a variance that would reduce the required twenty four parking spaces to zero. Mr. Kolpak stated this request is being made due to the widening of Irving Park Road. Mr. Kolpak stated the only way to add parking to the current property is to demolish part of the building. Mr. Kolpak stated demolishing part of the building is not in his client's best interest. Mr. Kolpak read the approval criteria into the record that was provided to the Commissioners in the Staff Report.

Commissioner Rodriguez asked how the property meets code requirements now. Mr. Kolpak stated his client's property is legal non-conforming.

Commissioner Rodriguez asked who owns the parking along Addison Street. Mr. Kolpak stated the parking along Addison Street is Village owned property.

Public Comment:

Chairman Moruzzi asked if there was any member of the Public that would like to give testimony in regards to CDC Case No. 2013-10. There was none.

Mr. Viger presented the Staff Report. Mr. Viger stated Staff recommends approval of the request with the following conditions:

1. A copy of the variance Ordinance shall be kept upon the property at all times.
2. The applicant shall submit a landscape plan for the front yard along West Irving Park Road for review and approval by the Community and Economic Development Department prior to appearing before the Village Board Committee.

Commission Caira asked who is responsible for maintenance of the Addison Street parking. Mr. Viger stated the parking along Addison Street is the public right of way and would be maintained by Public Works.

Chairman Moruzzi asked what will be replacing the current area for parking in front of the building along Irving Park Road. Mr. Viger stated he has yet to see a landscape plan from the petitioner.

Mr. Kolpak asked if his client was responsible for producing a landscape plan or if it needed to come from IDOT. Mr. Viger stated the landscape plan needs to come from the petitioner.

Motion: Commissioner Rowe made a motion to close CDC Case Number 2013-10. Commissioner Weldon seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing at 6:53p.m.

Motion: Commissioner Weldon made a motion to approve the findings of fact for the variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them. There are special circumstances imposed upon the property in question as the State of Illinois through the acquisition of approximately 6.5' for the widening/improvement of West Irving Park Road.

2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience. The property acquisition by IDOT creates a hardship for the property. The literal application of the Zoning Ordinance, requiring the provision of 24 on-site parking spaces would result in an unusual and undue hardship for the applicant.
3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property. The special circumstances relate to the physical character of the land and building location of this property as the existing building size and location do not allow for the provision of the required on-site parking spaces.
4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. The reduction in the size of the property that necessitates the variance is not due to actions of the owner.
5. **Preserve Rights Conferred By District:** A variance 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. The variance is needed for the applicant to enjoy the property and does not confer special privilege on the property.
6. **Necessary For Use Of 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. Granting of the requested variance is necessary for the reasonable use of the property rather than simply for an increase in the applicant's economic return.

7. **Not Alter 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. Granting of the variance will not alter the local character. Property values, public safety will not be negatively affected should the variance be granted.
8. **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. Staff believes that the variance to grant a reduction in the required parking is consistent with the Village's Ordinances and plan..
9. **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. Staff believes that the variance sought is the minimum required for the applicant to gain relief.

Commissioner Janowiak seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe, Weldon

Nays: None

All were in favor. Motion carried.

Motion:

Commissioner Pisano made a motion to approve the variance request with Staff recommendations consisting of:

1. A copy of the variance Ordinance shall be kept upon the property at all times.

Community Development Commission Meeting Minutes

May 13, 2013

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2. The applicant shall submit a landscape plan for the front yard along West Irving Park Road for review and approval by the Community and Economic Development Department prior to appearing before the Village Board Committee.

Commissioner Weldon seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe, Weldon

Nays: None

All were in favor. Motion carried.

Mike Moruzzi, Chairman
Community Development Commission

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
TO REDUCE THE REQUIRED NUMBER OF PARKING SPACES
FOR PROPERTY COMMONLY IDENTIFIED AS 202 W. IRVING PARK ROAD
BENSENVILLE, ILLINOIS**

WHEREAS, Irving 202, Inc. (“Owner/Applicant”), filed an application for approval of a variance to allow a reduction in the required number of parking spaces from 24 to zero, as set forth in the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 202 W. Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Subject Property is located at the southwest corner of Irving Park Road and North Addison Street, and is improved with a multiple tenant commercial building, which has only five parking spaces currently, which spaces will be taken as part of a “taking” conducted by the Illinois Department of Transportation for the widening required for a planned grade separation; and

WHEREAS, Notice of Public Hearing with respect to the variance sought by the Owner/Applicant was published in the Daily Herald on April 27, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, 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 May 13, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing on the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the variance and, thereafter, voted to approve the parking variance, and forwarded its recommendations, including the Staff Report and findings relative to the variation to the Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community Development Commission to allow reduction in the required parking from 24 to 0 is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Commercial 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 parking variance sought, as allowed by the Zoning Ordinance, as adopted by the Community Development Commission as shown in Exhibit "B" is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That the variance sought by the Owner/Applicant to allow a reduction in the required parking from 24 to 0 spaces is hereby granted subject to the following conditions: (1) a copy of the Variance Ordinance shall be kept on the Subject Property at all times; and (2) the property shall be developed in substantial compliance with the Landscape Plan submitted to and approved by the Community & Economic Development Department, prepared by Thomas Budzik Architecture P.C. dated 06.25.13.

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 Owner/Applicant to run with the Subject Property and be binding upon any and all successors in interest to the Owner/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 20th day of August, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

f:\pkb\bensenville\ordinances\zoning\variances\202 parking variance.doc

Ordinance # ____- 2013

Exhibit "A"

Legal Description

The Legal Description of the property is as follows:

Lot 1 in block 3 of Homestead, Bensenville, being a subdivision of part of the southeast quarter of the northeast quarter of Section 14, Township 40 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded July 6, 1925 as Document 195710, in DuPage County, Illinois. Situated in the County of Du Page and State of Illinois.

Commonly known as 202 West Irving Park Road, Bensenville, Illinois.

Permanent Index Number: 03 – 14 – 211 – 006

Ordinance # ____- 2013

Exhibit "B"

Findings of Fact

Motion: Commissioner Weldon made a motion to approve the findings of fact for the variance request consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them. There are special circumstances imposed upon the property in question as the State of Illinois through the acquisition of approximately 6.5' for the widening/improvement of West Irving Park Road.
2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience. The property acquisition by IDOT creates a hardship for the property. The literal application of the Zoning Ordinance, requiring the provision of 24 on-site parking spaces would result in an unusual and undue hardship for the applicant.
3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property. The special circumstances relate to the physical character of the land and building location of this property as the existing building size and location do not allow for the provision of the required on-site parking spaces.
4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. The reduction in the size of

the property that necessitates the variance is not due to actions of the owner.

5. **Preserve Rights Conferred By District:** A variance 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. The variance is needed for the applicant to enjoy the property and does not confer special privilege on the property.
6. **Necessary For Use Of 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. Granting of the requested variance is necessary for the reasonable use of the property rather than simply for an increase in the applicant's economic return.
7. **Not Alter 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. Granting of the variance will not alter the local character. Property values, public safety will not be negatively affected should the variance be granted.
8. **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. Staff believes that the variance to grant a reduction in the required parking is consistent with the Village's Ordinances and plan..
9. **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. Staff believes that the variance sought is the minimum required for the applicant to gain relief.

Commissioner Janowiak seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe, Weldon

Nays: None

All were in favor. Motion carried.

TYPE:
Resolution

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
August 20, 2013

DESCRIPTION:

Resolution Establishing Refuse, Recycling and Yard Waste Rates for October 1, 2013 through December 31, 2014.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION:

AF&L - APPROVED

DATE:

August 13, 2013

BACKGROUND:

On July 16, 2013 the Village entered into a new refuse, recycling and yard waste agreement with Republic Services (Allied Waste) establishing the rates Republic Services will charge the Village. The new contract establishes that Republic Services will offer the Village a senior discount of 15% for single family residents where the principal of the home is at least 65 years of age or older.

KEY ISSUES:

Now that the contract with Republic Services has been finalized it is time to set the rates the Village will charge residents for refuse, recycling and yard waste collection services. This resolution establishes the rates that will be in effect for the period of October 1, 2013 through December 31, 2014. The suggested rates are shown in the table below:

	Current Rate	Proposed	\$ - Increase / (Decrease)	% - Increase / (Decrease)
Single Family	22.58	22.58	\$0.00	0%
Single Family Senior Rate	22.58	19.19	(\$3.39)	
Multi-Family				
2 Units	44.04	44.04	\$0.00	0%
3 Units	61.85	61.85	\$0.00	0%
4 Units	80.23	80.23	\$0.00	0%
5 Units	98.71	98.71	\$0.00	0%
Multi-Family 6 Units / Unit	18.82	18.67	(\$0.15)	(.79%)
Multi-Family 7 - 12 Units	15.03	15.57	\$0.54	3.56%
Multi-Family 13 - 18 Units	14.43	14.95	\$0.52	3.60%
Multi-Family 19 or More Units	13.61	13.30	(\$0.31)	(2.28%)
Multi-Family 150 or more Units w/ compactor service	13.61	10.44	(\$3.17)	(23.29%)

Please note this resolution officially establishes a Single Family Senior Rate of \$19.19 per unit / month which represents a 15% discount compared to the regular single family rate of \$22.58 per unit / month. Additionally, a new rate category has been added for Multi-Family buildings with 150 or more units who maintain their own compactor service. These units will see a 23.29% reduction in their rate.

As part of the agreement with Republic Services the Village will no longer invoice multi-family dwellings containing 6 or more units. Invoicing for these customers will now be handled by Republic Services. The Village will continue to invoice single family households and multi-family dwellings of 5 units or less.

ALTERNATIVES:

1. Approve the Resolution.
2. Discretion of the Board.

RECOMMENDATION:

Staff recommends approving the resolution. At the August 13, 2013 meeting, the AF&L Committee unanimously

recommended approval of these rates (vote 5-0).

BUDGET IMPACT:

By establishing the Refuse, Recycling and Yard Waste collection rates as outlined in the resolution the Village will collect roughly the same amount in revenue as it pays Republic Services. The net budget impact will be at or near zero.

ACTION REQUIRED:

Pass the Resolution.

ATTACHMENTS:

Description

Upload Date

Type

[Resolution](#)

8/8/2013

Resolution Letter

[Refuse, Recycling and Yard Waste Agreement](#)

8/7/2013

Backup Material

RESOLUTION NO.

**A RESOLUTION ESTABLISHING REFUSE, RECYCLING AND YARD WASTE RATES
FOR OCTOBER 1, 2013 THROUGH DECEMBER 31, 2014**

That the residential refuse, recycling and yard waste rates are hereby established and effective October 1, 2013 through December 31, 2014.

1. Single Family: \$22.58 per unit/month
2. Single Family Senior Rate: \$19.19 per unit / month

For a resident to be eligible for the Single Family Senior Rate, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount.

3. Multi-family dwellings containing two (2) through five (5) units:
 - Two (2) units: \$44.04/month
 - Three (3) units: \$61.85/month
 - Four (4) units: \$80.23/month
 - Five (5) units: \$98.71/month
4. Multi-family dwellings containing six (6) units: \$18.67 per unit / month
5. Multi-family dwellings containing seven (7) through twelve (12) units: \$15.57 per unit / month.
6. Multi-family dwellings containing thirteen (13) through eighteen (18) units: \$14.95 per unit / month.
7. Multi-family dwellings containing nineteen (19) or more units: \$13.30 per unit / month.
8. Multi-family dwellings containing nineteen (19) or more units with compactor service : \$10.44 per unit / month.

That this Resolution shall be in full force and effect forthwith upon its adoption.

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

APPROVED:

Frank Soto
President

ATTEST:

Ilsa Rivera-Trujillo
Village Clerk

Ayes: _____

Nays: _____

Absent: _____

VILLAGE OF BENSENVILLE

Residential Solid Waste, Yard Waste and Recycling Services Agreement

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- A. SUPPLEMENTAL CHARGES
- B. NATURAL DISASTER CLEAN-UP
- C. MUNICIPAL PROPERTIES
- D. ESCALATOR CLAUSE ILLUSTRATION

Residential Solid Waste, Yard Waste and Recycling Services Agreement

The Residential Solid Waste, Yard Waste and Recycling Services Agreement (the "Agreement") is entered into effective July _____, 2013, by and between the Village of Bensenville, Du Page County, Illinois, a municipal corporation (the "Village") and Allied Waste Services of North America, LLC. ("Contractor").

Recitals

- A. The Village wished to retain Contractor to provide residential solid waste, yard waste and recycling services.
- B. Contractor desires to provide residential solid waste, yard waste and recycling services in the Village.
- C. The Village has determined it is in the best interests of the Village to enter into this Agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual promises and undertakings herein contained, the sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

Section 1. Agreement Period

The Village grants the Contractor the exclusive privilege to collect and dispose of Refuse, Yard Waste and Recyclables as defined in Section 5 from all single-family and multiple family residential dwellings in the Village from October 1, 2013 to December 31, 2018. This Agreement replaces any prior contracts or agreements between the Village and the Contractor, including that certain Agreement between the Village and BFI Waste Systems of North America, Inc. dated October 1, 2001.

Section 2. Collection Service

The Contractor agrees to collect and dispose of all Refuse, Yard Waste and Recyclables in the Village under the terms and conditions as set forth in this Agreement. This Agreement shall include all Residential Properties. Refuse and Recyclables collection services are provided on a year- round basis and Yard Waste collection services are provided for an eight-month period only.

Section 3. Contract Extension Option

The Contractor and the Village hereby agree that the contract may be renewed for three two-year terms by mutual consent of the Village and the Contractor under the same terms and conditions as set forth in this Contract.

Section 4. Change in Service

If the Village should wish to change the type of service provided during the term of this Agreement, including, but not limited to, the type of materials collected, method of collection, variety of recyclable materials collected, etc., the Village shall have the option to initiate the change in service by notifying the Contractor in writing at least one hundred twenty (120) days prior to the date such service is to begin. The Village and the Contractor shall agree to negotiate the terms, frequency and price of such change in service after proper notice has been served. A change in

service shall not become effective only after the Village and the Contractor agree to the changes requested in writing.

Section 5. Definitions

The following words and phrases, when used in this Agreement, shall have the meaning given to them in this section:

Aluminum Formed Container/Wrap: Aluminum cans, foil, trays, pie plates, and other similar formed containers.

Building: Premises under a single roof.

Bulk Materials: Any items which are too large to fit into an approved Refuse Container but can be handled through the conventional method of collection. Examples include sofas, tables, chairs, dressers, bookcases, mattresses and box springs or other large household furniture or household appliances, which do not contain CFC or HCFC refrigerant gases or PCP containing capacitors, mercury switches or other hazardous components. Bulk Materials do not include vehicle tires or large vehicle parts.

Cart: A Recycling Cart or Refuse Cart, as applicable.

Catalog: A book made from either glossy or non-glossy paper stock which contains an Itemized listing of names or articles arranged in order or classified.

Chipboard: (Also referred to as Paperboard) A thin, single layer of cardboard used in the packaging of consumer goods. Examples include cereal boxes, cracker boxes, clothing boxes, tissue boxes and other similar products.

Composting: The process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contractor: Allied Waste Services of North America, LLC, doing business as Republic Services of Melrose Park and Allied Waste Services of Melrose Park.

Corrugated Cardboard: A usually sturdy paper product commonly used as packaging consisting of two (2) paper grades, a wavy inner portion and an outside liner.

Curbside: a position in the immediate area of the curb or edge of alleyway used for the collection of Refuse, Yard Waste and Recyclables.

Curbside Program Area: All single-family through five unit residential buildings within the Village.

Electronic Waste: Televisions, monitors, printers, computers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, video game consoles, small scale servers, scanners, electronic mice, digital convertor boxes, cable receivers, satellite receivers, digital video disc recorders or any other electronic devices banned from landfill disposal by the State of Illinois pursuant to the Illinois Electronic Products Recycling and Reuse Act (P.L. 95-0959), as amended.

Garbage Can: A plastic or galvanized metal can with two handles of a capacity not less than 15 gallons and not to exceed 35 gallons in size. No garbage can shall exceed 50 pounds in weight when filled.

Hazardous Waste: Waste defined as, or of a character or in sufficient quantity to be defined as "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "Toxic Substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a 'Hazardous Substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any substance that, after the effective date of this Agreement, is

determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

HDPE Plastic: High Density Polyethylene Plastic containers identified with #2 by the Uniform Coding System of the Society of Plastics Industry, Inc.

Household Construction and Demolition Debris: Waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to, drywall, plywood, paneling, lumber and other building materials; cabinets, carpeting; disassembled household fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and other similar projects.

Household Refuse: All organic household or kitchen wastes, such as rejected or unused food and food residues, paper used in wrapping food, household rubbish, inorganic and incombustible household waste (i.e., cans, metalware, broken glass, crockery, stoneware and similar waste resulting from the regular operation of the household), empty cartons and crates, discarded toys, discarded clothing and furniture and similar materials. Household Refuse shall not include waste from any manufacturing process, construction materials, broken concrete, lumber, large rocks and other similar materials or Unacceptable Waste.

Kraft Paper Bag: A special biodegradable paper bag, not to exceed 33 gallons in size and weighing less than 50 pounds, which will shred and degrade quickly in the composting process.

Kraft Paper Products: Mailing tubes, wrapping paper and other similar Kraft type paper items. (See also Kraft Paper Bags).

Large Items: Any items set forth as Refuse which are too large to fit into an approved **Refuse Container** and cannot be handled by two individuals in the standard residential route trucks, but rather require a special collection vehicle or additional manpower; examples include cast iron tubs, double basin concrete sinks, oversized furnaces, pianos and organs. These types of items would be subject to the charges quoted for large items.

Magazines: Periodical publications made from either glossy or non-glossy paper stock.

Mixed Paper: Mail, brochures, fliers, computer paper, stationery, envelopes, bills and greeting cards.

Multi-family Residential: All residential buildings containing two or more dwelling units.

Multi-family Program Area: All six unit and larger residential buildings within the Village.

PET Plastic: Plastic close-mouthed containers identified with a #1 by the Uniform Coding System of the Society of Plastics Industry, Inc.

Recycling Containers or Recycling Cart: A wheeled plastic container with a tight-fitting top with a capacity of 65-gallons, requiring an automated lifting mechanism that is labeled for recycling. All Recycling Carts must be supplied by the Contractor and are property of the Contractor.

Recyclables: Items, which may be recovered from the waste stream and converted into usable products. The minimum list of recyclables under this contract will include **HDPE Plastic** rigid containers and tubs, **PET Plastic rigid** containers, PVC plastic rigid containers, LDPE plastic rigid containers, PP plastic rigid containers, Type 7 (other) plastic narrow neck containers, LDPE and **HDPE** soft plastic 6 & 12 pack rings, clear, green and brown glass containers, **Aluminum formed containers/wrap**, steel/tin/bi-metal cans and formed containers, empty aerosol and paint cans, Gable top containers, Corrugated Cardboard, Chipboard (paperboard), newspaper (ONP), **Magazines** and **Catalogs** (glossy & non-glossy), **Mixed Paper**, telephone directories and brown **Kraft Paper Products**, and **Wet Strength Carrier Stock**.

Recyclable Program Area: All single-family through five unit buildings within the Village.

Solid Waste Material or Refuse: Garbage, rubbish, construction and demolition debris, **Large Items, White Goods, Bulk Materials and Household Refuse.**

Refuse Containers: Refuse containers shall include:

Garbage Bag: A disposable plastic bag of a capacity of not less than 15 gallons and not to exceed 35 gallons. No garbage bag shall exceed 50 pounds in weight when filled.

Garbage Can: A plastic or galvanized metal can of a capacity not less than 15 gallons and not to exceed 35 gallons in size. No garbage can shall exceed 50 pounds in weight when filled. All garbage cans shall have two handles.

Refuse Cart: A wheeled plastic container with a tight-fitting top, with a capacity of 95 Gallons, requiring an automated lifting mechanism for collection. All **Carts** must be supplied by the **Contractor** and are property of the **Contractor**.

Residential: All Single-family Residential and Multi-family Residential properties within the Village.

Single-Family Residential: All residential buildings containing one dwelling unit.

Unacceptable Materials: Highly flammable substances, Electronic Waste, Hazardous Waste, liquid wastes, Special Wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that a disposal facility is not authorized to receive or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the designated disposal site.

Unit or Dwelling Unit: one or more persons, occupying a premise or portion of a premise and living as a single housekeeping unit, whether or not related to each other by birth, adoption or marriage.

Wet Strength Carrier Stock: Paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen; i.e., paper beverage carriers and frozen food packages.

White Goods: Any domestic and/or commercial large appliance, which contains CFC or HCFC refrigerant gas, PCB containing capacitors, mercury switches or other Hazardous components. Examples include, but are not limited to, refrigerators, freezers, air conditioners, ranges (both electric and gas), humidifiers, dehumidifiers, water heaters, furnaces and other similar large appliances.

Yard Waste: Grass clippings, leaves, plant materials and shrubbery trimmings less than 12 inches in length and one inch in diameter.

Yard Waste Containers: Garbage Cans (no larger than 35 gallons) and Kraft Paper Bags. No Garbage Can shall exceed 50 pounds in weight when filled.

Yard Waste Program Area: All single-family through six unit buildings that receive solid waste service.

Section 6. Services to be Performed

The services to be performed by the Contractor shall be as detailed in the Bensenville Village code, and shall be subject thereto, and shall include the collection and disposal of Refuse, Yard Waste and Recyclables:

A. Refuse

(1) Program Design

The collection of Residential Refuse shall be offered on a year round basis.

(2) Collection Standards

a. Curbside Residential Service

The Contractor shall provide once a week, same-day Refuse, Yard Waste and Recyclable collection service to all single-family through five unit buildings. Collection shall be conducted according to an agreed schedule, which the Contractor shall file with the Village Clerk.

A Cart system shall be provided for all curbside program area dwelling units in the Village. Other than the Cart or Bulk Materials, to be collected, the Refuse must be placed in an approved Refuse Container, as defined in Section 5 of this Agreement, at the Curbside next to the Cart. No service shall be provided unless a Refuse cart is placed at the Curbside. There shall be no limit on the number of containers placed out for collection by a given household.

Contractor shall purchase and maintain a reasonable supply of Carts to cover replacements for lost, damaged, and stolen Carts, and initial Carts for new construction. Under a prior contract, the Contractor has provided all Curbside Residential Service dwelling units in the Village with one Refuse Cart.

For new Curbside Residential Program Area residential properties, the Contractor will provide one Refuse Cart to residents at no charge. Carts damaged or lost by the Contractor, damaged by wildlife, or damaged by normal wear-and-tear, shall be replaced at no charge. Carts otherwise damaged or lost will be replaced at the following cost to the resident: \$55.00. All Carts are the property of the Contractor. The Contractor shall deliver the Carts to residents upon their request, and shall not add an additional charge for delivery.

Contractor shall be required to provide a tagging system for any Refuse Container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, over capacity; container overweight; unacceptable Refuse; and the like.

b. Centralized Residential Service

Contractor shall provide weekly service to Multi-family Residential buildings with six to twelve dwelling units and twice weekly service to all multi-family residential buildings with thirteen or more dwelling units. On request, multi-family residential buildings shall be provided more frequent service based on the rates found in Attachment A. Multi-family Program Area refuse collection service will be from a centralized collection area at an alley or in a parking lot. Contractor shall not be responsible for any damage to customer's pavement, curbing or other driving service resulting from the Contractor's providing service at the customer's location. The Contractor shall establish collection routes.

A dumpster system shall be offered for all Multi-Family Residential dwelling units in the Village. Other than Bulk Materials, to be collected, the Refuse must be placed in a dumpster.

(3) Bulk Materials

Contractor shall provide collection service for items, which are too large to fit into an approved Refuse Container but which can be reasonably loaded by two individuals in residential route collection vehicles. The Contractor may establish standards for the preparation of Bulk Items, subject to review by the Village Manager.

(4) Large Items

The Contractor shall provide collection services for items, which are too large to fit into an approved Refuse

Container, and cannot reasonably be loaded by two individuals in residential route collection vehicles. The Contractor shall be required to provide a tagging system for any Large Item that does not get collected. The Contractor shall make the final decision as to the determination of Large Items. The terms of, as well as charges and payments for, this service shall be arranged solely between the Contractor and the resident.

(5) Household Construction and Demolition Debris

Contractor shall provide collection service for Household Construction and Demolition Debris provided it is placed in an approved Refuse Container or securely bundled. Bundled material shall not exceed four feet in length. No container or bundle shall exceed 50 pounds in weight. Up to one cubic yard of these materials from "do-it-yourself" projects shall be collected weekly at no additional charge. However, material generated by commercial or other business activities shall be handled as a special collection. The Contractor shall collect payment from residents for this service at the rates found in Attachment A for volumes exceeding one cubic yard.

(6) Special Collection

Contractor shall offer a special Curbside collection service for large quantities of Refuse including, but not limited to Large Items, Household Construction and Demolition Debris, and move-in or move-out clean-up rubbish. Such services shall be by advance arrangement with the Contractor at the resident's request.

The Contractor shall also, at the request of the Village, collect quantities of Refuse or Yard Waste left out at the curb in unusual circumstances, i.e., evictions or "skip-outs", and shall bill the property owner for such costs.

The Contractor shall also offer roll off container service for residents with household remodeling and repair projects that generate large quantities of Household Construction and Demolition Debris, which cannot be easily picked up at the Curbside. The terms of, as well as charges and payments for, this service shall be arranged solely between Contractor and the resident.

(7) White Goods

The Contractor shall provide collection service for White Goods.

(8) Natural Disaster Clean-Up

The Contractor shall provide special collections for severe storm damage and/or after a natural disaster such as a tornado, flood, etc. The Contractor shall collect any Refuse that may have accumulated from the severe weather. The Contractor shall provide this service after being notified by the Village, and shall bill the Village based on the rates and fees found in Attachment B.

(9) Services for Municipal Facilities

Contractor shall provide, at no cost to the Village, once a week or more if necessary, Refuse collection, as well as special pick-ups upon the request of the Village from the municipal properties listed in Attachment C. Sewage sludge, street sweepings, excavation, construction and demolition debris, similar materials and roll off containers are excluded from this provision.

(10) Future Development/Annexations

Contractor shall service any land annexed to the Village of Bensenville during the term of the Contract, as well as any Residential buildings constructed during said term. Service to land annexed to the Village and future Residential developments shall be provided on the same terms as set forth herein. Any changes to the corporate

boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., shall be communicated to the Contractor by the Village.

B. Yard Waste

(1) Program Design

The Yard Waste collection service shall be offered from the April 1st through November 30th during the term of this Agreement. The Yard Waste collection service shall include unlimited collection of Yard Waste for all residential properties included in the Yard Waste Program Area within the Village.

(2) Collection Standards

In order for Yard Waste to be collected, it must be placed at Curbside in an approved Yard Waste Container, as defined in Section 5. Yard Waste containers shall be separated from Refuse Containers and Recycling Carts. Any garbage can used as a Yard Waste Container must be properly stickered, which shall mean that it has a Yard Waste decal affixed and placed so that the Yard Waste decal is visible from the street. There shall be no limit on the number of containers placed out for collection by a given household. However, yard waste brought to the Residential property from another location, shall be handled as a special collection. The Contractor shall be required to provide a tagging system for any Yard Waste Container that does not get collected. Each tag or label must provide a brief explanation as to why the material was not collected, including, but not limited to, no Yard Waste disposal decal; use of plastic bags of any kind; bags contain unacceptable material, such as Refuse or dirt; container overweight; and the like.

(3) Yard Waste Disposal Decals

The Village shall be responsible for the printing and distribution of Yard Waste disposal decals. Yard Waste decals shall have the words "Yard Waste" printed on them in large letters.

C. Recyclable Materials

(1) Program Design

A Recycling Cart system shall be provided for all single-family through five dwelling unit residential dwelling units in the Village. Weekly Curbside recycling shall be provided for all Curbside Program Area dwelling units in the Village. The recyclable collection service for Single-family Residential properties shall use the Curbside method already established within the Village, while requiring the use of Recycling Carts.

(2) Collection Standards

Households in the curbside program area shall place Recyclables at the Curbside for collection in a Recycling Cart. Contractor shall be required to provide a tagging system for Recyclables that are not collected. The tagging system must provide a simple explanation as to why the Recyclables were not picked up, including, but not limited to the following: contaminants; improper preparation; materials not accepted in the program; or some combination thereof. Recyclables that were rejected shall be returned to Curbside and not be left on the street.

(3) Methods of Preparation and Collection

Recyclables shall be placed in a Recycling Cart. Material outside a Recycling cart will not be collected. All Recyclables can be placed unsorted in the Recycling Cart.

(4) Recycling Containers

The Contractor shall be responsible for the distribution of Recycling Carts to all single-family through five-dwelling unit buildings. The Contractor shall provide one (1) 65 gallon Recycling Cart for each dwelling at no charge. Upon notification by the Village, the Contractor shall supply a 95-gallon recycling cart in lieu of a 65-gallon recycling cart at no charge.

The Contractor shall purchase and maintain a reasonable supply of Recycling Carts to cover replacements for lost, damaged, and stolen Recycling Carts, and initial Recycling Carts for new construction. Before October 1, 2013, the Contractor shall provide all curbside program area residential dwelling units in the Village with one 65-gallon Recycling Cart at no charge.

Carts damaged or lost by the Contractor, damaged by wildlife, or damaged by normal wear-and-tear, shall be replaced at no charge. Carts otherwise damaged or lost will be replaced at a cost of \$55.00. All Carts are the property of the Contractor. The Contractor shall deliver the Carts to residents upon their request, and shall not add an additional charge for delivery.

(5) Additional Contractor Services

The Contractor shall provide the Village with a report quarterly, at a minimum, of the weight or volume of recyclable material collected. The Contractor shall participate in Village meetings to evaluate participation rates and to offer general assistance.

(6) Compensation for Recyclables

In relation to the collection and/or transportation of Recyclables, the Village agrees that the Contractor will retain all money received from the sale of the Recyclables collected.

(7) Minimum Recyclable Materials to be Collected

The Contractor shall collect the following materials at a minimum:

Non-Paper Items: HDPE Plastic containers and tubs, PET Plastic blow molded containers, PVC plastic rigid containers, LDPE plastic rigid containers, PP plastic rigid containers, Type 7 (other) plastic narrow neck containers, LDPE and HDPE soft plastic 6 & 12 pack rings, clear, green and brown glass containers, Aluminum Formed Containers/Wrap, steel/tin/bi-metal cans, formed steel containers and empty aerosol and paint cans.

Paper Items: Corrugated Cardboard, Chipboard (paperboard), newspaper (ONP), Magazines and Catalogs (glossy & non-glossy), Mixed Paper, telephone directories and brown Kraft Paper Bags.

It is further agreed by the parties that in the event that the Village desires to have additional items and/or materials recycled, and if the Contractor agrees to include these additional items and/or materials as part of the Curbside collection of Recyclables, the parties shall renegotiate the terms and conditions of this Section so as to include said additional items and/or materials. If the parties cannot agree on new terms relative to the inclusion of the additional items and/or materials, said additional items and/or materials shall not be included in the Curbside collection of Recyclables, and the then existing terms and conditions of this Section shall remain in full force and effect.

Section 7. Hours of Collection

Collections shall be made from Residential units once per week on specified days provided that no such Residential collection shall begin prior to 6:00 a.m.; nor shall said collection continue after 6:00 p.m., except in cases of mechanical breakdown or holiday schedules.

Section 8. Holidays

All **Refuse, Yard Waste and Recyclables** shall be picked up by the **Contractor** each week on the designated day, except for New Year's Day, the Fourth of July, Labor Day, Memorial Day, Thanksgiving Day and Christmas Day,

and if, for any reason, the collection is not completed in the area in question on such day, then the collection shall be resumed and completed on the following day, and additional personnel and equipment shall be used so as not to delay the collection in any other area in the **Village**. When one of the aforementioned Holidays falls on a Sunday or weekday, the **Contractor** shall pick up the **Refuse, Yard Waste and Recyclables** from the **Single-Family Residential** dwelling units normally picked up on the day of such holiday on the following day; and the normal collection schedule for the rest of the week shall be delayed one day.

Section 9. Vehicles

The **Contractor** agrees to use modern loader trucks for its operations in the **Village** and to keep all equipment used in performance of its work in a clean, sanitary condition and not to permit the same to remain standing or housed anywhere in the Village. All vehicles shall display the name of the **Contractor**, a local telephone number and a vehicle identification number, which are clearly visible.

All vehicles shall be fully enclosed, leak proof and operated in such a way that no **Refuse, Recyclables or Yard Waste** can leak, spill or blow off the vehicle. In the event any Refuse, Recyclables or Yard Waste should leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings, the Contractor shall be responsible for the immediate collection and clean-up of same.

All vehicles shall pick-up the **Single-Family Recyclables** on the same day as the regular **Refuse and Yard Waste** pick-up. The **Village** reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the Contract.

Section 10. Disposal of Refuse, Yard Waste and Recyclables

All Refuse collected by the Contractor shall be disposed of by the **Contractor** solely at landfills and/or transfer stations that have been approved by the appropriate agency of the state in which the particular landfill or transfer station is located. The **Village** waives the right to approve the landfill site location and/or transfer station the **Contractor** intends to use for the disposal of **Refuse**.

The **Village** waives the right to approve the composting facility the Contractor intends to use for the disposal of **Yard Waste**. The **Village** waives the right to approve the location of the processing facility that the Contractor intends to use for the separation and processing of **Recyclables** collected. The **Contractor** shall, however, provide the name and location of the processing facility, as well as the proposed buyer/market for **Recyclables** on request.

Section 11. Employee Conduct/Quality of Performance

Contractor agrees not to employ agents, employees or drivers who use intoxicating liquors or drugs while on duty. The Contractor shall prohibit the drinking of any alcoholic beverages or the ingestion of any illegal narcotics, drugs or substances by its drivers and crew members while on duty or in the course of performing their duties under the Contract.

All employees shall carry identification and shall present such identification upon request. All vehicle operators shall carry valid State of Illinois driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

The Contractor agrees to perform all collection and disposal services rendered hereunder in a neat, orderly and efficient manner, to use due care and diligence in the performance of the Contract and to provide neat, orderly and courteous employees and personnel.

The Contractor agrees not to allow Refuse, Yard Waste or Recyclables to scatter or spread as a result of the Contractor's service provided with the Village. Any Refuse, Yard Waste or Recyclables spilled on the yard or street by Contractor shall be picked up prior to leaving the site of collection.

Section 12. Collection of Fees

The Village will bill for all units in Curbside Program Area residential buildings. The Contractor agrees to be responsible for the billing and collection of all fees for Refuse and Yard Waste collection for Multi-family Program Area residential buildings. Payment for curbside and multi-family program residential buildings shall be made whether or not the Contractor's service is used. The Village further agrees to be solely responsible for the collection of any Curbside Program Area delinquent accounts and to assist the Contractor with the collection of delinquent Multi-family accounts. Where the Contractor intends to interrupt collection service relative to a customer, the Contractor shall notify the customer in writing, at least ten (10) days prior to the suspension of collection service, of the proposed suspension date and the reason for said suspension. The Contractor agrees to notify the Village Manager of any suspended or discontinued service accounts within two (2) business days following such termination.

The parties agree that the number of Curbside Residential Area dwelling units is 3,887 and the number of properties with yard waste service in the Curbside Residential Area is 3,684 as of the date of this Agreement. The unit counts for dwelling units and residential properties receiving yard waste collection shall be adjusted for annexations, new construction and demolitions. An adjustment in number of dwelling units and Yard Waste Program Area properties for new construction shall be made the month following a certificate of occupancy being issued. An adjustment in the number of dwelling units and yard Waste Program Area properties for demolitions shall be made the month following the demolition of the Building. An adjustment for annexations shall be made as found in Section 6 (A) 2 (a) 10.

A. Curbside Program Area Residential

For curbside Program Area Residential dwelling units, the monthly fee, for one (1) pick-up per week, shall be as follows:

(1) Refuse and Recyclable Materials

The Contractor shall provide the Refuse and Recycling services specified in Section 6 (A) 2 (a) and Section 6 (C) of this Agreement at the curb for an initial monthly fee of \$17.75 per dwelling unit. The initial monthly fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract. Also, the Contractor shall offer a 15% senior citizen discount for single-family residences. For a resident to receive this senior citizen discount, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount. To qualify, the principal of the home must also both own and live in the home receiving the discount or be a leaseholder.

(2) Yard Waste

The Contractor shall pick-up the Yard Waste services as specified in Section 6 (B) at the curb for an initial monthly fee of \$4.83 per building. This fee shall be in effect through December 31, 2014. January 1, 2015 said fee shall be subject to an annual adjustment based on applicable provisions of Section 24 of this Contract. Also, the Contractor shall offer a 15% senior citizen discount for single-family residences. For a resident to receive this senior citizen discount, the principal of the home must be 65 years of age, must provide proof to the Village, and request the discount. To qualify, the principal of the home must both own and live in the home receiving the discount or be a leaseholder.

(3) Bulk Materials

The Contractor shall pick-up Bulk Materials at a no additional charge with the exception of material generated from commercial or other business activities.

(4) Large Items

The Contractor shall collect Large Items as defined at resident's request. Residents will be required to call Contractor to arrange for this special collection. The terms of, as well as payments for, this service shall be arranged solely between the Contractor and the resident.

(5) Household Construction and Demolition Debris

The Contractor agrees to collect up to one cubic yard of Household Construction and Demolition Debris per week at no cost with the exception of construction and demolition debris generated from commercial and business activities. Residents will be required to call the Contractor to arrange for this special collection.

(6) Special Collections

The Contractor shall make special collections for an initial fee of \$20.00 per cubic yard. This fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract.

(7) White Goods

The Contractor shall provide pick-up of White Goods containing Freon or CPC at no additional charge, with the exception of White Goods generated from commercial or other business activities.

(8) Natural Disaster Clean Up

The Contractor shall upon the request of the **Village** provide a clean-up for natural disasters for **Residential** properties when necessary at the fees found in Attachment B.

B. Multi-Family Residential

For Multi-Family Residential dwelling units, the monthly fee shall be as follows:

- (1)** Buildings containing 6 units: \$18.67 per unit
- (2)** Buildings containing 7 through 12 units: \$15.57 per unit
- (3)** Buildings containing 13 through 18 units: \$14.95 per unit
- (4)** Buildings containing 19 units or more: \$14.10 per unit
- (5)** Buildings containing 19 units through 149 units with compactor service: \$13.30 per unit
- (6)** Buildings containing 150 or more units with compactor service: \$10.44 per unit

Contractor shall pick-up **Refuse** at a central location. The initial fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract. Containers and compaction equipment may either be rented from the Contractor or supplied by the customer. Any containers supplied by the customer shall be compatible with Contractor's equipment. Rental fees for standard containers and rates for more frequent collection service than specified in Section 6 (A) 2 (b) are found in Attachment A. Should **Contractor** supply custom fabricated equipment or compaction equipment, an additional fee will be negotiated solely by the Contractor and the customer.

(7) Yard Waste

The **Contractor** shall collect Yard Waste at six-unit residential buildings. The terms of, as well as payments for, this service shall be based on fees found in Section 12 (A) 2 of the Agreement. Buildings containing six dwelling units may be excluded from the Yard Waste program by written notification from the Village.

(8) Bulk Materials

The **Contractor** shall pick-up **Bulk Materials** at a no additional charge with the exception of material generated from commercial or other business activities. Bulk materials generated from commercial or business activities shall be collected for an initial fee of \$20.00 per cubic yard. This initial fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Agreement.

(9) Large Items

Contractor shall collect **Large Items** as defined at building owner's or manager's request. Building owners or managers will be required to call **Contractor** to arrange for this special collection. The terms of, as well as payments for, this service shall be arranged solely between the **Contractor** and the building owner or manager.

(10) Household Construction and Demolition Debris

Contractor agrees to collect up to one cubic yard of household construction and demolition debris per week at no cost with the exception of construction and demolition debris generated from non-residential, commercial or business activities. Customers will be required to call **Contractor** to arrange for this special collection. The initial fee of \$20.00 per cubic yard shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract.

(11) Special Collections

The **Contractor** shall make special collections at an initial fee of \$20.00 per cubic yard. This initial fee shall be in effect through December 31, 2014. Beginning January 1, 2015 said fee shall be subject to an annual adjustment based on the applicable provisions of Section 24 of this Contract.

(12) White Goods

The **Contractor** shall provide pick-up of **White Goods** containing Freon or CPC at no additional charge with the exception of White Goods generated from commercial or other business activities.

Section 13. Force Majeure

Any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, catastrophic weather, and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter (a "Force Majeure Event"). The collection or disposal of any increased volume from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a Force majeure event other than a natural disaster, the Contractor and the Village shall negotiate payment to be made to the Contractor. Charges for natural disaster relief shall be as found in Attachment B of this Agreement. Further, when the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

Section 14. Missed Pick-Up and Complaint Handling

The Contractor shall provide and maintain a local office and telephone for the receipt of service calls for complaints, and shall be available for such calls on working days Monday through Friday from 8:00 AM to 5:00 PM. All complaints must be given prompt and courteous attention.

The Contractor shall investigate and, if the claim is verified, shall arrange for the pick-up of the Refuse, Recyclables and/or Yard Waste in question within one workday after the complaint is received. Complaints will be forwarded from the Village office when received there and the Contractor will receive those complaints and arrange for pick-up of any materials that have been passed by.

The Contractor shall utilize the Village's Customer Relationship Management (CRM) system, currently MUNIS 311 Connect. The Contractor shall train its employees on the use of the CRM system and electronically process public inquiries, complaints, and service requests sent from the Village through the CRM system.

Section 15. Contingency

In the event of the Contractor's failure to collect, remove or properly dispose of **Refuse, Yard Waste** or **Recyclables** as herein provided, for a period of five (5) days, the **Village** may at its option and without notice to the Contractor, cause such materials to be collected and disposed of by any other available means, and any and all reasonable expenses incurred by the **Village** in so doing may be charged to and collected from or deducted from amount owing the **Contractor** and, in the event that the **Contractor** does not pay same, charged against the performance bond provided for in Section 18 below.

If the **Contractor** fails to provide service, as provided herein, for a period of more than ten (10) days, provided that such failure is not due to a Force Majeure Event, the **Village**, may, upon written notice to **Contractor**, terminate this Agreement.

Section 16. Independent Contractor

The **Contractor** hereby acknowledges that it is an independent Contractor and that none of its employees, agents or assigns are employees of the **Village**. The **Contractor** shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

Section 17. Indemnification

The **Contractor** shall indemnify, defend and save harmless the **Village**, its trustees, officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including reasonable attorneys' fees), expenses, claims or liabilities of any character, including, as allowed by law, liabilities incurred due to negligence of the **Contractor**, brought because of any injuries or damages received or sustained by the **Village** or any person, persons, or property on account of any negligent act or omission, neglect or misconduct of said **Contractor**, its officers, agents and/or employees arising out of; or in performance or non- performance of any of the provisions of the Contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright. **In connection** with any such claims, lawsuits, actions or liabilities, the **Village**, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice in the event that a conflict exists which prevents the same defense counsel from representing the **Contractor** and the **Village** or its officers, agents, employees, representatives or assigns.

Section 18. Performance Bond

The **Contractor** shall maintain a performance bond in the amount of \$50,000 from a reputable surety to guarantee the faithful performance of the Contract. The performance bond shall be prepared in a format approved by the Village Attorney.

Section 19. Insurance

The **Contractor** shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

- (a) Workers' Compensation Insurance as prescribed by the laws of the State of Illinois;
- (b) Employers' Liability Insurance, with limits of not less than \$1,000,000 per occurrence;

- (c) Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, each with limits of not less than \$1,000,000 for property damages; \$1,000,000 for bodily injury or death of any one person and \$2,000,000 coverage per **occurrence**.
- (d) Umbrella Coverage in the amount of \$5,000,000.

The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, with a rating of A- or better, before commencing the performance of services under this Agreement. Such proof shall consist of certificates executed by the respective insurance companies or their representative and filed with the Village attesting to the respective insurance coverage for the full term of the Agreement. Said certificates shall contain a clause to the effect that, for the duration of the Contract, the insurance policy/policies, shall not be canceled except after written notification at least thirty (30) days in advance to the Village. In addition, said certificates shall list the Village, and its officers, agents and employees as additional insureds on all required insurance policies, via blanket additional insured endorsements.

Section 20. Licenses and Taxes

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State and local taxes, including sales tax, social security, Workers' Compensation, unemployment insurance and any other tax, which may be chargeable against labor, material, equipment or real estate.

If during the term of the Contract, there is the creation of a new tax, fee or surcharge or a substantial decrease or increase in an existing Federal, State or local tax, fee or surcharge, the Contractor shall provide a detailed written notice to the Village, in writing of the change in taxes, fees or surcharges and the manner in which the changes effect the cost of services and the Contractor's proposed response to that effect. Within 30 days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the changes in the cost of services and determine what change, if any, is necessary and appropriate to the fees and charges in this Contract and the timing and method of implementing any such change. The Contractor and the Village agree to negotiate in good faith relating to the services affected by these changed costs, not to be unreasonably withheld. The Village may request any documentation necessary from the Contractor to assist with the analysis of the impact.

Section 21. Compliance with Applicable Laws

Contractor agrees to comply at all times with all applicable laws, ordinances and regulations of the Village, County of DuPage, State of Illinois, and the United States. The Contractor agrees and warrants to comply with the applicable Local, State and Federal laws and requirements concerning equal employment opportunities. This Contract is subject to and governed by the Rules and Regulations of the Illinois Human Right Act.

If during the term of the Agreement, there is the change in Federal, State or local law, that requires a change in service under this Agreement, the Contractor shall provide a detailed written notice to the Village, in writing of the manner in which the changes affect the cost of services and the Contractor's proposed response to that effect. Within 30 days after receipt by the Village of the Contractor's notice, the Contractor and the Village shall meet to discuss the changes in the cost of services and determine what change, if any, is necessary and appropriate to the fees and charges in this Contract and the timing and method of implementing any such change, not to be unreasonably withheld. The Contractor and the Village agree to negotiate in good faith relating to the services affected by these changed costs, The Village may request any documentation necessary from the Contractor to assist with the analysis of the impact.

Section 22. Wage Rates

The Contractor shall pay all of its drivers in accordance with its collective bargaining agreement with Teamsters Local 731.

Section 23. Public Awareness

Upon request of the **Village**, the **Contractor** shall also make available personnel for presentations at meetings or other similar gatherings to explain or reinforce the collection program throughout the term of the Contract. The **Village** retains the right to approve all materials to be delivered by the **Contractor** to **Village** residents including, but not limited to, door hangers, leaflets, fliers, etc.

Section 24. Escalator Clause

A. Escalator Clause

Effective January 1, 2015, and each anniversary thereof, the **Contractor** shall be entitled to an annual increase in the rates set forth for **Residential** properties in this Contract, with said increase to be equal to the average percentage change in the U.S. City Transportation Index (1982-84=100-CUUR0000SAT) as published by the United States Department of Labor for June for the most recent ten (10) years. Notwithstanding, said increase shall not be less than two (2) percent or more than five (5) percent. The **Village** at the request of the **Contractor** may grant additional increases; however, the **Village** is not obligated to grant additional increases. An illustration showing the sample calculation of the annual increase is found in Attachment D.

B. Residential Escalator Clause Documentation

No rate adjustment shall be made without written documentation, justifying said adjustment, being first tendered by the **Contractor** to the **Village**.

C. Senior Citizen Discount

The Village and the Contractor agree to re-negotiate unit prices in the event that the number of senior citizen rate customers equals or exceeds twenty (20) percent of curbside residential collection units.

Section 25. Title to Waste

Title to and liability to Unacceptable Waste shall at no time pass to the Contractor.

Section 26. Assignment

The **Village** and **Contractor** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as set forth above, neither the **Village** nor the **Contractor** shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other. Permission to assign the Contract to another subsidiary of the Contractor's parent company shall not be unreasonably withheld.

Section 27. Notification

All notices or communications provided for herein shall be in writing and shall be delivered to the **Village** or **Contractor** either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the **Village** as follows:

Mr. Michael Cassady
Village Manager
Village of Bensenville
12 S Center Street
Bensenville, Illinois 60106

or addressed to the **Contractor** as follows:

General Manager
Allied Waste Services of North America LLC
2101 S. Busse Road
Mt. Prospect, Illinois 60056

until and unless other addresses are specified by notice given in accordance herewith.

Section 28. Governing Laws

The laws of the State of Illinois shall govern this Agreement and the application of the terms contained herein. Venue shall lie with the Circuit Court of the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois.

Section 29. Severability

The invalidity or unenforceability of any of the provisions of the Agreement shall not affect the validity or enforceability of the remainder of this Agreement.

Section 30. Agreement Parts

This Contract may be executed in any number of counterparts, each of which shall be executed by the **Village** and the **Contractor** and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 31. Amendments

All amendments to this Contract must be in writing and signed by all parties hereto.

In Witness Whereof, the parties have caused this Agreement to be executed by the proper officers pursuant to authorization by the Board of Trustees of the Village and by the Contractor.

Village of Bensenville,
a municipal corporation

By: _____
Village President

Attest: _____
Village Clerk

Allied Waste Services of North America, LLC.

By: _____
Its: Vice President

Attest: _____
Secretary

(Corporate Seal)

Attachment A

SUPPLEMENTAL CHARGES

Construction and Demolition Debris- \$20.00 per cubic yard

Commercial Bulk Materials- \$20.00 per cubic yard

Container Rental- One (1), one and half (1 ½) or two (2) cubic yard containers- \$14.99/month

Container Rental- Four (4), six (6), eight (8) or ten (10) cubic yard containers- \$19.99/month

Multi-family extra pick-up charge- \$3.25/unit per month for extra weekly collection

Attachment B

Natural Disaster Clean-up

At the written request of the Village Manager, the Contractor shall supply clean-up activities at an hourly rate plus disposal costs. For 2013 and 2014, the hourly rate would be \$130.00 per hour for a truck and driver with an additional hourly charge of \$61.00 for a helper if required. Disposal will be at \$56.00 per ton. These rates and fees shall be adjusted each year on January 1st commencing on January 1, 2015, based on Escalator Clause found in Section 26 of the Contract. Hours will be calculated based on the additional hours required to perform these services. An average of the driver hours used to perform the regular service for four weeks before natural disaster clean-up will be deducted from the driver hours.

During the weeks when natural disaster clean-up is provided. Disposal will be calculated based on the additional tons or cubic yards of material collected. An average of the disposal tons used to perform regular service will be deducted for four weeks before natural disaster clean-up will be deducted from the disposal tons during the weeks during the weeks when natural disaster clean-up is provided.

The Contractor shall provide documentation to substantiate services provided.

Attachment C

MUNICIPAL PROPERTIES

The following municipal facilities will receive the services specified in the Agreement at no cost to the VILLAGE:

Village Hall	12 S. Center Street
Department of Public Works	717 E Jefferson Street
Department of Public Works	711 E. Jefferson Street
Edge Ice Arena	735 E. Jefferson Street
Edge Ice Arena	545 John Street
Chamber of Commerce	161 N. Church Road
Bensenville Theatre/Sundaes Too	9 S. Center Street
Police Department	100 N. Church Road
Police Department	345 E. Green Street (future site)
Fire Department	700 Foster Avenue
Fire Department	500 S. York Road
Green Teen Zone	302 W. Green Street

Attachment D
ESCALATOR CLAUSE ILLUSTRATION

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance Approving the Grant of a Conditional Use Permit to Allow Motor Vehicle Repair (Major & Minor) at 211 Beeline Drive, Unit #1, Matejko Auto Service.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village

Enrich the lives of Residents

Quality Customer Oriented Services

Major Business/Corporate Center

Safe and Beautiful Village

Vibrant Major Corridors

COMMITTEE ACTION:

CEDC - Approved (vote 5-0)

DATE:

August 13, 2013

BACKGROUND:

The subject property, 211 W. Beeline Drive, is a multiple tenant industrial building with a history of property maintenance and outdoor storage issues. Several vehicle repair businesses are located on the property that has added to these issues. The Village most recently denied a truck repair use in Unit #3 in the fall of 2012.

The unit in question, Unit 1, had been occupied by Capital Auto Body for several years apparently without the required Conditional Use Permit (CUP). The current applicant, Matejko Auto Service, acquired Unit 1 from a financial institution and now seeks a CUP to conduct a Motor Vehicle Repair (Major & Minor) use.

KEY ISSUES:

For the Village to approve a CUP we must find that certain Approval Criteria are met. These criteria include that there will not be adverse effects of traffic, the environment, neighborhood character and public services and facilities. The staff believes that this applicant meets these criteria. Also we must find that a public necessity exists for the use. Staff believes that there is a need for auto repair and body shop services within the village.

The recommendation includes conditions that will mitigate the negatives that were part of the denial for the truck repair in Unit #3 of the same building, such as limiting the operation to passenger vehicles under 8,000 pounds, eliminating the congestion caused by large tractor trailers, and a prohibition on outdoor work. The applicant has purchased the unit and the pride in ownership will also assist with property maintenance, many of the maintenance issues can be traced to tenants where no landlord representative is on site.

The CDC approved Findings of fact supporting the applicant's request.

ALTERNATIVES:

1. Approval of the Conditional Use Permit request.
2. Remand the request to the CDC.
3. Discretion of the Committee.

RECOMMENDATION:

The staff respectfully recommends approval of the CUP with several conditions. At their 06.24.13 Public Hearing the CDC unanimously (6 - 0) recommended that the President and Village Board of trustees approve the CUP with several conditions. These conditions include a six month review by both the CDC and Village Board to confirm compliance with the conditions, a prohibition on work out of doors, restricting the vehicles to be repaired to passenger vehicles under 8,000 pounds and additional landscaping.

The CEDC unanimously approved the CUP at their August 13, 2013 meeting.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached CUP Ordinance with the conditions.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial and Zoning Map	8/2/2013	Backup Material
Ordinance	8/15/2013	Backup Material

CDC#2013 – 14

211 West Beeline Drive Unit #1
Matejko Auto Service
CUP; Motor Vehicle Repair (Major & Minor)

N

Village of Bensenville

211 Beeline Dr.



N

Village of Bensenville

2011 Zoning Map



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW MOTOR VEHICLE REPAIR (MAJOR & MINOR) AT
211 BEELINE DRIVE, UNIT #1, BENSENVILLE, ILLINOIS**

WHEREAS, Anna Fiedoruk (“Owner”) and Matejko Auto Service (“Applicant”), filed an application seeking a conditional use permit to allow the Applicant to conduct Motor Vehicle Repair (Major & Minor) in the I-2 Light Industrial District pursuant to Section 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 211 Beeline Drive, Unit #1, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant was published in the Daily Herald on May 24, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the property and via U.S. Mail, 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 June 10, 2013 and June 24, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, adopted the findings of facts suggested by Staff as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted unanimously to approve the application for conditional use permit to allow Motor Vehicle Repair (Major & Minor) at the Subject Property, subject to the conditions as recommended in the Staff Report; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the application to the Village Board’s Community and Economic Development Committee which concurred in the recommendation to approve the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

SECTION TWO: That the application for a conditional use permit to allow Anna Fiedoruk (Matejko Auto Service) to conduct Motor Vehicle Repair (Major & Minor) at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted subject to the following conditions: (1) the conditional use permit amendment be granted solely to Anna Fiedoruk (Matejko Auto Service) and shall be transferred only after a review by the Community Development Commission and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new proprietor without amendment to the conditional use permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the conditional use permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new condition use permit, (2) a six month review before the CDC and Village Board is required to ensure adequate compliance with the conditions enumerated below, (3) no work shall be performed out of doors, (4) there shall be no outdoor storage of vehicles, (5) all building, engineering and code compliance staff comments shall be promptly complied with, (6) there shall be a reduction in the number of service bays/areas so that the on-site parking meets the Municipal Code, and (7) additional parking spaces shall be provided on the east/rear of the Subject Property.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 20th day August, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

f:\pkb\bensenville\ordinances\zoning\conditionaluse\211beelineunit1.mvrepair.doc

Ordinance # - 2013

Exhibit “A”

The Legal Description of the property is as follows:

Parcel One: The west 234.18 feet lying south of a line drawn at right angles to the west line thereof, through a point 90.02 feet north of the southwest corner thereof of Lot 3 (Except the south 33 feet thereof) in Mohawk Acres, a subdivision in the southeast quarter of Section 11, Township 40 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof Recorded October 17, 1934 as Document 35061, in DuPage County , Illinois.

Parcel Two Easement for the benefit of Parcel 1 for ingress and egress as set in the Declaration Recorded as Document R72 – 74496 and shown in the Plat of Subdivision aforesaid in Du Page County, Illinois

Commonly known as 211 West Beeline Drive Unit #1, Bensenville, Illinois.

Permanent Index Number: 03 – 11 – 401 – 033

Ordinance # - 2013

Exhibit “B”

Findings of Fact

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. **The addition of another motor vehicle repair business limited to passenger vehicles will not increase the traffic congestion found on-site to levels not otherwise typical of permitted uses in the District. The Unit was previously occupied by a similar motor vehicle repair operation.**
2. Environmental Nuisance: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. **There should not be environmental nuisances uncharacteristic of other I -2 uses and as work will be done indoors negative air and waste disposal nuisances are mitigated; however, any influx in truck traffic and storage would be an environmental nuisance to the surrounding tenants. With the use limited to passenger vehicles (no trucks) there should not be any negative environmental effects.**
3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. **The property in question is zoned I -2 Light Industrial. The proposed use should be in harmony with the businesses in the area.**
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. **No significant increase in the utilization of the public utility systems is anticipated.**

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. **Staff believes that as the business is located in an industrial area, there is sufficient market demand for the proposed service.**
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. **Motor Vehicle Repair both Major & Minor will be in harmony with the surrounding business and industrial uses.**

Commissioner Pisano seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Pisano, Rodriguez, Rowe, Weldon

Nays: None

All were in favor. Motion carried.

TYPE:
Resolution

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
August 20, 2013

DESCRIPTION:

Resolution Approving an Intergovernmental Agreement By and Between the Illinois Office of the Comptroller and the Village of Bensenville, Illinois Regarding Access to the Comptroller's Local Debt Recovery Program.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

AF&L - Approved 5-0

DATE:

August 13, 2013

BACKGROUND:

Under a measure signed into law in December of 2011, the Local Debt Recovery Program allows the Illinois Office of the Comptroller to enter into an Intergovernmental Agreement (IGA) with counties, municipalities, school districts, community colleges, public universities and other local governments to collect unpaid debt such as parking tickets, fines, fees, and other types of outstanding obligations.

KEY ISSUES:

The Local Debt Recovery Program allows the Village to both enhance customer service and improve utility billing collections. The following illustrates how the program functions:

- Prior to the Comptroller issuing a state tax refund, commercial payment, lottery winning, or payroll check, the amount owed to the local government plus an administrative fee will be deducted and deposited in the Comptroller's Local Debt Recovery Trust Fund.
- The debtor will be provided with a written notice of the action and has 60 days to protest the deduction with the Illinois Office of the Comptroller.
- If no protest is made at the end of the 60 day period, the amount owed will be transferred to the local unit of government.
- Other payments will be processed as protests are adjudicated.
- Payments to local units of government will be made on a weekly basis and will be consolidated to include all debts owed to the unit of government for that week.
- The same laws governing involuntary withholdings apply to the Local Debt Recovery Program.

Staff envisions piloting the Local Debt Recovery Program in Utility Billing. More specifically, we envision utilizing this program to solve a very specific customer service problem which occurs when a tenant skips town leaving a water balance on their account which has to be paid by the landlord. This tool will allow us to pursue the party responsible for accruing the balance due versus the landlord.

ALTERNATIVES:

1. Approve Intergovernmental Agreement.
2. Board discretion.

RECOMMENDATION:

Participating in the State's Local Debt Recovery Program will allow the Village to increase collections of outstanding receivables as well as provide a potential solution to a common customer service issue wherein landlords are left holding the debts accumulated by former tenants. As such staff recommends approval of the intergovernmental agreement.

The AF&L Committee recommended approval (vote 5-0) at the August 13, 2013 meeting.

BUDGET IMPACT:

There is no charge to the Village for participating in the Local debt Recovery Program. As the average refund is only \$300, staff estimates we will increase collections by less than \$10,000 annually.

ACTION REQUIRED:

Approve the Intergovernmental Agreement.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	8/15/2013	Resolution Letter
Local Debt Recovery Program Overview	8/7/2013	Backup Material
Intergovernmental Agreement	8/7/2013	Backup Material
Non-Disclosure Agreement	8/7/2013	Backup Material

RESOLUTION NO. _____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
VILLAGE OF BENSENVILLE, ILLINOIS
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

WHEREAS, the VILLAGE is a body corporate and politic organized and existing pursuant to the laws of the State of Illinois, located in the Counties of Cook and DuPage, State of Illinois; and

WHEREAS, the THE ILLINOIS OFFICE OF THE COMPTROLLER (hereinafter "IOC") is a Public Agency and a unit of government within the State of Illinois; and

WHEREAS, both the State of Illinois and the VIILLAGE have a responsibility to collect debts owed to its respective public bodies; and

WHEREAS, IOC operates a system, known as the Comptroller's Offset System (hereinafter, "the System"), for collection of debt owed the State by persons receiving payments from the State; and

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d]; and

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, "the Act") [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

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

SECTION ONE: The foregoing recitals are hereby incorporated by reference in this Section One as if fully set forth.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the President and Village Clerk shall be and are hereby authorized and directed, respectively, to execute and to attest to said Agreement in substantially the form attached hereto.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

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

Frank Soto
Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

A PARTNERSHIP WITH LOCAL GOVERNMENTS

LOCAL DEBT RECOVERY PROGRAM

THE PROGRAM

Under a measure signed into law in December of 2011, the Local Debt Recovery Program will allow the Illinois Office of the Comptroller to enter into an Intergovernmental Agreement (IGA) with counties, municipalities, school districts, community colleges, public universities and other local governments to collect unpaid debt such as parking tickets, fines, fees, and other types of outstanding obligations.

HOW IT WORKS

- Prior to the Comptroller issuing a state tax refund, commercial payment, lottery winning, or payroll check, the amount owed to the local government plus an administrative fee will be deducted and deposited in the Comptroller's Local Debt Recovery Trust Fund.
- The debtor will be provided with a written notice of the action and has 60 days to protest the deduction with the Illinois Office of the Comptroller.
- If no protest is made at the end of the 60 day period, the amount owed will be transferred to the local unit of government.
- Other payments will be processed as protests are adjudicated.
- Payments to local units of government will be made on a weekly basis and will be consolidated to include all debts owed to the unit of government for that week.
- The same laws governing involuntary withholdings apply to the Local Debt Recovery Program.

Contact the Illinois Office of the Comptroller's Government and Community Affairs Department for more information at (312) 814-2488.

LOCAL DEBT RECOVERY PROGRAM

FREQUENTLY ASKED QUESTIONS

Is there a maximum amount that can be deducted from tax refunds, commercial payments and state payroll checks?

100% of debt owed can be deducted from tax refunds, lottery winnings and commercial payment checks.

However, if a local debt exists from an individual who receives a state payroll check, no more than 25% of the employee's disposable income (i.e. net income) can be deducted.

Local governments may submit claims for the entire amount owed and the Illinois Office of the Comptroller will compute the amount available for debt recovery.

Are any types of state checks exempt from the Local Debt Recovery Program?

Yes, Senior Circuit Breaker, Secretary of State Refund, Illinois Pre-Paid Tuition Trust Fund, and Retirement Payments are exempt.

exempt from the Local Debt Recovery Program as well as any other payments exempt by statute.

Is there a cost to the local government for participating in the Local Debt Recovery program?

No. The program is funded by an administrative fee paid by the individual who owes the debt.

The program will involve some of the local government's staff time to submit debtor records to the Office of the Comptroller and maintain debtor records after debt as been recovered.

Will Local Debt Recovery Program payments be late like other State of Illinois payments?

No. Once a debt is deducted from a state payment, the amount is transferred into the Local Debt Recovery Trust Fund where it will be held for 60 days during the appeals process. If no appeal is made, the amount will be transferred out of the fund at the end of the 60-day period. Payments will be made on a weekly basis.

If an appeal is made and the debtor's appeal is rejected, the amount owed to the local government will be transferred out of the Local Debt Recovery Trust Fund after the determination on the appeal is made.

LOCAL DEBT RECOVERY PROGRAM

FREQUENTLY ASKED QUESTIONS

Is there an order of who gets paid first when multiple debts exist?

If an individual or entity owes multiple units of government, state and federal government debts are paid first. Following that, any debts owed to local governments will be paid on a “first in, first out” manner based on the date that a debt record was placed on the IOC system (through the Maintenance Add process).

Can debt collection agencies assist municipalities with managing debt records for the Comptroller’s Local Debt Recovery Program?

While all information (debt records, etc) provided to the Illinois Office of the Comptroller must come from the Local Claiming Entity (LCE); a collection agency can assist the LCE with preparation and maintenance of debt records.

Can a municipality provide the collection agency phone number in place of a municipal phone number if debtors have questions about a specific debt?

No. The phone number can’t be a collection agency line. It needs to be a customer service line within the LCE office.

LOCAL DEBT RECOVERY PROGRAM

STATUTE: PA 097-0632

Public Act 097-0632

(HB0384 Enrolled)

AN ACT concerning State government.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The State Comptroller Act is amended by changing Section 10.05 and by adding Section 10.05d as follows:

(15 ILCS 405/10.05) (from Ch. 15, par. 210.05)

Sec. 10.05. Deductions from warrants; statement of reason for deduction. Whenever any person shall be entitled to a warrant or other payment from the treasury or other funds held by the State Treasurer, on any account, against whom there shall be any then due and payable account or claim in favor of the State, or to the United States upon certification by the Secretary of the Treasury of the United States, or his or her delegate, pursuant to a reciprocal offset agreement under subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986, or a unit of local government, a school district, or a public institution of higher education, as defined in Section 1 of the Board of Higher Education Act, upon certification by that entity then due and payable, the Comptroller, upon notification thereof, shall ascertain the amount due and payable to the State, or to the United States, the unit of local government, the school district, or the public institution of higher education, as aforesaid, and draw a warrant on the treasury or on other funds held by the State Treasurer, stating the amount for which the party was entitled to a warrant or other payment, the amount deducted therefrom, and on what account, and directing the payment of the balance; which warrant or payment as so drawn shall be entered on the books of the Treasurer, and such balance only shall be paid.

The Comptroller may deduct any one or more of the following:

- (i) the entire amount due and payable to the State or may deduct a portion of the amount due and payable to the State in accordance with the request of the notifying agency;

LOCAL DEBT RECOVERY PROGRAM

STATUTE: PA 097-0632

(ii) , and may deduct the entire amount due and payable to the United States, or may deduct a portion of the amount due and payable to the United States, in accordance with a reciprocal offset agreement under subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986; or

(iii) the entire amount due and payable to the unit of local government, school district, or public institution of higher education or a portion of the amount due and payable to that entity in accordance with an intergovernmental agreement authorized under this Section and Section 10.05d. No request from a notifying agency, or from the Secretary of the Treasury of the United States, a unit of local government, a school district, or a public institution of higher education for an amount to be deducted under this Section from a wage or salary payment, or from a contractual payment to an individual for personal services, shall exceed 25% of the net amount of such payment. "Net amount" means that part of the earnings of an individual remaining after deduction of any amounts required by law to be withheld.

For purposes of this provision, wage, salary or other payments for personal services shall not include final compensation payments for the value of accrued vacation, overtime or sick leave. Whenever the Comptroller draws a warrant or makes a payment involving a deduction ordered under this Section, the Comptroller shall notify the payee and the State agency that submitted the voucher of the reason for the deduction and he or she shall retain a record of such statement in his or her records. As used in this Section, an "account or claim in favor of the State" includes all amounts owing to "State agencies" as defined in Section 7 of this Act.

However, the Comptroller shall not be required to accept accounts or claims owing to funds not held by the State Treasurer, where such accounts or claims do not exceed \$50, nor shall the Comptroller deduct from funds held by the State Treasurer under the Senior Citizens and Disabled Persons Property Tax Relief and Pharmaceutical Assistance Act or for payments to institutions from the Illinois Prepaid Tuition Trust Fund (unless the Trust Fund moneys are used for child support). The Comptroller and the Department of Revenue shall enter into an interagency agreement to establish responsibilities, responsibility, duties, and procedures relating to deductions from lottery prizes awarded under Section 20.1 of the Illinois Lottery Law.

LOCAL DEBT RECOVERY PROGRAM

STATUTE: PA 097-0632

The Comptroller may enter into an intergovernmental agreement with the Department of Revenue and the Secretary of the Treasury of the United States, or his or her delegate, to establish responsibilities, duties, and procedures relating to reciprocal offset of delinquent State and federal obligations pursuant to subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986. The Comptroller may enter into intergovernmental agreements with any unit of local government, school district, or public institution of higher education to establish responsibilities, duties, and procedures to provide for the offset, by the Comptroller, of obligations owed to those entities. (Source: P.A. 97-269, eff. 1-1-12.)

(15 ILCS 405/10.05d new)

Sec. 10.05d. Deductions for delinquent obligations owed to units of local government, school districts, and public institutions of higher education. Pursuant to Section 10.05 and this Section, the Comptroller may enter into intergovernmental agreements with a unit of local government, a school district, or a public institution of higher education in order to provide for (i) the use of the Comptroller's offset system to collect delinquent obligations owed to that entity and (ii) the payment to the Comptroller of a processing charge of up to \$15 per transaction for such offsets. The Comptroller shall deduct, from a warrant or other payment described in Section 10.05, in accordance with the procedures provided therein, its processing charge and the amount certified as necessary to satisfy, in whole or in part, the delinquent obligation owed to the unit of local government, school district, or public institution of higher education, as applicable. The Comptroller shall provide the unit of local government, school district, or public institution of higher education, as applicable, with the address to which the warrant or other payment was to be mailed and any other information pertaining to each person from whom a deduction is made pursuant to this Section. All deductions ordered under this Section and processing charges imposed under this Section shall be deposited into the Comptroller Debt Recovery Trust Fund, a special fund that the Comptroller shall use for the collection of deductions and processing charges, as provided by law, and the payment of deductions and administrative expenses, as provided by law.

LOCAL DEBT RECOVERY PROGRAM

STATUTE: PA 097-0632

Upon processing a deduction, the Comptroller shall give written notice to the person subject to the offset. The notice shall inform the person that he or she may make a written protest to the Comptroller within 60 days after the Comptroller has given notice. The protest shall include the reason for contesting the deduction and any other information that will enable the Comptroller to determine the amount due and payable. The intergovernmental agreement entered into under Section 10.05 and this Section shall establish procedures through which the Comptroller shall determine the validity of the protest and shall make a final disposition concerning the deduction. If the person subject to the offset has not made a written protest within 60 days after the Comptroller has given notice or if a final disposition is made concerning the deduction, the Comptroller shall pay the deduction to the unit of local government, school district, or public institution of higher education, as applicable, from the Comptroller Debt Recovery Trust Fund.

Section 10. The Illinois Income Tax Act is amended by changing Section 911.3 as follows:

(35 ILCS 5/911.3)

Sec. 911.3. Refunds withheld; order of honoring requests. The Department shall honor refund withholding requests in the following order:

- (1) a refund withholding request to collect an unpaid State tax;
- (2) a refund withholding request to collect certified past due child support amounts under Section 2505-650 of the Department of Revenue Law of the Civil Administrative Code of Illinois;
- (3) a refund withholding request to collect any debt owed to the State;
- (4) a refund withholding request made by the Secretary of the Treasury of the United States, or his or her delegate, to collect any tax liability arising from Title 26 of the United States Code;
- (4.5) a refund withholding request made by the Secretary of the Treasury of the United States, or his or her delegate, to collect any nontax debt owed to the United States as authorized under subsection (i-1) of Section 10 of the Illinois State Collection Act of 1986;

LOCAL DEBT RECOVERY PROGRAM

STATUTE: PA 097-0632

- (4.6) a refund withholding request to collect any debt owed to a unit of local government, school district, or public institution of higher education collected under an intergovernmental agreement entered into under Sections 10.05 and 10.05d of the State Comptroller Act;
- (5) a refund withholding request pursuant to Section 911.2 of this Act; and (6) a refund withholding request to collect certified past due fees owed to the Clerk of the Circuit Court as authorized under Section 2505-655 of the Department of Revenue Law of the Civil Administrative Code of Illinois. (Source: P.A. 97-269, eff. 1-1-12.)

Section 15. "An Act concerning State government", approved August 8, 2011, Public Act 97-269, is amended by adding Section 99 as follows:

(P.A. 97-269, Sec. 99 new)

Sec. 99. Effective date. This Act (Public Act 97-269) takes effect on the effective date of this amendatory Act of the 97th General Assembly or January 1, 2012, whichever is earlier.

Section 99. Effective date. This Act takes effect upon becoming law.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
VILLAGE OF BENSENVILLE, ILLINOIS
REGARDING ACCESS TO THE COMPTROLLER'S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and Village of Bensenville (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section

10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;
 - (vii) a statement as to the outcome of any hearings or other

proceedings held to establish the debt, or a statement that no hearing was requested; and,

- (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit must, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset (See Appendix A).
- (b) Only debts finally determined as currently due and payable may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on forms provided by the Comptroller and shall contain a signature sample of the person(s) to whom the delegation is made.
- (e) For purposes of this Agreement, “chief officer of the local unit” means Director of Finance.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the

ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

B. Operational Requirements. Upon receiving a data file from the chief officer pursuant to the terms of this this Agreement, IOC will perform a match with the local unit's debt file using a debtor's social security number, taxpayer identification number, name, address, or other unique identifier. The chief officer will receive a weekly file from IOC indicating the matches, at which time the local unit will update its debtor records. The chief officer will assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.

1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data.
2. Fee. A fee shall be charged to the debtor in order to recover the cost to IOC for administrating the System. The fee shall be per payment transaction and shall be \$15, unless the payment is for an amount less than \$30, in which case the fee shall be equal to the amount offset. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III (B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.
4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered

by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.

6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 630-766-8200.
7. Debt Priorities
 - (a) If a debtor has more than one local unit debt, the debt with the oldest date of delinquency shall be offset first.
 - (b) Any debt that is less than or equal to \$9.99 which is placed or remains on the System will not be offset and will not be paid to the local unit until such time as the balance owed to the local unit by the debtor exceeds \$9.99.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor if an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the

information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Ray Marchiori, Director – Department of Government and Community Affairs
2. Local Unit: Tim Sloth, Director of Finance

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Alissa Camp, General Counsel
 Illinois Office of the Comptroller
 325 West Adams
 Springfield, Illinois 62704
 Phone: 217/782-6000
 Fax: 217/782-2112
 E-mail: CampAJ@mail.ioc.state.il.us

Local Unit: Tim Sloth, Director of Finance

 Village of Bensenville
 12 S. Center St.
 Bensenville, IL 60106
 630-350-3397
 tsloth@bensenville.il.us

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and Village of Bensenville. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and Village of Bensenville by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Judy Baar Topinka

Title: Comptroller

Village of Bensenville

By: _____

Date: _____

Name: Frank Soto

Title: Village President

Appendix A



STATE OF ILLINOIS
COMPTROLLER
JUDY BAAR TOPINKA

Local Debt Recovery Program

Involuntary Withholding Tape/File Certification Form

Local Unit Name: _____

Tape #/File Type: _____

Record Count: _____

Dollar Amount: _____

Please mark the appropriate box:

Add Tape/File

- The debtor(s) has (have) been sent a notice that a claim has been established against said person thus giving the debtor the opportunity to appeal the determination of the existence and amount of the claim(s).
- No hearing(s) was (were) requested or a hearing(s) was (were) held and the result(s) was (were) that the claim(s) was (were) found to be valid in the amount(s) referenced in the attached record.
- The date(s) of the final determination of the debt(s) for each claim was prior to the date of submittal of the claim to IOC for Local Debt Recovery purposes.

Change Tape/File

- All change transactions contained on the enclosed tape/file meet the criteria for inclusion in the Local Debt Recovery Program.

Delete Tape/File

- All claims contained on the enclosed tape/file no longer meet the criteria for inclusion in the Local Debt Recovery Program, and should be removed from the Program.

I, _____, do hereby certify that all of the debts included on the tape/file are in compliance with the requirements of the State Comptroller Act [15 ILCS 405] and the Intergovernmental Agreement entered into between the above named local unit and the Illinois Office of the Comptroller. If I am submitting a facsimile or email signature, I hereby certify by so filing that the original signed document exists in my possession.

Authorized Signature: _____ **Date:** _____

Local Unit: _____ **Phone #:** _____

NON-DISCLOSURE AGREEMENT

It is understood and agreed to that the Illinois Office of the Comptroller (hereinafter referred to as “the Discloser”) and Village of Bensenville (hereinafter referred to as “the Recipient”) would like to exchange certain information that is considered confidential. To ensure the protection of such information and in consideration of the agreement to exchange said information, the parties agree as follows:

1. The confidential information to be disclosed by the Discloser under this Agreement (“Confidential Information”) can be described as and includes:

The executable package (titled “LDRP FDA.msi” and “Setup.exe”), any source code that may derive from the executable package, any help files or associated literature, and/or any other information obtained as a direct result of taking receipt of the executable package from the discloser.

In addition to the above, Confidential Information shall also include, and the Recipient shall have a duty to protect, other confidential and/or sensitive information which is (a) disclosed by Discloser in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (b) disclosed by Discloser in any other manner and identified as confidential at the time of disclosure and is also summarized and designated as confidential in a written memorandum delivered to Recipient within thirty (30) days of the disclosure.

2. Recipient shall use the Confidential Information only for the purpose of participating in the Local Debt Recovery Program.
3. Recipient shall limit disclosure of Confidential Information to within its own organization, and only to its directors, officers, and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior express written consent of the Discloser.
4. This Agreement imposes no obligation upon the Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; or (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, the Discloser.
5. The Discloser warrants that it has the right to make the disclosures under this Agreement.
6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Recipient any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Furthermore, both parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.
8. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.
9. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that Discloser shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement.
10. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect to the disclosure of this specific confidential information. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Illinois, U.S.A. In the event that there is a breach of this agreement, any and all disputes must be settled in a court of competent jurisdiction in the circuit court of Sangamon County, State of Illinois, U.S.A.
11. This Agreement is supplemental to, and does not in any way modify, amend, or replace, any Intergovernmental Agreement between the two parties pertaining to participation in the Local Debt Recovery Program. Furthermore, the End User License Agreement ("EULA") accompanying the installation of the above referenced executable package is in addition to, and will not replace, modify, or amend, this Agreement. Any inconsistencies between the EULA and this Agreement shall be reconciled and governed by the terms set forth in this Agreement.
12. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and by affixing their signatures to this document, hereby voluntarily accept the duties and obligations set forth herein.

[Signature Page Follows]

RECIPIENT OF CONFIDENTIAL INFORMATION – Village of Bensenville

Name: Frank Soto

Title: Village President

Signature: _____ Date: _____

DISCLOSER – ILLINOIS OFFICE OF THE COMPTROLLER

Name: Judy Baar Topinka

Title: Comptroller

Signature: _____ Date: _____

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance Granting Approval of a Variance to Allow a Fence in the Corner Side Yard of the Property Commonly Identified as 618 W. Green Street.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

CEDC - Approved (vote 5-0).

DATE:

August 13, 2013

BACKGROUND:

The property in question is a single family detached home with a detached garage located within the corner side yard. The applicants are seeking to install a six foot wood fence to enclose their rear yard. The proposed fence is with in the corner side yard and therefore needs a variance to be erected.

KEY ISSUES:

Church Road is a Collector street that handles approximately 11,000 vehicles a day, enclosing a home's rear yard along such a street is reasonable. What creates the variance is the fence's proposed location along the property line within the required corner sideway. There is an existing detached garage in the required corner sideway approximately five feet from the Church Road property line. The request proposes a fence going from the home to connect to the garage. The homesite tapers from north to south so allowing the fence to encroach into the required yard offers the family additional usable enclosed open space. The primary factor is the existing garage, if not for the garage the staff opinion would be different.

At the Public Hearing it was recommended that the proposed fence be relocated to be in line with the garage (approximately five feet from the property line). This will allow space for aesthetically pleasing landscape material along the fence line and eliminates a possible vision triangle obstruction at the intersection of the driveway and Church Road. The applicant is agreeable to the revised design.

As a variance we must find that certain approval criteria are met. These criteria include that there are special circumstances, a hardship or practical difficulty, that the circumstances relate to the property specifically and are not the result of actions by the applicant, that the variance is necessary for the applicant to enjoy a substantial property right, it is needed for the use of the property, if approved the variance would not alter the local character, it is the minimum variance necessary and that it is consistent with the Village plans. Based on the factors mentioned above, staff believes that the request as altered at the Public Hearing meets these criteria.

ALTERNATIVES:

1. Approve the variance with the conditions as recommended by the CDC.
2. Remand the request to the CDC.
3. Committee discretion.

RECOMMENDATION:

Staff respectfully recommends approval with conditions. At their 07.08.13 Public Hearing the CDC unanimously (7 - 0) recommended approval of the variance with a slightly amended plan which was agreeable to the applicant. The plan included in the Committee material reflects this change.

The CEDC unanimously (vote 5-0) recommended approval of the variance.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Ordinance approvng the fence variance.

ATTACHMENTS:

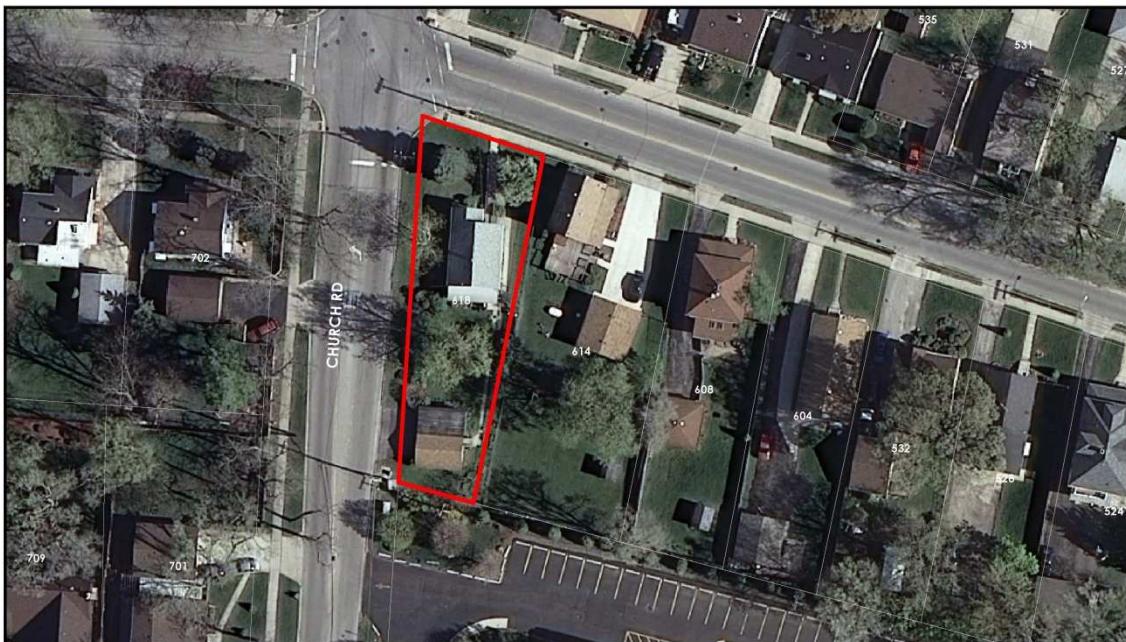
<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial and Zoning Map	8/2/2013	Backup Material
Ordinance	8/15/2013	Backup Material

CDC#2013 – 16

618 West Green Street
Anna & Mario Kovacevic
Variance; Fence

Village of Bensenville

618 W Green St.



Village of Bensenville

2010 Zoning Map



ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
TO ALLOW A FENCE IN THE CORNER AND SIDE YARD OF THE PROPERTY
COMMONLY IDENTIFIED AS 618 WEST GREEN STREET, BENSENVILLE, ILLINOIS**

WHEREAS, Anna and Mario Kovacevic ("Owner/Applicant"), filed an application for approval of a variance to allow a fence in the corner and side yard as set forth in Section 10-14-11 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 618 W. Green Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variance sought by the Owner/Applicant was published in the Daily Herald on June 22, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, 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 July 8, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing on the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the variance and, thereafter, voted to approve the fence variance, and forwarded its recommendations, including the Staff Report and findings relative to the variation to the Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community Development Commission to allow a fence in the corner and side yard is consistent with the Zoning Ordinance.

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 RS-5 High Density Single Family Residential District, which zoning classification shall remain in effect subject to the variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the fence variance sought, as allowed by the Zoning Ordinance, Section 10-14-11, as adopted by the Community Development Commission as shown in Exhibit "B" is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That the variance sought by the Owner/Applicant to allow construction of a six-foot fence in the actual corner and side yard of the Subject Property is hereby granted subject to the following conditions: (1) a copy of the Variance Ordinance shall be kept on the Subject Property at all times; (2) the fence shall be constructed in compliance with the plans submitted as part of this variance application, except as revised by the Village as shown in the Staff Report; (3) the fence shall be setback from the western property line a minimum of three feet to provide an area for landscaping; (4) the Owner/Applicant shall submit a landscape plan as part of the fence permit, which landscape plan will be reviewed and approved along with the fencing and the landscape as a required part of the construction project; and (5) the fence location shall be modified as shown in the Staff Report so as not to interfere with the vision clearance triangle.

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 Owner/Applicant to run with the Subject Property and be binding upon any and all successors in interest to the Owner/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 20th day of August, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

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Ordinance # ____- 2013

Exhibit “A”

The Legal Description of the property is as follows:

Lot eight (8) of John Koebberman's Addition to Bensenville, a Subdivision of part of the southwest quarter of the northeast quarter and part of the northwest quarter of the southeast quarter of section fourteen (14), Township Forty (40) North, Range Eleven (11), East of the Third Principal Meridian, according to a plat thereof Recorded on August 24, 1921, in Book 9 of Plats, Page 70, as Document 150375, in Du Page County, Illinois.

Commonly known as 618 West Green Street, Bensenville, Illinois.

Permanent Index Number: 03 – 14 – 400 – 001

Ordinance # ____- 2013

Exhibit “B”

Findings of Fact

Motion:

Commissioner Rowe made a motion to approve the findings of facts for CDC Case No. 2013-16 consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them. **There are special circumstances that are particular to the layout of this specific property.**
2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience. **There is a Hardship or Practical Difficulty here as the tapering of the lot and the placement of the detached garage.**
3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property. **The special circumstances relate to the physical character of the land and building location of this property as the existing detached garage and taper of the lot create a special circumstance.**
4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in

the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. **The configuration of the lot is not of the applicants' doing.**

5. **Preserve Rights Conferred By District:** A variance 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. **The variance is needed for the applicant to enjoy the property and does not confer special privilege on the property.**
6. **Necessary For Use Of 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. **Granting of the requested variance is necessary for the reasonable use of the property.**
7. **Not Alter 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. **Granting of the variance will not alter the local character. Property values, public safety will not be negatively affected should the variance be granted.**
8. **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. **Staff believes**

that the variance with the conditions suggested by staff is consistent with the Village's Ordinances and plan.

9. 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. **Staff believes that the variance sought is the minimum required for the applicant to gain relief.**

Commissioner Weldon seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe,
Weldon

Nays: None

All were in favor. Motion carried.

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance Adopting Amendments to Building Code Regulations, As Set Forth in Title 9, Chapter 2 of the Bensenville Village Code.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

CEDC - Approved (vote 5-0)

DATE:

August 13, 2013

BACKGROUND:

When the Village approved the 2006 International Building Code in May 2010, the use of open web wood trusses was prohibited in all nonresidential buildings by a local amendment. After further review of our codes, and a survey of our surrounding communities, it appears the Village of Bensenville may be a little more strict than our neighbors. Generally, our neighboring communities either allow wood trusses outright, allow wood trusses in conjunction with a sprinkler system, allow them with a special notification placard for fire fighters to be aware, or require some combination of the three.

KEY ISSUES:

Our goal as a staff is to constantly evaluate our position on codes and amendments to be sure we are serving our customers in the safest and most fair way possible. We see value in allowing wood trusses in nonresidential construction under certain circumstances. In the case of this proposed amendment, we suggest several limiting factors to allowing the use of wood trusses in a nonresidential use group.

1. The building shall be 1 story, freestanding, and under 5,000 square feet.
2. The entire building, including the attic space, shall be sprinklered.
3. A wood truss notification placard must be located on the sprinkler room door.

The goal is to allow the use of wood trusses on smaller nonresidential buildings where the cost to use all noncombustible items, as our current code requires, can be an expensive upgrade in construction costs. At the same time, the fire fighters who respond to a fire need to be notified that this building contains wood trusses, which can burn through and collapse faster than typical noncombustible materials. This is why the proposed amendment calls for the truss space to be sprinklered as well.

In the past, the Village prohibited the use of wood trusses in any nonresidential construction project. With the rising costs of steel and noncombustible construction materials and methods, the amendment to prohibit wood trusses can penalize and prohibit the smaller nonresidential users from being able to afford to build within the Village. Most of our neighboring communities allow the use of wood trusses as long as there are some additional protections in place in case of fire.

ALTERNATIVES:

1. Approve the proposed amendment as presented.
2. Deny the proposed amendment as presented.
3. Discretion of the Committee.

RECOMMENDATION:

Staff respectfully recommends that the Committee approve the amendment as proposed.

The CEDC voted unanimously (5-0) to approve the Building Code Amendment at their August 13, 2013 meeting.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached Building Code Amendment Ordinance to allow wood web trusses under certain circumstances.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	8/6/2013	Ordinance

**AN ORDINANCE ADOPTING AMENDMENTS
TO BUILDING CODE REGULATIONS,
AS SET FORTH IN TITLE 9 CHAPTER 2
OF THE BENSENVILLE VILLAGE CODE**

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

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

WHEREAS, in furtherance of this authorization, the Village has adopted a Building Code, which is set forth in Title 9 of the Bensenville Village Code of Ordinances, to control all matters concerning the construction, alteration, additions, repair, removal, demolition, use, location, occupancy and maintenance of all buildings and structures; and

WHEREAS, staff has reviewed provisions of Title 9, specifically those providing for allowable construction materials as set forth in Chapter 2 of Title 9 and has recommended that the Village Board adopt revisions to these regulations which are in keeping with current Illinois and national code provisions; and

WHEREAS, the Village Board has reviewed the recommendations of Village staff and believe it is in the best interests of the residents of the Village to amend existing provisions concerning allowable construction materials.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook County, Illinois, assembled in a duly noticed regular meeting:

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

SECTION TWO: That Title 9 Building Regulations, Chapter 2 Building Code is hereby amended to state as follows:

9-2-3: AMENDMENTS TO THE BUILDING CODE:

2300 Chapter 23 – Wood

2303.4 Modify section as follows:

“Delete section and all subsections in their entirety. The use of open web wood trusses is not permitted, **unless all of the following conditions are met:**

Condition 1: The nonresidential building is freestanding, under 5,000 gross square feet, and only 1 story in height.

Condition 2: Building is fully protected with an approved fire sprinkler system which protects the entire building, including the concealed attic/truss space.

Condition 3: A placard must be posted on the sprinkler equipment room door identifying the use of wood trusses in the construction of the building. Coordinate exact verbiage and location with the Village prior to occupancy being granted.”

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: 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 11th day of June, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Consider a text amendment to sign regulations, dealing with both freestanding and wall signs, for Sections 10 - 3 (monument sign) and Section 10 -18 (Sign Regulations) of the Bensenville Village Code.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

CEDC - Approved (vote 5-0)

DATE:

August 13, 2013

BACKGROUND:

The recent requests for signs from Bacci Pizza/Dunkin' Donuts as well as Prologis have highlighted several areas of our regulations that are onerous to local business. In response to these and other requests staff has proposed amendments to the monument sign, wall sign, tenant panel regulations, identification signs, temporary signs and menu boards.

KEY ISSUES:

To achieve the balance between accommodating the needs of our business residents and preserving and enhancing the community -wide aesthetic, staff has proposed several amendments.

We propose to eliminate the 20' maximum height for wall signs. With office buildings and warehouse/industrial buildings increasing in height we propose to limit the wall sign height based on the actual height of the building, saying the sign shall not project above the roof or parapet line.

We propose to amend the maximum six foot height and 32 square foot maximum area of monument signs in the Office and Industrial Districts to match the eight foot height and 50 square foot maximum area in the various Commercial Districts.

Current regulations limit properties to one monument sign. Staff has proposed that we expand the number to two in certain circumstances; namely 200' minimum street frontage, one per frontage and one acre minimum lot size.

Identification signs are proposed to have the same maximum height and area as commercial districts , eight feet in height and 50 square feet in area. Also the current Code allows only one identification sign at each major entry to a subdivision or business park. Staff is proposing two, one on each side of the road.

The Village currently limits "items of information " on a sign to three. Staff is proposing that we eliminate this constraint. "Items of information" include business name, address, logo, services, telephone number etc. We have found this constraint to be overly restrictive to businesses in the Village.

Definition of a monument sign is also proposed to be changed. We mandate the base to be 70% of the sign width which creates unattractive signs as the height increases. To solve this aesthetic issue we propose to redefine monument sign to require a base 40% the width of the sign. The Bacci Pizza sign was the genesis of this amendment.

We currently call out "Directory Signs" and "Professional Directory Signs", staff recommends deleting the "Directory Sign" definition as these are the same types of signs, additionally we propose to insert them as allowable signs in the nonresidential zoning districts and eliminate their "exempt" status thus requiring a permit.

Staff has been testing a pilot program for "Grand Opening" signs for new businesses. It seems to be working well and has been well received by our new corporate citizens. We now propose to codify it. Allowing Grand Opening signs for 60 days with no permit fee.

Last but not least staff proposes to amend the Menu Board requirements. Our current maximums of 16 square feet and six feet in height are out of touch with current practice. We have been approving Menu Boards up to 40 square feet and eight feet in height, and propose to establish these as the new code maximums eliminating the need for variances to install a "standard" size menu board.

ALTERNATIVES:

1. Approve the Text Amendment as presented.
2. Remand the item to the CDC.
3. Board discretion.

RECOMMENDATION:

Staff recommends approval of the proposed amendments. At their June 24, 2013 Public Hearing the CDC voted unanimously (6-0) to recommend approval to the President and Village Board of Trustees. There was one member of the public present who spoke in favor of the amendments.

The CEDC voted unanimously (vote 5-0) to recommend approval at their August 13, 2013 meeting. As of this time the Ordinance is not yet available, however we anticipate it will be ready by August 16 at which time it will be forwarded to the Board.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Motion to approve the text amendments as recommended by the staff and CDC.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
CDC Application	8/2/2013	Backup Material
Staff Report	8/2/2013	Backup Material
CDC Minutes	8/2/2013	Backup Material

For Office Use Only		
Date of Submission:	MUNIS Account #:	CDC Case #:
N/A		
Zo13-18		

COMMUNITY AND ECONOMIC DEVELOPMENT COMMISSION APPLICATION

Development Name/Location: Text Amendment Sign Regulations

Property Identification Number(s) (PIN): _____

A. OWNER:

<u>Village of Benetka</u>	
Name	Corporation (if applicable)
<u>12 S. Center Street</u>	
Street	
<u>Benetka</u>	<u>IL</u>
City	<u>60106</u>
<u>Scott Viger</u>	State <u>Zip Code</u>
Contact Person	<u>630.350.3411</u>
	Telephone Number & Email Address

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

Owner Signature: Scott Viger Date: 06.21.13

B. APPLICANT:

<u>Same</u>	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number & Email Address	

Relationship of Applicant to subject property:

Applicant Signature: _____ Date: _____

C. ACTION REQUESTED (Check applicable):

- Annexation
- Variance
- Site Plan
- Master Sign Plan
- Preliminary Planned Unit Development*
- Final Planned Unit Development*
- Preliminary Plat of Subdivision
- Final Plat of Subdivision
- Conditional Use Permit
- Rezoning (Map Amendment)

*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- Affidavit of Ownership (original, signed)
- Application (2 initial copies)
- Approval Criteria (2 initial copies)
- Review Fee
- Escrow agreement and deposit
- Legal Description
- Plat of Survey (2 initial copies)
- Site Plan (3 initial copies)
- Building Plans & Elevations (5 initial copies)
- Landscape Plan (6 initial copies)
- Digital Submission of all application materials (CDs)

Brief Description of Request(s)

Text Amendment - dealing with various
Sections of the Sign Regulations (10-18)
for signs in non-residential Zoning Districts

D. PROJECT DATA:

1. General description of the site: N/A

2. Acreage of the site: _____ Building Size (if applicable): _____

3. Is this property within the Village limits? (Check applicable below)

Yes

No, requesting annexation

No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans)

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>N/A</u>		
North:			
East:			
South:			
West:			

E. APPROVAL CRITERIA: N/A

1. Select the "Approval Criteria" from the list(s) pertaining to the applicant's request(s).
2. The applicant must compose a letter describing the specific request(s) and how the request(s) specifically meets the individual criteria from the list. The CDC will be unable to approve a request without a comprehensive response for the "Approval Criteria."

F. DEVELOPER'S STAFF:

ARCHITECT

Name: N/A

Telephone: _____

Email: _____

ENGINEER:

Name: _____

Telephone: _____

Email: _____

ATTORNEY

Name: _____

Telephone: _____

Email: _____

OTHER

Name: _____

Telephone: _____

Email: _____



STAFF REPORT

HEARING DATE: June 24, 2013
CDC CASE #: 2013 - 18
APPLICANT: Village of Bensenville
REQUEST: A text amendment to consider amendments to the Sign Regulations in nonresidential Zoning Districts Municipal Code Sections 10 - 3 Definitions and 10 - 18 Sign Regulations

PUBLIC NOTICE:

A Legal Notice was published in the Daily Herald on Saturday June 8, 2013. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.

SUMMARY:

The request is for a Text Amendment to alter various regulations pertaining to both freestanding and, wall mounted signage in the Commercial, Office and Industrial Zoning Districts. The purpose is to provide a streamlined and realistic set of regulations that meets both the aesthetic and safety concerns of the Village as well as the business and advertising needs of our commercial establishments.

Discussion:

The staff has long been desirous of certain amendments to assist in retaining and attracting successful businesses to our community. As our community continues to mature and the old industrial areas become true business parks the signage needs change.

Current regulations allow larger free standing signs in commercial areas than office and industrial districts. Staff is recommending that change to be consistent. The recent sign variance at 1100 N. IL Rte. 83 (Bacci

Pizza/Dunkin' Donuts) in the I – 2 District pointed out the difference in maximum height.

There are several areas we want to address.

1. Wall signs
 - a. Height
2. Monument signs
 - a. Number per zoning lot
 - b. Height
 - c. Area
3. Identification signs
 - a. Number
 - b. Height
 - c. Area
4. Limit on Items of Information
 - a. Eliminate constraint
5. Definition of Monument Sign
6. Clarify Directory & Professional Directory Signs
7. Temporary Signs
 - a. Create "Grand Opening" category
 - b. Display time
8. Menu Boards
 - a. Size
 - b. Height

1. Wall Signs

In the nonresidential districts, wall sign height is controlled as follows:

(2) Wall And Awning/Canopy Signs: Wall and awning/canopy signs shall not project above the roof or parapet line, above the bottom sill of a second story window or above twenty feet (20'), whichever is lowest. (See illustration F in section [10-18-19](#) of this chapter.) The maximum height of rear and side entrance signs shall be twelve feet (12').

Staff proposes the following amendment:

(2) Wall And Awning/Canopy Signs: Wall and awning/canopy signs shall not project above the roof or parapet line, ~~above the bottom sill of a second story window or above twenty feet (20'), whichever is lowest. (See illustration F in section 10-18-19 of this chapter.)~~ The maximum height of rear and side entrance signs shall be twelve feet (12').

Examples of signs that do not meet the current requirements are: Chase Bank on Main Street, Robert Morris University at Thorndale & Rte. 83.

2. Monument Signs

Height

In the Office and Industrial Districts these signs are limited to six feet while in the Commercial Districts they are allowed to be eight feet in height. Staff proposes a consistent eight feet across all nonresidential districts.

Size

Similarly in the Commercial Districts the maximum area is 50 square feet while the Office and Industrial are limited to 32 square feet. Staff is proposing a consistent 50 square feet.

Number

In all districts the current Code limits monument signs to one per zoning lot. Staff envisions corner lots (an example would be Brentwood Commons) to be allowed one monument sign per frontage. This would however have a constraint of a minimum frontage or lot acreage. Staff recommends a minimum of 200' of frontage on each street or a minimum of a one (1) acre site.

Also there is no provision in our current Code that would allow both the "Permanent Office and Industrial Park identification sign and a business monument sign to be on the same zoning lot. This provision penalizes those businesses that happen to be located at the entry to the business area and should be eliminated.

3. Identification Signs (10 – 18 – 12 A2)

Below are the current requirements:

2. Permanent office and industrial park identification signs.
 - a. Structural Types Permitted: Monument signs consisting of no commercial advertising.
 - b. Number Permitted: No more than one at each major entrance designed to identify an office or industrial park.
 - c. Maximum Sign Area: Not to exceed thirty two (32) square feet in area per sign face.
 - d. Maximum Height: The maximum height shall not exceed six feet (6').
 - e. Minimum Setback: Office and industrial park identification signs shall be set back a minimum of five feet (5') from any public right of way and property line. (See illustration I in section [10-18-19](#) of this chapter.)

Staff proposes the following amendments:

2. Permanent office and industrial park identification signs.
 - a. Structural Types Permitted: Monument signs consisting of no commercial advertising.

- b. Number Permitted: No more than ~~one-two~~ at each major entrance designed to identify an office or industrial park.
- c. Maximum Sign Area: Not to exceed ~~thirty two (32)~~fifty (50) square feet in area per sign face.
- d. Maximum Height: The maximum height shall not exceed ~~six-eight~~ feet (~~68'~~).
- e. Minimum Setback: Office and industrial park identification signs shall be set back a minimum of five feet (5') from any public right of way and property line. (See illustration I in section [10-18-19](#) of this chapter.)

4. Limit Items of Information

Below is the current Code constraint:

H. Limitation On Items Of Information: To prevent distraction and traffic hazards for passing motorists, and to minimize the cluttered appearance created by excessive signage, all monument, wall, and awning/canopy signs for business establishments shall be limited in content to no more than three (3) items of information on any single sign face. Items of information may include, but are not limited to, the name of the business, type of use, product, or service (if not part of the business name), street address, telephone number, web site address, business logo, business slogan, or other business information that is provided for advertising purposes.

We propose the elimination of this constraint.

5. Definition of Monument Sign

Below is the current definition:

SIGN, MONUMENT: Any sign, other than a pole sign, placed upon or supported by the ground independently of any other structure. Monument signs may be mounted on a solid base or on two (2) columns or masts, provided that they are constructed of brick, decorative block, stone, wood, or polymer material with a wood appearance.

Notice that the requirement that the base be a minimum of 75% of the sign width is not in the definition, this “requirement” is only found in Section 18 – 18 – 19 Illustrations. Staff proposes to add a constraint to the definition and alter the illustration to be compatible with the proposed definition. Through the Village Board discussion on the Bacci Pizza / Dunkin Donut sign it is evident that the Village Board was comfortable with lowering the base width from 75% to 40% of sign width. Staff concurs.

6. Clarification of Directory and Professional Directory Signs

We define one of these types of signage, but not the other and have very little in the way of regulations.

This is in the Definitions section

SIGN, DIRECTORY: A sign that serves as common or collective classification for a group of persons or businesses located on the same zoning lot (e.g., shopping center, office complex, etc.). Such sign may name the persons or businesses included, but carry no other advertising matter.

This is in the Exempt Sign section

14. Professional directory sign. In office and industrial zoning districts, professional directory signs that are located on private property and designed or located to direct on site traffic, rather than used to advertise the businesses. Such signs shall not be designed to be readable from the public right of way and shall not exceed thirty (30) square feet in area. Such signs may be wall signs or freestanding signs, and if freestanding, they shall not exceed six feet (6') in height.

Staff believes that these are meant to be the same sign type. So we propose deleting the Directory Sign definition.

Staff understands the necessity for these types of signs in certain locations (Foster Avenue is a great example). However, it is also staff's belief that these signs have been misused to erect signage that violate the "three items of information" and "one business per monument sign" requirements. Should this set of proposed amendments eventually be approved by the President and Board of Trustees, this situation would no longer be an issue.

The professional directory includes the clause "Such signs shall not be designed to be readable from the public right of way..." so one would drive into the site or parking area and then locate the sign to assist in locating the business unit etc. you are seeking. That is fine. We believe that they are "Exempt" to free them from the "one monument sign per zoning lot" constraint. Staff believes that they should in fact not be exempt but subject to a permit. This would require staff to insert them as allowable sign types in the nonresidential districts. Their size and height (30 Square feet and six feet in height are acceptable. This would distinguish them from all other free standing signs.

6. Temporary Signs

We have instituted a pilot program to allow Grand Opening signs free of charge for a timeframe of 60 days. It seems to be working fine and would like to codify it.

Our ordinance allows temporary signs for no longer than 30 continuous days and no more than 60 days per calendar year.

7. Menu Boards

Current regulations limit properties to one menu boards. In this era of double drive throughs and preorder boards this limitation seems unrealistic. Similarly the maximum 16 square foot area and six foot maximum height are unrealistically restrictive.

Using our recent restaurant approvals as a guide staff is comfortable with allowing two menu boards per drive through lane and increasing the menu board area to 40 square feet and the height to 8'.

Current Code restricts menu boards from being located in the front or corner side yards. Meaning they can be located in the side and rear yards. Remember that the menu boards are related to drive through facilities which require a Conditional Use Permit.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X	Financially Sound Village
X	Quality Customer Oriented Services
X	Safe and Beautiful Village
	Enrich the lives of Residents
X	Major Business/Corporate Center
X	Vibrant Major Corridors

RECOMMENDATIONS:

Staff recommends approval of the Text Amendment as presented.

Respectfully Submitted
Community & Economic
Development Department

Community Development Commission Meeting Minutes

June 24, 2013

Page 1

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

June 24, 2013

CALL TO ORDER: The meeting was called to order by Chairman Moruzzi at 6:32p.m.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Pisano, Rodriguez, Rowe, Weldon
Absent: Caira, Janowiak
A quorum was present.

Public Meeting: CDC Case Number 2013-18
Petitioner: Village of Bensenville
Request: Text Amendment; to Consider Amendment to the Sign Regulations
in Nonresidential Zoning Districts

Motion: Commissioner Pisano made a motion to open CDC Case No. 2013-18. Commissioner Rowe seconded the motion.

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Caira, Pisano, Rodriguez, Rowe, Weldon
Absent: Janowiak
A quorum was present.

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2013-18 at 7:47 p.m.

Director of Community & Economic Development, Scott Viger, stated a legal notice was published in the Daily Herald on June 8, 2013 and that a certified copy of the legal notice is maintained in the CDC file and available for viewing. Mr. Viger stated since this is a text amendment, there was no requirement to post a property and there was no requirement for a mailing.

Mr. Viger reviewed the purpose of the proposed text amendment. Mr. Viger stated the request is for a text amendment to alter various regulations pertaining to both freestanding and, wall mounted signage in the commercial, office and industrial zoning districts. Mr. Viger stated the purpose is to provide a streamlined and realistic set of regulations that meets both the aesthetic and

safety concerns of the Village as well as the business and advertising needs of our commercial establishments.

Public Comment:

Sean Ratchford – Corporate ID Solutions

Mr. Ratchford was present and sworn in by Chairman Moruzzi. Mr. Ratchford distributed a site brandbook to the Commissioner. The brandbook has been attached to the minutes as “Exhibit E”. Mr. Ratchford shared his support of the prosed text amendment.

Mr. Viger reviewed the Village Staff report and stated Staff recommends approval of the proposed text amendment.

There were no questions from the Commissioners.

Motion: Commissioner Pisano made a motion to close CDC Case Number 2013-18. Commissioner Rowe seconded the motion.

Roll Call: Ayes: Moruzzi, Caira, Pisano, Rodriguez, Rowe, Weldon

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing at 8:13p.m.

Motion: Commissioner Pisano made a motion to approve the text amendment request. Commissioner Caira seconded the motion.

Roll Call: Ayes: Moruzzi, Caira, Pisano, Rodriguez, Rowe, Weldon

Nays: None

All were in favor. Motion carried.

Mike Moruzzi, Chairman
Community Development Commission

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 18,
“SIGN REGULATIONS,” OF THE BENSENVILLE VILLAGE CODE**

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

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

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted a Zoning Ordinance, which includes, among other provisions, comprehensive regulations governing the display, design, construction, installation and maintenance of signs, which regulations are set forth in Chapter 18 of the Zoning Ordinance; and

WHEREAS, upon review of the provisions of Chapter 18, Village staff has filed an application for a recommended Text Amendment with the Community and Economic Development Department, as applicant, to alter various regulations pertaining to both freestanding and wall-mounted signage in the Commercial, Office and Industrial Zoning Districts to provide regulations that meet both the aesthetic and safety concerns of the Village as well as the business and advertising needs of the commercial establishments in the Village, said application being available for inspection as part of the records of the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the proposed Text Amendment was published on June 8, 2013 in the Daily Herald Newspaper in the Village of Bensenville, and notice

of the hearing was provided, 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 June 24, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, voted unanimously to recommend approval of the proposed Text Amendment recommended by Village Staff as set forth herein; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the Text Amendment to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the Text Amendment; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, that the requested Text Amendment to the Sign Regulations be granted as recommended by Village Staff and approved by the Community Development 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 Zoning Code of the Village of Bensenville, Chapter 18, Sign Regulations, be amended to state as follows:

10-18-4: DEFINITIONS:

...

B. Definitions:

...

~~SIGN, DIRECTORY: A sign that serves as common or collective classification for a group of persons or businesses located on the same zoning lot (e.g., shopping center, office complex, etc.). Such sign may name the persons or businesses included, but carry no other advertising matter.~~

...

~~SIGN, MONUMENT: Any sign, other than a pole sign, placed upon or supported by the ground independently of any other structure. Monument signs may be mounted on a solid base or on two (2) columns or masts, provided that they are constructed of brick, decorative block, stone, wood, or polymer material with a wood appearance, and that such sign have a total based width of no less than 40% of the sign width.~~

10-18-6: EXEMPT SIGNS:

...

~~14. Professional directory sign. In office and industrial zoning districts, professional directory signs that are located on private property and designed or located to direct on site traffic, rather than used to advertise the businesses. Such signs shall not be designed to be readable from the public right of way and shall not exceed thirty (30) square feet in area. Such signs may be wall signs or freestanding signs, and if freestanding, they shall not exceed six feet (6') in height.~~

10-18-7: GENERAL SIGN STANDARDS:

...

~~H. Limitation On Items Of Information: To prevent distraction and traffic hazards for passing motorists, and to minimize the cluttered appearance created by excessive signage, all monument, wall, and awning/canopy signs for business establishments shall be limited in content to no more than three (3) items of information on any single sign face. Items of information may include, but are not~~

~~limited to, the name of the business, type of use, product, or service (if not part of the business name), street address, telephone number, web site address, business logo, business slogan, or other business information that is provided for advertising purposes.~~

10-18-10: C-1 AND C-3 DISTRICTS:

A. The following signs shall be permitted in the C-1 neighborhood commercial and C-3 downtown mixed use district:

...

2. Business signs subject to the following:

a. Structural Types Permitted:

...

(10) Temporary grand opening signs.

(11) Professional directory signs.

b. Number Permitted:

(1) Monument Signs: One monument sign for each zoning lot,, except in cases there the lot is a corner lot, in which case if there is a minimum of two hundred feet (200') of frontage on each corner, or the lot is a minimum of a one-acre site in total, a monument sign may be located on each street. Where there is more than one business on a single zoning lot, the monument sign message shall only consist of the name of the shopping center, development or office building or shall be utilized by one business establishment located on the zoning lot. Monument signs shall not bear the name of more than one business located on a single zoning lot.

...

(10) Temporary Grand Opening Signs: One per business establishment.

(11) Professional directory sign. The number provided per establishment shall be subject to village staff review on a case by case basis.

...

c. Maximum Sign Area:

(1) Monument Signs: The maximum gross sign area for each monument sign shall not exceed one-half ($\frac{1}{2}$) square foot of sign area per one lineal foot of street frontage, up to a maximum of ~~thirty two (32)~~ fifty (50) square feet. (See illustration A in section 10-18-19 of this chapter.)

...

(5) Menu Board Signs: The maximum sign area for each menu board sign shall be ~~sixteen (16)~~ forty (40) square feet.

(6) Professional directory sign. The maximum sign area shall not exceed thirty (30) square feet. -

...

d. Maximum Height:

(1) Monument Signs: The maximum height of all monument signs shall not exceed ~~eight feet six feet (6')~~.

(2) Wall And Awning/Canopy Signs: Wall and awning/canopy signs shall not project above the roof or parapet line, ~~above the bottom sill of a second story window or above twenty feet (20')~~, whichever is lowest. (See illustration F in section 10-18-19 of this chapter.) The maximum height of rear and side entrance signs shall be twelve feet (12').

...

(5) Professional directory signs. Such signs may be wall signs or freestanding signs, and if freestanding, they shall not exceed six feet (6') in height.

...

f. Other Requirements:

...

(6) Temporary Grand Opening Signs: Temporary grand opening signs may be displayed for no longer than a continuous period of sixty (60) days at a time.

10-18-11: C-2 AND C-4 DISTRICTS: 

A. The following signs shall be permitted in the C-2 highway commercial and C-4 regional destination PUD commercial zoning districts:

...

2. Business signs, subject to the following:

a. Structural Types Permitted:

(8) Temporary grand opening signs.

(9) Professional directory signs.

b. Number Permitted:

(1) Monument Signs: One monument sign for each zoning lot, except in cases there the lot is a corner lot, in which case if there is a minimum of two hundred feet (200') of frontage on each corner, or the lot is a minimum of a one-acre site in total, a monument sign may be located on each street. Where there is more than one business on a single zoning lot, the monument sign message shall only consist of the name of the shopping center, development or office building or shall be utilized by one business establishment located on the zoning lot. Monument signs shall not bear the name of more than one business located on a single zoning lot.

...

(8) Temporary Grand Opening Signs: One per business establishment.

(9) Professional directory sign. The number provided per establishment shall be subject to village staff review on a case by case basis.

...

c. Maximum Sign Area:

(1) Monument Signs: The maximum gross sign area for each monument sign shall not exceed one-half ($\frac{1}{2}$) square foot of sign area per one lineal foot of street frontage, up to a maximum of thirty two (32) fifty (50) square feet. (See illustration A in section 10-18-19 of this chapter.)

...

d. Maximum Height:

(1) Monument Signs: The maximum height of all monument signs shall not exceed eight feet six feet (6').

...

(5) Professional directory signs. Such signs may be wall signs or freestanding signs, and if freestanding, they shall not exceed six feet (6') in height.

...

(2) Wall And Awning/Canopy Signs: Wall and awning/canopy signs shall not project above the roof or parapet line, ~~above the bottom sill of a second story window or above twenty feet (20')~~, whichever is lowest. (See illustration F in section 10-18-19 of this chapter.) The maximum height of rear and side entrance signs shall be twelve feet (12').

...

(4) Professional directory signs. Such signs may be wall signs or freestanding signs, and if freestanding, they shall not exceed six feet (6') in height.

f. Other Requirements:

...

(6) Temporary Grand Opening Signs: Temporary grand opening signs may be displayed for no longer than a continuous period of sixty (60) days at a time.

10-18-12: O-1, O-2, I-1, I-2, I-3 AND I-4 ZONING DISTRICTS:

A. The following signs shall be permitted in the O-1 neighborhood office, O-2 office center, I-1 office/research/assembly industrial, I-2 light industrial, I-3 heavy industrial, and I-4 general industrial zoning districts:

...

2. Permanent office and industrial park identification signs.

...

c. Maximum Sign Area: Not to exceed ~~thirty two~~ thirty two-fifty square feet in area per sign face.

d. Maximum Height: The maximum height shall not exceed ~~six~~ eight feet (8').

3. Business signs subject to the following:

a. Structural Types Permitted:

(8) Temporary Grand Opening Signs.

(9) Professional Directory Signs.

b. Number Permitted:

(1) Monument Signs: One monument sign for each zoning lot, except in cases there the lot is a corner lot, in which case if there is a minimum of two hundred feet (200') of frontage on each corner, or the lot is a minimum of a one-acre site in total, a monument sign may be located on each street. Where there is more than one business on a single zoning lot, the monument sign message shall only consist of the name of the shopping center, development or office building or shall be utilized by one business establishment located on the zoning lot. Monument signs shall not bear the name of more than one business located on a single zoning lot.

...

(8) Temporary Grand Opening Signs: One per business establishment.

(9) Professional director sign. The number provided per establishment shall be subject to village staff review on a case by case basis.

c. Maximum Sign Area:

(1) Monument Signs: The maximum gross sign area for each monument sign shall not exceed one-half ($\frac{1}{2}$) square foot of sign area per one lineal foot of street frontage, up to a maximum of ~~thirty two (32)~~ fifty (50) square feet. (See illustration A in section 10-18-19 of this chapter.)

...

(3) Menu Board Signs: The maximum sign area for each menu board sign shall be ~~sixteen (16)~~ forty (40) square feet.

(4) Temporary Banner Signs: The sign area of temporary banner signs shall be in addition to the maximum permitted sign area for permanent signs, however, at no time shall the sign area of a temporary banner sign exceed the maximum permitted sign area for wall signs.

(5) Professional directory sign. The maximum sign area shall not exceed thirty (30) feet.

d. Maximum Height:

(1) Monument Signs: The maximum height of all monument signs shall not exceed eight feet six feet (6').

(2) Wall And Awning/Canopy Signs: Wall and awning/canopy signs shall not project above the roof or parapet line. ~~or be located at a height above twenty feet (20'), whichever is lowest. (See illustration F in section 10-18-19 of this chapter.)~~

(4) Professional directory signs. Such signs may be wall signs or freestanding signs, and if freestanding, they shall not exceed six feet (6') in height.

...

f. Other Requirements:

...

(6) Temporary Grand Opening Signs: Temporary grand opening signs may be displayed for no longer than a continuous period of sixty (60) days at a time.

10-18-19: ILLUSTRATIONS:

Illustration C – Amend the language therein as to “solid base” signs to state “min. 40% of width of sign face.”

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 20th day of August, 2013.

Frank Soto, Village President

ATTEST:

Ilisa Rivera-Trujillo, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community and Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance Amending Chapters 2, 7 and 8 of the Zoning Ordinance of the Village of Bensenville Setting Forth New Regulations Concerning Massage Establishments and Medical, Dental, and Optometry Offices.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

CEDC - Approved (vote 5-0)

DATE:

August 13, 2013

BACKGROUND:

The Village mandates that Massage Therapy Salons be a part of a medical clinic or full service health club. With the advent of day spas, several local businesses have asked to expand their services to include massage. Staff has proposed that massage therapy require a Conditional Use permit to allow a public review of each proposed massage therapy use. The proposed text amendment would also allow therapeutic massage as a Conditional Use if it is associated with a "beauty salon" and eliminating the "full service" language for health clubs.

The second proposed amendment is to eliminate a constraint on medical, dental and optometry offices in the commercial and office districts. The Zoning Ordinance limits the number of "professionals" in such offices to three.

KEY ISSUES:

For massage therapy we seek to balance the need of our businesses to be competitive with salons and day spas in nearby communities with our obligation to rationally regulate service uses. It is staff's belief that the restrictive definition was established to assist in ridding the Village of Spas that were questionable in their business practices. The proposed amendment loosens the constraints a bit but retains the safeguards of State Licensure, which staff believes satisfies the concerns expressed by the Police Department related to the questionable business practices.

Lifting the maximum number of professionals constraint for medical offices is an acknowledgment of modern day medical group practices. The staff believes this to be an unnecessary constraint. The proposal is to simply remove this constraint. It is staff's opinion that the constraint originated to limit "clinic-type" medical practices. Staff does not believe that the constraint is necessary or advisable.

ALTERNATIVES:

1. Approve the text amendments.
2. Remand the proposal to the CDC.
3. Committee discretion.

RECOMMENDATION:

The staff respectfully recommends that both text amendments be approved. At their 07.22.13 Public Hearing the CDC voted unanimously (7 - 0) to recommend approval of both proposed amendments to the President and Village Board of Trustees. A number of citizens were present and spoke in favor of the text amendment to allow Therapeutic Massage.

CEDC voted unanimously (5 - 0) to approve the text amendments at their August 13, 2013 meeting.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the Ordinance.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	8/15/2013	Backup Material

ORDINANCE NO. ____

**AN ORDINANCE AMENDING CHAPTERS 2, 7 AND 8
OF THE ZONING ORDINANCE OF THE VILLAGE OF BENSENVILLE
SETTING FORTH NEW REGULATIONS CONCERNING MASSAGE
ESTABLISHMENTS AND MEDICAL, DENTAL AND OPTOMETRY OFFICES**

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

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted a Zoning Ordinance, which is set forth as Title 10 of the Municipal Code, to among other purposes, effectuate the Village's planning program and to regulate individual property use by 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 Village has established zoning classifications within the Village, which provide for allowable uses and conditional uses in each zoning district; and

WHEREAS, among the zoning classifications in the Village, as set forth in the Zoning Ordinance, is Chapter 2, which sets forth the definitions applicable to the Zoning Ordinance, and Chapters 7 and 8, which set forth the regulations for operation of medical, dental and optometry offices in the Commercial Districts provided within the Zoning Ordinance; and

WHEREAS, upon consideration of operation of massage establishments and medical, dental and optometry offices within the Village, the Village staff determined to recommend a text amendment to revise regulations concerning the establishment and operation of massage therapy

salons, and medical, dental and optometry offices in the Village; and

WHEREAS, Notice of Public Hearing with respect to the proposed Text Amendment was published in the Daily Herald Newspaper in the Village of Bensenville, and notice of the hearing was provided, 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 July 22, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, voted unanimously recommend approval of the proposed Text Amendment concerning the modification in Chapter 2 to the definition of massage therapy salon and to amend Chapter 7 to allow massage salons as a conditional use in the Commercial Districts, and to amend Chapter 7 and 8 regulations concerning operation of medical, dental and optometry offices in the Commercial Districts; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the Text Amendment to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the Text Amendment; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined that the requested Text Amendment to the Zoning Ordinance, set forth as Title 10 of the Municipal Code, be granted as recommended by Village Staff.

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 Ordinance of the Village of Bensenville, as amended from time to time, be and the same is amended as follows:

- a. To amend Section 10-2-3 Definitions to provide as follows:

MASSAGE THERAPY SALON: Any establishment providing therapeutic massage, but must be part of a medical clinic, or health club which provides other services, including: exercise classes, swimming facilities and weight training, or and establishment which is a beauty or barber shop. Anyone performing massage therapy must have a current and valid State of Illinois Massage Therapist License;

- b. To amend Chapter 7, conditional uses allowed in the C-1 and C-3 Commercial Districts, to include Massage Therapy Salons; and
- c. To amend Chapter 7, and Chapter 8 requirements concerning the operation of medical, dental and optometry offices to eliminate the phrase "maximum of three professionals" from each Chapter in regard to such use.

SECTION THREE: In all other respects the provisions of the Zoning Ordinance shall remain in full force and effect.

SECTION FOUR: 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 Village Trustees of the Village of Bensenville this 20th day of August, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

f:\pkb\bensenville\ordinances\textamendment\text.massagemedicaldental.doc

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance Approving the Grant of a Conditional Use Permit to Allow a Fleet Fueler Facility (Liquid Natural Gas and Diesel Fuel) and Associated Variances at 600 W. Devon Avenue, Blu Fuel.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

CEDC - Approved (3-2)

DATE:

August 13, 2013

BACKGROUND:

The property at 600 W. Devon Avenue along the south side of Devon east of Ellis Street is vacant and abuts the existing fleet fueler facility operated by Bell Fuels. The request is to allow a fleet fueler facility to dispense both diesel fuel and Liquefied Natural Gas (LNG). Such a facility requires a Conditional Use Permit (CUP) and the plan as submitted requires several variances from the Zoning Ordinance. These variances relate primarily to signage and the above ground storage container for the LNG. If approved it is staff's understanding that this would be one of if not the first such facility in Illinois.

KEY ISSUES:

The proposed "Fleet Fueler Facility" requires a CUP. To approve a CUP the Village shall find that certain approval criteria are met. These include that the use will not have adverse impacts on traffic, the environment, neighborhood character and the use of public services and facilities. The site is open to allow for the appropriate movement and stacking of trucks, it is isolated in an industrial/business area in fact abutting a similar use so the local character is not negatively impacted, the usage of municipal services should be small and appropriate environmental safeguards are in place. The staff believes that the fleet fueler facility meets these criteria.

The approval criteria also include a provision of need clause meaning that the use at the requested location provides a service which is in the interest of public convenience and will contribute to the general welfare of the community. The staff believes that this criteria has also been met.

The plan as proposed requires variances, several dealing with signage. The wall sign on is larger than allowed due to the small width of the structure it is on, and it is mounted above the 20' maximum height. The approximately 39' tall above ground tank that the sign is mounted upon exceeds our 12' maximum accessory structure height. It is staff's understanding that the tank is an industry standard size. The island canopy has three signs (two pricing, diesel and LNG, and a corporate logo) these are needed as there is no freestanding sign proposed. All signage is setback significantly from the Devon Avenue so the size, height and number are acceptable. Variances are also needed for the curbcut width. As a truck facility the additional width allows for the safe movement of vehicles into and out of the property. No convenience store or other retail activity is proposed and there is planned to be only one employee on site, therefore the requested reduction in parking to one is acceptable. Similarly, the variances must also meet certain criteria. These include special circumstances, hardship or practical difficulties, that the circumstances relate to the property, are not the result of the applicant's actions, that the rights conferred by the District are preserved. Staff believes these are met.

Additional criteria include that the variances are needed for the use of the property, that the variances will not alter the local character, are consistent with the Village plan and are the minimum needed. Staff also believes that these criteria have been met.

The CDC made Findings of Fact at the 07.08.13 Public Hearing acknowledging that the proposal satisfies these criteria. At the Public Hearing the operators of the neighboring Bell Fuel facility were present and voiced their objections to the requests based primarily on safety concerns and their interpretation of our Code believing that the above ground LNG tanks were not allowable. Staff and the Village Attorney have researched these objections and have determined that they are unfounded.

ALTERNATIVES:

1. Approval of the Conditional Use Permit and variances with conditions.
2. Remand the request to the CDC.
3. Discretion of the Committee.

RECOMMENDATION:

Staff respectfully requests approval of the CUP and variances with. At their 07.08.13 Public hearing the CDC recommended (vote 6-1) that the President and Village Board of Trustees approve the CUP and variances with certain conditions. The opposing vote cited a desire to continue the hearing as his reason.

The CEDC voted to approve (3 - 2) the Conditional Use Permit and Variances at their August 13, 2013 meeting. There was a great deal of discussion related to this request during the CEDC meeting both from supporting and opposing parties. Staff is working to address a number of the issues raised in the Friday Packet.

BUDGET IMPACT:

The Fleet Fueler facility should generate significant Sales Tax revenue for the Village. Based on the projections from Blu, the annual sales tax generation could be between \$260,000 - \$440,000.

ACTION REQUIRED:

Approval of the attached CUP and Variance Ordinance.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial and Zoning Map	8/2/2013	Backup Material
Ordinance	8/15/2013	Backup Material
Conditions of Approval	8/15/2013	Backup Material

CDC#2013 – 19

600 West Devon Avenue
Devon and Ellis Partnership
CUP; Fleet Fueler Facility & Variance Accessory Structure Height



Village of Bensenville

W. Devon Av. Parcels



Village of Bensenville

Zoning Map



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF CONDITIONAL USE PERMIT
TO ALLOW A FLEET FUELER FACILITY (LIQUID NATURAL GAS
AND DIESEL FUEL) AND ASSOCIATED VARIANCES AT
600 WEST DEVON AVENUE, BENSENVILLE, ILLINOIS**

WHEREAS, Devon and Ellis, LLC (“Owner”) and C.M. Lavoie & Associates, Inc. (“Applicant”), filed an application seeking a conditional use permit to allow a fleet fueler facility (Liquid Natural Gas and Diesel Fuel) in the I-2 Light Industrial District pursuant to Section 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”), with associated variances to allow a detached structure thirty-nine (39) feet, six (6) inches in height, pursuant to Section 10-14-13A; and to allow a wall sign to be 64 square feet in area, Section 10-18-12 A 2.c.; and to allow a wall sign to be located more than 20 feet above finished grade, Section 10-18-12 A3.D.(2); and to allow one parking space, Section 10-11-11; and to allow three canopy signs, Section 10-18-12-2b-3; and to increase the maximum allowed curb cut/turning radii to 131 feet, Section 10-11-8-2E(1) at property commonly known as 600 West Devon Avenue, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, a fleet fueler facility (Liquid Natural Gas and Diesel Fuel) is allowed as a conditional use in the I-2 Light Industrial District; and

WHEREAS, Notice of Public Hearing with respect to the application for zoning relief sought by the Owner and Applicant was published in the Daily Herald on June 22, 2013 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the property and via U.S. Mail, 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 July 8, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 –1to approve the application for conditional use permit to allow the fleet fueler facility

(Liquid Natural Gas and Diesel Fuel) and associated variances as requested at the Subject Property, subject to the conditions as recommended in the Staff Report; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the application to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the conditional use permit and associated variances should be granted with the conditions as set forth herein, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

SECTION TWO: That the application for a conditional use permit to allow a fleet fueler facility (Liquid Natural Gas and Diesel Fuel) at the Subject Property, in conjunction with its use of the Subject Property, and associated variances, as follows, (1) the conditional use permit amendment be granted solely to the Transfuels LLC d/b/a BLU-LNG and shall be transferred only after a review by the Community Development Commission ("CDC") and approval of the Village Board. In the event the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new proprietor without amendment to the conditional use permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the conditional use permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new conditional use permit; (2) the plat of consolidation shall be revised in accordance with the public works/engineering comments; (3) public improvements

along the Devon Avenue right of way, such as sidewalks shall be installed; (4) a revised landscape plan shall be submitted to and approved by the Community & Economic Development Department. The Landscape Plan may include additional landscape material and/or preservation along the eastern and southern property lines, additional landscape material along the western property line, transplanting of the three existing deciduous trees at the property's northeast corner; (5) all information relative to the installation of diesel storage tanks shall be submitted to the municipal staff for review and approval, and (6) that the property be developed in substantial compliance with the development plans prepared by C.M. Lavoie & Associates, Inc. dated 6.7.2013, last revised 8.1.2013.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 20th day of day of August, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # - 2013
Exhibit "A" Legal Description

The Legal Description of the property is as follows:

Parcel 2: Lots 1M and 1E in Devon-Ellis Resubdivision No. 1, being a Resubdivision in the West ½ of the Northeast ¼ and the East ½ of the Northwest ¼ of Section 2, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded September 12, 1989 as document R89-113563, in DuPage County, Illinois. P.I.N. 03-02-206-011 and 03-02-206-012

Commonly known as 600 W. Devon Avenue, Bensenville, Illinois 60106

Ordinance # - 2013

Exhibit "B"

Findings of Fact

Motion: Commissioner Pisano made a motion to approve the findings of facts regarding the conditional use permit request for CDC Case No. 2013-19 consisting of:

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. **No increase in traffic volume is expected from the proposed Fleet Fueler Facility beyond that which would normally be associated with other uses permitted in the I – 2 Light Industrial District.**
2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. **There are no environmental nuisances or adverse environmental effects envisioned from the proposed Fleet Fueler Facility as proposed.**
3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized. **The Fleet Fueler Facility will fit harmoniously with the existing character of the environs.**
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. **There will be no unusual demands placed upon the municipal services or facilities.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community. **There are a large number of trucks that visit the Northern Business District or are based there. The Fleet Fueler facility will help meet the fuel needs of these businesses. Providing an opportunity for our local businesses to purchase an “alternate fuel” is seen as a positive.**
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. **Other factors are subject to the Commission’s judgment.**

Commissioner Rowe seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe,

Nays: Weldon

Motion carried.

Motion:

Commissioner Pisano made a motion to approve the findings of facts regarding the variance request for CDC Case No. 2013-19 consisting of:

1. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience. **The property is well located to service the trucks that visit our Northern Business Park. Accessory Structure Height; a special circumstance exists that the industry norms for such a facility is larger than a standard accessory structure such as a storage building. Wall Sign Size; the size of the wall sign is determined by the linear feet of the wall it is located upon. In this special situation, the wall is extraordinarily small causing a special circumstance. Wall Sign Height; There is a special circumstance in that the sign is setback from Devon Avenue due to the stacking requirement for the fueling facility. The added height adds to the visibility as well as**

the aesthetics. Parking; A special circumstance exists as there will be but one employee and no convenience store or reason for drivers to park and exit their vehicles. Number of signs; without a freestanding sign on the Devon Avenue frontage a special circumstance exists that would create a need for additional signage upon the canopy. Curbcut; as a fleet fueler facility the site will be visited almost exclusively by trucks. The curbcut is aligned on the centerline with Nicholas Blvd.

- 2. Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property. **Staff believes that that the special circumstances and hardships relate to this property and not necessarily to the entirety of the I – 2 Light Industrial District.**
- 3. Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act. **The special circumstances and practical difficulties are not the result of the applicant's actions.**
- 4. Preserve Rights Conferred By District:** A variance 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. **Approval of the relief sought through the variances is necessary for the applicant to**
- 5. Necessary For Use Of 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. **Staff believes that the variances sought are necessary for the effective use of the property to operate as a fleet fueler facility.**

6. **Not Alter 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. **The variances if granted would not alter the local character of the Devon Avenue corridor. Nor would it impair environmental quality, property values or the public safety and general welfare in the vicinity.**
7. **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. **Staff believes that the variances to grant relief from are in harmony with the Village's plan and expectations for the Devon Avenue corridor and the Northern Business District.**
8. **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. **Staff believes that the variances sought are the minimum necessary for the effective use of the property and operation as a fleet fueler facility.**

Commission Rowe seconded the motion.

Roll Call:

Ayes: Moruzzi, Caira, Janowiak, Pisano, Rodriguez, Rowe,

Nays: Weldon

Motion carried.

ORDINANCE # _____

**AN ORDINANCE APPROVING A LOT CONSOLIDATION
AT 600 W. DEVON AVENUE, BENSENVILLE, ILLINOIS**

WHEREAS, Devon and Ellis, LLC (“Owner”) and C.M. Lavoie & Associates, Inc. (“Applicant”), filed an application to consolidate two parcels the Owner owns as shown on the Plat of Consolidation, attached hereto and incorporated herein by reference as Exhibit”A;” and

WHEREAS, the Corporate Authorities of the Village have reviewed the information provided in support of the proposed consolidation of the parcels of the Subject Property presented to the Community Development Commission which recommended the approval of the consolidation of the Subject Property, said discussions and report approving the consolidation being attached hereto and incorporated herein by reference as Exhibit “B.”

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 passage of this Ordinance shall constitute approval of the consolidation of two lots located at 600 W. Devon as shown on Exhibit “A,” into one lot of record.

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

SECTION FOUR: 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 20th day of August, 2013.

Frank Soto, Village President

ATTEST:

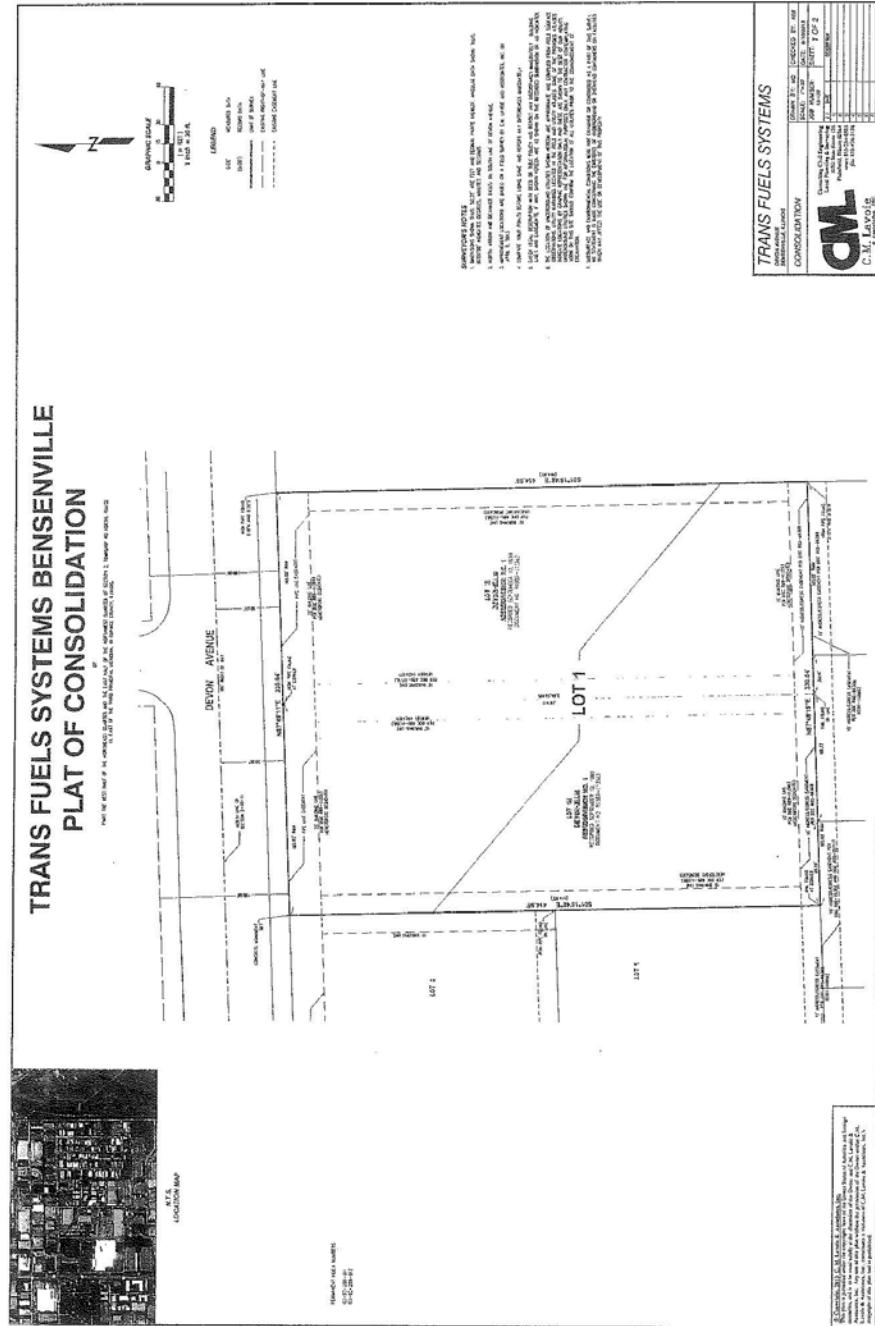
Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____
Exhibit "A"



TRANS FUELS SYSTEMS BENSENVILLE
PLAT OF CONSOLIDATION

600 West Devon Avenue

Devon and Ellis Partnership

CUP; Fleet Fueler Facility & Variance Accessory Structure Height

Conditions of Approval

1. The Conditional Use Permit Amendment be granted solely to the Transfuels LLC d/b/a BLU- LNG. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.
2. The Plat of Consolidation shall be revised in accordance with the Public Works / Engineering comments.
3. Public improvements along the Devon Avenue right of way, such as sidewalks shall be installed.
4. A revised Landscape Plan shall be submitted to and approved by the Community & Economic Development Department. The Landscape Plan may include additional landscape material and / or preservation along the eastern and southern property lines, additional landscape material along the western property line, transplanting of the three existing deciduous trees at the property's northeast corner.
5. All information relative to the installation of diesel storage tanks shall be submitted to the Municipal Staff for review and approval.

TYPE:
Ordinance

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic Development

DATE:
August 20, 2013

DESCRIPTION:

Ordinance Concerning the Grant of a Conditional Use Permit to Allow an Electronic Message Center Sign for the Bensenville Community Public Library at 200 S. Church Road.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

CEDC - Approved (4-1)

DATE:

August 13, 2013

BACKGROUND:

The Bensenville Community Public Library has requested a Condiitonal Use Permit (CUP) to allow an electronic message center (EMC) sign along its Church Road frontage adjacent to single family residences.

KEY ISSUES:

As a Conditional Use, the various "Approval; Criteria" need to be met for the CUP to be approved. These criteria include that the use will not have an adverse impact of types or volumes of traffic, environmental nuisance, neighborhood character, and public necessity.

The village spent a great deal of time researching and drafting our EMC regulations, it is our opinion that the constraints on dwell time, illumination, static display and hours of operation mitigate any potential adverse affects on the environs. The staff believes that the Library's proposal with the conditions recommended by the staff meets these approval criteria.

ALTERNATIVES:

1. Approval of the Conditional Use Permit.
2. Remand the request to the CDC.
3. Discretion of the Committee.

RECOMMENDATION:

The staff has recommended approval of the CUP with several conditions. At the 06.24.13 CDC Public Hearing, a Motion to recommend approval of the request failed by a tie vote of 3- 3. Therefore the CDC recommendation is to deny the request. In such a situation a super majority vote by the Village Board is needed to approve the CUP.

Several members of the public were present at the Public Hearing and expressed their opinions, which are reflected in detail in the minutes. Proponents of the EMC referenced the value to the community of the library and the library's need to advertise their services. These proponents also stressed the aesthetics of the sign. The opponents of the sign stressed what they perceived as the rural character of Church Road and safety concerns. Their view is that with the schools nearby children and pedestrians maybe endangered by drivers distracted by the EMC. Several adjacent property owners felt their enjoyment of their homes would be compromised by the illuminated sign especially in the evening hours.

Staff continues to recommend approval subject to the conditions of the failed CDC motion, it is our opinion that the constraints placed on the EMC both by the Zoning Ordinance and the special conditions for this particular EMC address any potential negative externalities of the proposed sign. The noteworthy conditions include that the EMC would be turned off when the Library is closed and the EMC's lighting must be contained on the Library's property lines.

At the August 13, 2013 CEDC Meeting the members of the public testified for and against the proposal. After discussion, the Committee voted (4-1) to approve the CUP. The dissenting vote stated his purpose was to ensure the item appeared on Standing Committee rather than Consent due to the absence of two Committee members.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Motion to the Conditional Use Permit with the conditions recommended by the municipal staff.

ATTACHMENTS:**Description****Upload Date****Type**[Aerial and Zoning Map](#)

8/2/2013

Backup Material

[Ordinance](#)

8/15/2013

Backup Material

[Memo from Police Chief kosman](#)

8/15/2013

Backup Material



STAFF REPORT

HEARING DATE:	June 24, 2013
CASE #:	2013 - 17
PROPERTY:	200 South Church Road
PROPERTY OWNER:	Bensenville Community Public Library
APPLICANT:	Bensenville Community Public Library
BUILDING SIZE:	N/A
SITE ACREAGE:	6.84 Acres
PIN NUMBERS:	03 – 13 – 326 – 008
REQUEST:	Conditional Use Permit to allow an Electronic Message Center Sign in an existing RS – 5 High Density Single Family Residential District Municipal Code Section 10 – 18 – 6 - 1

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday June 8, 2013. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday June 7, 2013.
3. On Friday June 7, 2013 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The property in question is zoned RS – 5 High Density Single Family. As a community facility the library (similar to a school or house of worship) is allowed in the residential district. This past year when the Village

amended the Zoning Ordinance to allow Electronic Message Center Signs (EMCs) we specifically discussed this type of situation. Applicable requirements are:

- No more than fifty percent (50%) of the sign area is allocated to the electronic message portion of the sign.
- Level Of Illumination: In no event shall the illumination of any sign, exceed more than forty (40) foot-candles when measured at any property line abutting the subject property.
- Signage may be full color.
- Flashing messages are prohibited.
- Displays shall be static - "not moving".
- The dwell time for each message must be a minimum of ten (10) seconds.
- Displays shall be electronically configured to allow for display of emergency override messages.
- Displays "go dark" upon malfunction.

SURROUNDING LAND USE:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	RS - 5	Community Library	Public	Village of Bensenville
North	RS - 5	Single Family	Single Family Residential	Village of Bensenville
South	RS - 5	Public School	Public	Village of Bensenville
East	RS - 5	Single Family Residential	Single Family Residential	Village of Bensenville
West	RS - 5	Open Space / Park	Public	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

	Financially Sound Village
	Quality Customer Oriented Services
X	Safe and Beautiful Village
X	Enrich the lives of Residents
	Major Business/Corporate Center
	Vibrant Major Corridors

Finance: 1. No comment.

Police: 1. No comment.

Public Works / Engineering:

1. No comment.

Community & Economic Development:

Economic Development

1. A vibrant public library is an integral part of a successful community.
2. Aesthetically looks nice. High School District 100 (Fenton High School) has one nearby, and this will be a useful community outreach tool.
3. An EMC can be a useful tool to promote the services and programs provided by the Library.

Code Compliance

1. No comments.

Building:

1. A full plan and permit review will be conducted if the Conditional Use Permit is approved.

Planning:

1. The Library's existing sign is below:



2. The proposed sign is 6' tall and 32 square feet which is in compliance with the Village Code.
3. The electronic message center (EMC) portion of the sign is the reason for this Conditional Use Permit application.
4. The concerns with an EMC in a residential district is of course the potential for negative impacts on the nearby homes and the character of the environs.
5. The EMC portion of the sign is limited to 50% of the signable area, so there will need to be some minor adjustment in the dimensions.

6. Relating back to the character of the environs staff recommends that when the library is closed that the EMC be deactivated. An Alternative would be that the EMC display a static display during the hours the Library is closed.
7. As a collector type road, there are 10,800 vehicle trips a day on Church Road.
8. The new sign will be required to be setback five feet from the property line and have a landscaped base.

APPROVAL CRITERIA FOR CONDITIONAL USES:

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:

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

No unusual increase in traffic volume is expected from the proposed electronic message center sign on the property.

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

There are no environmental nuisances or adverse environmental effects envisioned from the proposed electronic message center sign, if it functions in accordance with the Zoning ordinance requirements as well as the “shut – off” time condition.

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

The Electronic Message Center sign will fit harmoniously with the existing character of the environs.

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.

There will be no unusual demands placed upon the municipal services or facilities.

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

The Village is quite desirous of enhancing our residents' quality of life and a vibrant community library is an important element in that ongoing effort. Public facilities such as the Community Library are indeed a public necessity and the electronic message center sign will allow the library to bring information about their many services to our residents.

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.

Other factors are subject to the Commission's judgment.

	Meets Criteria	
Conditional Use Approval Criteria	Yes	No
1. Traffic	X	
2. Environmental Nuisance	X	
3. Neighborhood Character	X	
4. Public Services and Facilities	X	
5. Public Necessity	X	
6. Other Factors	X	

Staff finds all Approval Criteria have been met.

RECOMMENDATIONS:

Staff recommends the approval of the above Findings of Fact and the Conditional Use Permit Amendment subject to the following conditions:

1. The Conditional Use Permit Amendment be granted solely to the Bensenville Community Public Library, and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this

property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.

2. The electronic message center sign shall be erected in substantial compliance with the plans submitted with the application prepared by All-American Sign Co., Inc. dated received by the CED staff on May 21, 2013.
3. The Electronic Message Center portion of the sign shall be deactivated when the Library is closed.

Respectfully Submitted,
Department of Community
& Economic Development

ORDINANCE NO. _____

**AN ORDINANCE CONCERNING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW AN ELECTRONIC MESSAGE CENTER SIGN FOR
THE BENSENVILLE COMMUNITY PUBLIC LIBRARY
AT 200 S. CHURCH ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, the Bensenville Community Public Library (“Owner”) has filed an application for a conditional use permit to allow the erection of an Electronic Message Center Sign in the RS-5 High Density Single Family Residential District on property it owns located at 200 S. Church Road, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”) pursuant to Section 10-18-6.1 of the *Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, such use is allowed as a conditional use in the RS-5 High Density Single Family Residential District, pursuant to the applicable provisions of the Zoning Ordinance; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner was published in the Daily Herald, a newspaper of general circulation in the Village of Bensenville, on June 8, 2013, and all notice as required by the statutes of the State of Illinois and the ordinances of the Village have been made; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 24, 2013 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, a motion was made to adopt the findings of facts as set forth in Exhibit “B,” attached hereto and incorporated herein by reference and to recommend approval of the application; and

WHEREAS, when votes were called on this application, the Community Development Commission voted 3 – 3, which resulted in a vote to deny the application for conditional use permit to allow erection of the Electronic Message Center Sign at the Subject Property; and

WHEREAS, the Community Development Commission forwarded its recommendation to deny the application to the Village Board’s Community and Economic Development Committee which, upon consideration of the matter, voted 4 -1 to approve the grant of the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on August 20, 2013; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, on a super-majority vote of the Board of Trustees, that the conditional use permit should be granted, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

SECTION TWO: That the Village Board hereby finds that the conditional use permit should be granted, the Owner and Village Staff having provided facts in support of its Petition which meet the requirements of the Village Code, and those facts being adopted herein by the Village Board, as set forth in the Findings of Fact attached hereto as Exhibit "B."

SECTION THREE: That the application submitted by the Owner seeking approval of a conditional use permit for installation of an Electronic Message Center sign on the Subject Property is hereby granted, subject to the following conditions: (1) the Conditional Use Permit is granted solely to the Bensenville Community Public Library, and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC, and the CDC shall review the request and in its sole discretion shall either recommend that the Village Board approve of the transfer of the lease and/or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit; (2) the electronic message center sign shall be erected in substantial compliance with the plans submitted with the application prepared by All-American Sign Co., Inc. dated received by the CED staff on May 21, 2013; and (3) the Electronic Message Center portion for the sign shall be deactivated when the Library is closed.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 20th day of August, 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

f:\pkb\bensenville\ordinances\zoning\conditionaluse\library emc..doc

Ordinance # ____ - 2013
Exhibit "A"
Legal Description

The Legal Description of the property is as follows:

That part of the southwest quarter of Section 14, Township 40 North, Range 11, east of the Third Principal Meridian, in Du Page County, Illinois more fully described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 14, Township 40 North, Range 11 East of the Third Principal Meridian, thence south 88 degrees 45 minutes West 11.30 chains (745.8 feet) to the center of the road; thence North 21 degrees East 12.07 chains (796.62 feet) along the center of the road for a place of beginning; thence South 89 degrees 25 minutes West (record South 88 degrees 30 minutes west) 525.92 feet; thence North 0 degrees 35 minutes West 534.37 feet to the South line of Wood Avenue as dedicated in the Plat of Volk Brothers, Brentwood, a Subdivision in said section; thence North 87 degrees 48 minutes East (record 86 degrees 30 minutes East) 514.30 feet to a point 263.48 feet Westerly from the center line of Church Road, as measured on said South line of Wood Avenue; thence South 0 degrees 27 minutes east 154.06 feet (record South 1 degree 15 minutes East 2.31 chains (152.46 feet); thence South 89 degrees 55 minutes East 182.67 feet (record North 89 degrees 30 minutes East 192.7 feet); to said center line of Church Road; thence South 22 degrees 53 minutes West 428.10 feet (record South 21 degrees West 430.0 feet) to the place of beginning in Du Page County, Illinois.

Commonly known as the Bensenville Community Public Library 200 South Church Road, Bensenville, Illinois.

Permanent Index Number: 03 – 13 – 326 – 008

Ordinance # ____ - 2013
Exhibit "B"
Findings of Fact

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

No unusual increase in traffic volume is expected from the proposed electronic message center sign on the property.

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

There are no environmental nuisances or adverse environmental effects envisioned from the proposed electronic message center sign, if it functions in accordance with the Zoning ordinance requirements as well as the “shut – off” time condition.

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

The Electronic Message Center sign will fit harmoniously with the existing character of the environs.

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.

There will be no unusual demands placed upon the municipal services or facilities.

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

The Village is quite desirous of enhancing our residents' quality of life and a vibrant community library is an important element in that ongoing effort. Public facilities such as the Community Library are indeed a public necessity and the electronic message center sign will allow the library to bring information about their many services to our residents.

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.

Other factors are subject to the Commission's judgment.



Police Department
100 North Church Road
Bensenville, IL 60106

Office: 630.350.3455
Fax: 630.350.0855

www.bensenville.il.us

VILLAGE BOARD

President
Frank Soto

Trustees
Morris Bartlett
Susan V. Janowiak
Robert "Bob" Jarecki
Martin O'Connell
JoEllen Ridder
Henry Wesseler

Village Clerk
Ilisa Rivera-Trujillo

Village Manager
Michael J. Cassady

Police Chief
Frank Kosman

Memorandum 2013-25

Date: August 15, 2013
To: Michael Cassady, Village Manager
From: Frank Kosman, Police Chief
Subject: Electronic Message Center Sign

As requested, I checked with Chief Scott Heher of the Itasca Police Department about the electronic message center sign that the Itasca Park District installed on Irving Park Road. He advised that they had not experienced any traffic crashes or other issues attributable to the sign.

In addition, I had our records checked for crashes on Grove Avenue in the vicinity of the Fenton electric message center sign for the years of 2001 through 2006. The sign was installed in 2002. There were no crashes reported on Grove in the vicinity of the sign during the year before, the year the sign was installed, nor the 4 years after the sign's installation.

Based on the above information, I do not believe that the installation of the electronic message center in front of the library would create a significant traffic hazard that would support a negative recommendation from the public safety standpoint.

TYPE:
Resolution

SUBMITTED BY:
Dan Di Santo

DEPARTMENT:
Village Manager's Office

DATE:
August 20, 2013

DESCRIPTION:

Resolution Relating to Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Financially Sound Village
Quality Customer Oriented Services
Safe and Beautiful Village

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

COMMITTEE ACTION:

AF&L - Tabled for More Information
Approved (4-1)

DATE:

January 22, 2013, August 13, 2013

BACKGROUND:

The Illinois Municipal Retirement Fund (IMRF) provides employees of local governments in Illinois with a system for the payment of retirement, disability, and death benefits. The Village of Bensenville has been a member of IMRF since May 11, 1967. On August 6, 1991 the Village Board approved Resolution R-85-91, which found the elected position of "Village Trustee" to qualify for IMRF membership, retroactive to May 11, 1967.

Conversations with IMRF in 2012 brought to light the municipality's obligation to "produce documentation verifying that the hours required to perform the duties of the office meet or exceed" 1,000 hours per year (roughly 19.25 hours/week) in order to qualify for IMRF participation. Staff could not justify that amount of time and recommended to the Committee on January 22, 2013 that current Trustees withdraw from IMRF participation. That discussion was tabled until more information could be provided.

KEY ISSUES:

Subsequent to the January 22, 2013 Committee discussion, IMRF completed an audit of the Village's compliance with IMRF's statutes, policies, and procedures. One of the items found in the audit that requires corrective action is that IMRF could not determine that Bensenville elected officials met the 1,000 hours standard requirement. Based on this finding, IMRF requires the Village to take one of the three following actions:

1. Provide documentation showing that all Bensenville elected officials spend 1,000 hours/year performing their official duties;
2. Each elected official must complete form 6.93 certifying they work 1,000 hours/year (subject to Class 3 Felony if falsified); or
3. The Village Board passes a Resolution (attached) rescinding previous Resolutions certifying that Bensenville elected officials work 1,000/year.

Staff recommends Option 3, terminating elected official participation in IMRF. Staff cannot document that Bensenville elected officials work 1,000 hours/year, particularly given the restrictions IMRF places on "performance of duty." For example, time spent at and preparing for meetings *do* count towards the total, but hours spent informally available to constituents *do not* count. If we assign 5 hours to every Board/Committee meeting (2 hours for meeting and 3 hours for prep), it only equates to approximately 180 hrs/year (3.5 hrs/week). That would mean the Village has to document an additional 820 hrs/year (15.75 hrs/week) above and beyond Board/Committee meetings.

Based on these findings, staff recommends that the Village pass a new Resolution disqualifying future elected official membership in IMRF.

ALTERNATIVES:

1. Pass the Resolution withdrawing elected official membership from IMRF;
2. Each elected official must sign a certification that they work 1,000 hours/year; or

3. Discretion of the Board

RECOMMENDATION:

Staff recommends passing the Resolution Relating to Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund. At the August 13, 2013 AF&L Meeting, the Committee voted 4-1 to recommend approval of the Resolution Terminating Elected Official Participation in IMRF. Staff concurs with this recommendation. If the Resolution passes, it will be up to the Trustees currently participating in IMRF to decide whether or not to withdraw their contributions already made into the pension system.

BUDGET IMPACT:

Elected officials that withdraw their membership will receive their payroll contributions back and the Village and elected official will no longer make contributions towards those retirement plans.

ACTION REQUIRED:

Pass the Resolution.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
IMRF Termination Resolution	8/15/2013	Resolution Letter
Termination Resolution - Ready for Signature	8/15/2013	Exhibit

RESOLUTION NO.

**A RESOLUTION RELATING TO TERMINATION OF PARTICIPATION BY
ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

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

WHEREAS, the VILLAGE, including the position of Village Clerk, became a participant in the Illinois Municipal Retirement Fund (IMRF) effective May 11, 1967; and

WHEREAS, On August 6, 1991 the Village Board passed Resolution R-85-91, finding that the position of Village Trustee required performance of duty of at least 1,000 per year and therefore qualified for membership in IMRF retroactive to May 11, 1967; and

WHEREAS, the duties and responsibilities of the Village Clerk and Village Trustee in the VILLAGE no longer requires performance of duty of at least 1,000 per year, effective as of the date of the passage of this Resolution.

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

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

SECTION TWO: The positions of Village Clerk and Village Trustee in the Village of Bensenville no longer qualify for Illinois Municipal Retirement Fund participation, as of the date of passage of this Resolution.

SECTION THREE: The Resolution Relating to Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund, attached as Exhibit A, is hereby approved.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 20th day of August, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____



A RESOLUTION RELATING TO TERMINATION OF PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64T (03/12)

PLEASE ENTER Employer IMRF I.D. Number
00582

RESOLUTION Number _____

WHEREAS, the Village of Bensenville

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund:

WHEREAS, elected officials with the Village of Bensenville

EMPLOYER NAME

may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for

1,000 hours or more per year; and
600 or 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund; and

WHEREAS, this governing body has previously determined that the following elected position required performance of duty for for at least 1,000 hours per year: Village Clerk & Village Trustee; and
600 or 1,000 ELECTED POSITION

WHEREAS, the duties and responsibilities of this position have changed and it no longer requires performance of duty for at least 1,000 hours per year, effective 08/20/13.
600 or 1,000 DATE (MM/DD/YY)

NOW THEREFORE BE IT RESOLVED that the Village President and Board of Trustees
of the Village of Bensenville BOARD, COUNCIL, ETC.
EMPLOYER NAME finds that the position of Village Clerk & Village Trustee
ELECTED POSITION

no longer qualifies for IMRF participation, as of 08/20/13.
DATE (MM/DD/YY)

CERTIFICATION

I, Ilsa Rivera-Trujillo, the Village Clerk
NAME CLERK OR SECRETARY OF THE BOARD
of the Village of Bensenville, of the County of DuPage and Cook
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its Village President and Board of Trustees at a meeting duly convened

BOARD, COUNCIL, ETC.
and held on the 20th of August, 20 13.
DAY MONTH YEAR

Signature of Clerk or Secretary of the Board

Illinois Municipal Retirement Fund
2211 York Road, Suite 500, Oak Brook Illinois 60523-2337
Member Services Representatives 1-800-ASK-IMRF (1-800-275-4673)

TYPE:
Resolution

SUBMITTED BY:
Joe Caracci

DEPARTMENT:
Public Works

DATE:
August 20, 2013

DESCRIPTION:

Resolution authorizing the execution of an Emergency Contract with Insituform, Inc. for the Lining of the County Line Road Force Main in the amount of \$124,200

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Manager's Report

DATE:

08/20/2013

BACKGROUND:

The County Line Road Force Main carries wastewater from near George Street to a point just south of Jefferson Street within the east parkway. The sewer lining of this main is included in our current Capital Program, within the United Water Contract. The force main was also the topic of discussion last year when the main sprung multiple leaks that resulted in multiple SSO (Sanitary Sewer Overflows). The IEPA sent a violation notice that the Village responded to with a commitment to line this main by September 30, 2013. United Water has been working on plans and specifications for this project.

On August 6, 2013 the force main broke near the wet well just north of George Street. United Water hired Extinct Plumbing to perform the repair. The repair was complete late evening Tuesday and the force main re-activated. On Wednesday morning, the main broke again close to 551 CLR. United Water again had the contractor fix the main and restart the force main. On Thursday, the main sprung a third leak near the repair done on Wednesday. All three breaks resulted in SSOs reported to the IEPA. In light of our recent conversations with IEPA, we made the decision to not restart the force main and take the chance of additional SSOs.

We are currently running the wastewater from the wet well to the downstream manhole with utilizing by-pass pumping. We are now elevating the lining project to an emergency project.

KEY ISSUES:

Staff (with the assistance of United Water) sought proposals from four lining firms. Insituform provided the only proposal to date, however we are hopeful to receive a second proposal by the end of August 15. If we do receive any further proposals we will forward to the Board in the Friday packet. In the meantime, the proposal from Insituform does meet our budget and timing.

Insituform is considered one of the best lining contractors in the nation and has performed multiple projects for the Village of Bensenville in the past. They were a subcontractor on the Northern Business District Project and lined the sanitary sewer mains on Phase I and will line the sewers on Phase II of that project.

Conversations with consultants with lining expertise have confirmed that the price per foot presented by Insituform is reasonable and not overpriced. Eight inch pressure main lining typically runs around \$115-\$125 per linear foot. The proposal from Insituform was at a cost of \$97 per linear foot.

ALTERNATIVES:

1. Approve the Emergency Repair Resolution.
2. Discretion of the Committee.

RECOMMENDATION:

Staff recommends award of the contract

BUDGET IMPACT:

\$150,000 was reserved in the United Water Capital budget for this project.

ACTION REQUIRED:

Resolution authorizing the execution of an Emergency Contract with Insituform, Inc. for the Lining of the County Line Road Force Main in the amount of \$124,200

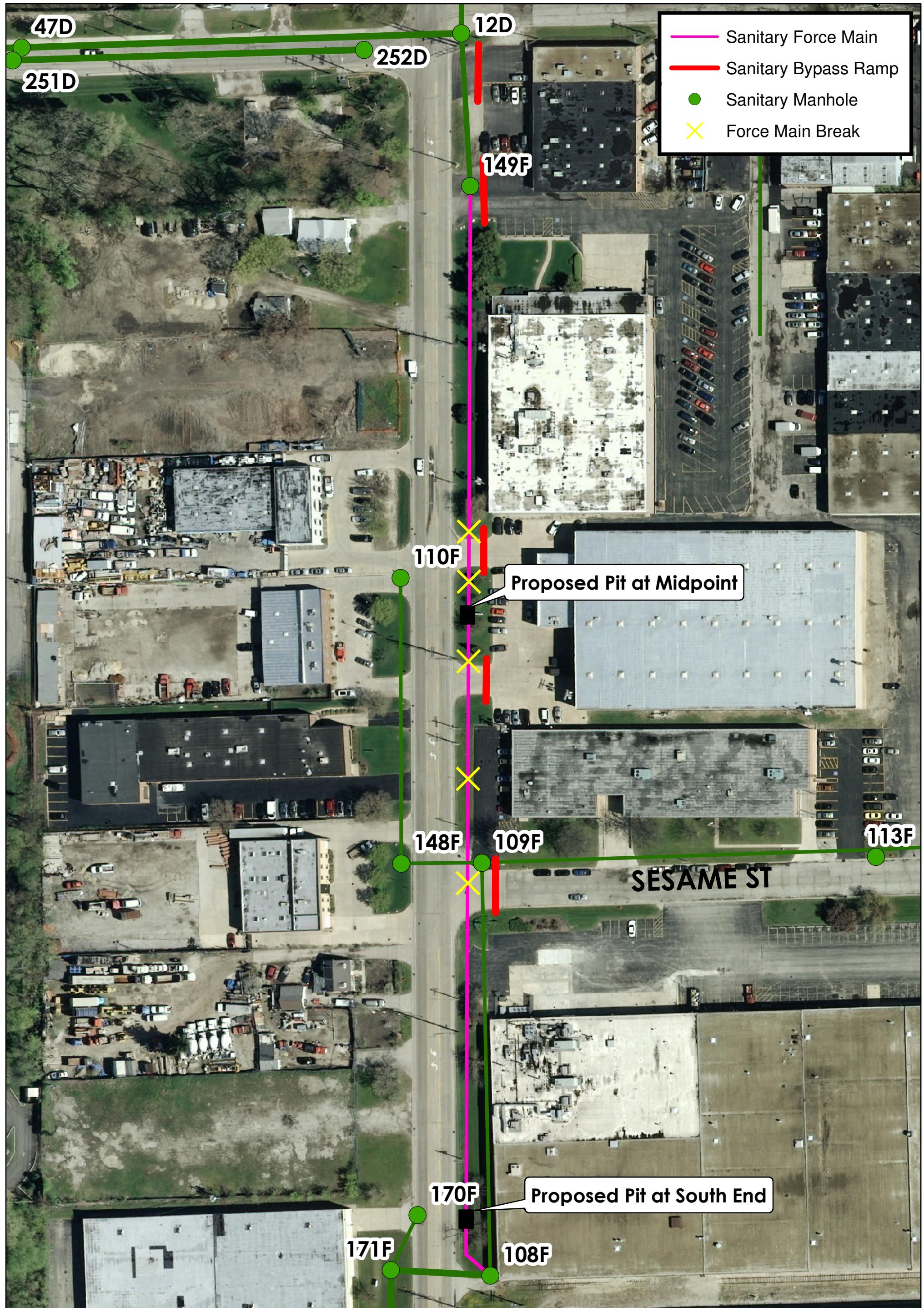
ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
MAP - CLR Force Main	8/15/2013	Exhibit
RES - CLR Force Main	8/15/2013	Resolution Letter
Proposal - CLR Force Main Lining	8/15/2013	Backup Material

Village of Bensenville

N

County Line Road Sanitary Force Main



RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN EMERGENCY CONTRACT WITH
INSITUFORM, INC. FOR THE LINING OF THE COUNTY LINE FORCE MAIN
IN THE AMOUNT OF \$124,200**

WHEREAS the Village of Bensenville is responsible for the operation and maintenance of the sanitary sewer collection system, and

WHEREAS included in the system are multiple force mains that elevate wastewater at locations where it cannot gravity feed to our Treatment Plant, and

WHEREAS the County Line Force Main consists of a six inch cast iron pipe, and

WHEREAS the County Line Force Main has experienced multiple breaks that have caused Sanitary Sewer Overflows (SSO) in the past two years, and

WHEREAS the Village made a commitment to IEPA to line this main by September 30, 2013, and

WHEREAS the main has recently broken three times in three days which has elevated the lining to an emergency status, and

WHEREAS a specification was distributed to four firms with lining experience, and

WHEREAS Insituform, Inc. submitted the only proposal to perform the work, and

WHEREAS the cost of the proposal has been verified by outside consultants and within probably range for the project, and

WHEREAS the Insituform, Inc. proposal was for \$124,200.

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Insituform, Inc. of Chesterfield, MO for the County Line Road Force Main Lining Project in an amount of \$124,200.

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

APPROVED:

Frank Soto
Village President

ATTEST:

Ilsa Rivera-Trujillo
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Contract Documents

United Water Environmental Services

VILLAGE OF BENSENVILLE County Line Road Sanitary Force Main CIPP Lining Project

For information on this project call: Mike Moore, (616) 301-6605



August, 2013

UNITED WATER
VILLAGE OF BENSENVILLE
COUNTY LINE ROAD SEWER FORCE MAIN CIPP LINING PROJECT

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Section 02546 – Structural Force Main Sewer Pipe Lining.....	02356-1 to 02356-6
Figure1 – Site Plan	1 Page

**UNITED WATER
VILLAGE OF BENSENVILLE
COUNTY LINE ROAD SEWER FORCE MAIN CIPP LINING PROJECT**

BID FORM

Note To Bidders: All blank spaces requiring input below must be filled in, in black ink.

To: United Water Environmental Services

Address: Bensenville Wastewater Treatment Plant
711 E Jefferson St
Bensenville, IL 60106

Project Location: County Line Road Lift Station
Vicinity of County Line Road and Sesame Street
Bensenville, IL 60106

Bidder : Insituform Technologies USA, LLC

Address: 17988 Edison Avenue, Chesterfield, MO 63005

Date: August 14, 2013

Bidder's person to contact for information on this Bid:

Name: Jana Lause

Title: Contracting & Attesting Officer

Telephone 636-530-8000

1. The undersigned bidder proposes and agrees, if the Bid is accepted, to enter into an agreement with United Water to perform and furnish all work as specified or indicated in the bidding documents for the contract price and within the contract time indicated in this bid and in accordance with other terms and condition of the bidding documents.
2. Bidder accepts all of the terms and conditions of the attached contract. This bid is due on the date and time specified in the Request for Quotation
3. In submitting this bid, the bidder represents that:
 - (a) Bidder has examined copies of all the enclosed documents and of the following Addenda (receipt of all of which is hereby acknowledged):

1. Award

United Water (UW) will issue an award and a Pricing Agreement to the contractor(s) that best meets UW criteria in the judgment of UW. This RFQ may be withdrawn or voided at any time by United Water.

2. RFQ Requirements

All responses must comply completely with all documents included in this RFQ. By submitting a bid, you are acknowledging that the site conditions and the RFQ has been reviewed and that the bid is in conformance with terms outlined in RFQ documents. If service proposed does not comply 100% with the attached Scope of Work the Bidder must provide an explanation detailing the deviation from the Scope and the impact of this deviation.

- Proposals must conform to all terms and conditions specified in the RFQ
- Proposal information must be submitted on provided forms where applicable.
- United Water reserves the right to accept or reject any or all bids.
- The request for quotation and its responses may be considered in whole or in part, at United Water's sole opinion and discretion, to be a binding obligation on the part of the supplier.

3. Bid Timeline

Bids shall be submitted by e-mail, fax or in person to the contact information identified in **Table 1** above, no later than the date specified in the Bid Parameters section of this RFQ. Awarded bidder will begin work as agreed upon and at the direction of United Water.

4. Agreement Template

If an agreement (or contract) is required, United Water's standard document template is contained as an attachment to this RFQ. **Each bidder shall confirm that the agreement template provided is acceptable.** If the bidder takes exception to specific clauses in the contract template then the bidder must indicate what why the exception(s) is an issue and also propose alternate language.

5. Payment Terms & Invoice Procedure

United Water's standard payment terms are Net 45 days.

6. Question & Answer Process

All questions regarding the bid process should be submitted in writing via e-mail to contact information specified in this RFQ. All questions will be answered in writing. If United Water obtains any additional information, including responses to individual supplier questions that could affect other suppliers, this information will be made available to all participants through an RFQ update.

7. Confidentiality

The contents of the RFQ contain proprietary and confidential information and shall not be disclosed, duplicated, or used in whole or in part for any purpose other than to evaluate and respond to this request. All pricing information provided to United Water will be kept confidential and will not be released to any other parties.

Date
8/14/13

Number
Addendum #1

The bidder agrees that all addenda issued are hereby made part of the bidding documents, and the bidder further agrees that his bid includes all impacts resulting from said addenda.

- (b) Bidder has become familiar with the nature and extent of the bidding documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- (c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) any examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work at the contract price, within the contract time and in accordance with other terms and conditions of the contract document.
- (d) Bidder has reviewed and checked all information and data shown with respect to existing Underground Utilities at or contiguous to the site. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect to said Underground Facilities are or will be required by bidder in order to perform and furnish the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents.
- (e) Bidder has given United Water written notice of all conflicts, errors and discrepancies that it has discovered in the enclosed documents and the written resolution thereof by United Water is acceptable to the bidder.

4. SCHEDULE

The bidder agrees to begin work immediately following the execution of the Contract. The time for completion of the Contract is detailed in Schedule A of the Contract.

A Contract award shall be effective as of the date the Agreement is delivered to the successful Bidder, or if mailed, the postmark date. Award shall be made within forty-five (45) days after the opening of bids, unless otherwise stated in the RFQ.

The successful Bidder shall within five (5) days, not including Sundays and legal holidays, after receiving the Agreement, sign and deliver two copies of the Contract to United Water. Within twenty (20) days, not including Sundays and legal holidays, of receipt of the Contract, United Water will sign the Contract. Signature by both parties constitutes execution of the Contract. Within forty-five (45) days of execution of the Contract United Water will issue the Notice to Proceed.

5. SALES AND USE TAXES

The Bidder agrees that all sales and use taxes, where applicable, are included in the stated bid prices for the work.

6. BID AMOUNTS

LUMP SUM AND/OR UNIT PRICE WORK

United Water, at his sole discretion, reserves the right to award to the Bidder who, in the sole determination of the United Water, will best serve the interest of the United Water. United Water reserves the right to accept any bid, to reject any or all bids, to waive any and all informalities involving price, time, or changes in the work, and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional bids. Also, United Water reserves the right to reject the bid of any Bidder if the United Water believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified, of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by United Water.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE SCHEDULE						
No.	Section	Item	Qty	Unit	Bid Unit Price	Bid Price
1	----	Mobilization, Demobilization	1	LS	\$17,500.00 per LS	\$ 17,500.00
2	02100	CIPP Lining in Accordance With Specification Section 02536	1,100	LF	\$ 97.00 per LF	\$ 106,700.00
TOTAL OF ALL BID PRICES (Sum of Bid Price for Each Item Above)						\$ 124,200.00 (figures)

UNIT PRICE SCHEDULE

No.	Section	Item	Qty	Unit	Bid Unit Price	Bid Price
-----	---------	------	-----	------	----------------	-----------

One hundred twenty four thousand, two hundred and no cents Dollars
(words)

Qty = Estimated Quantity

Bid Price (for each Item) = Qty x Bid Unit Price (for each item)

LS = Lump Sum

LF = Linear Feet

Instituform Technologies USA, LLC - August 14, 2013

Name of Bidder/Date

Jana Lause

Jana Lause, Contracting & Attesting Officer

Note: If there is no signature, the bid will be considered as non-responsive

The bidding requirements including the signed copy of the bid, the conditions of the contract, specifications, drawings, and any Addenda issued prior to the opening of bids are hereby referred to and by reference made a part of this contract as fully and completely as if the same were fully set forth herein.

7. ADDITIONAL INFORMATION

Contractor shall identify the number of access pits necessary to complete the lining work in the line below:

Number of Access Pits Necessary to Complete Work two (4'W x 8'L)

8. UTILIZATION OF SMALL, WOMEN'S AND MINORITY BUSINESS ENTERPRISES

It is the policy of the COMPANY that Small, Women's and Minority Business Enterprises (SBE/WBE/MBE) shall have the maximum practicable opportunity to participate in the performance.

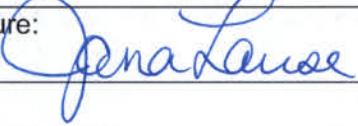
The Contractor agrees to use good faith efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with efficient performance. If a SBE/WBE/MBE is available to perform in this field, the subcontractor agrees to submit documentation of efforts to include SBE/WBE/MBE's.

8. Scope of Work

See Agreement Schedule A and attached specifications

RFQ Acknowledgement

I have read, understand, and agree to the terms and conditions of this RFQ and the Contract Agreement provided. Any exceptions to the Contract Agreement have been submitted to United Water for review.

Supplier Name:	Insituform Technologies USA, LLC
Corporate Officer or Partner	
Print name:	Jana Lause
Title:	Contracting & Attesting Officer
Signature:	
Date:	August 14, 2013

ADDENDUM NO. 1
To the
CONTRACT DOCUMENTS
For
VILLAGE OF BENSENVILLE
COUNTY LINE ROAD SEWER FORCE MAIN CIPP LINING
DATED AUGUST 2013

To All Planholders

August 14, 2013

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the Village of Bensenville's County Line Road Sewer Force Main CIPP Lining Project, as fully and completely as if the same were fully set forth therein:

1. Specification Section 02536 STURCTURAL FORCE MAIN SEWER PIPE LINING:

Section 3.05 Quality Assurance Procedures, Page 6, add the following Item No. 3 to Subsection C:

“3. Testing of the Northern most segment from the actual access pit location to the gravity main shall include plugging the pipe at the manhole where it transitions to gravity, reinforcing the plug and pressure testing to 10 psig or greater.”

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1, consisting of one (1) page(s) by signing in the space provided and submitting the signed Addendum with the Bid. Bids submitted without this Addendum may be considered nonresponsive.

Sincerely,

Craig Heisel
Donohue and Associates, Inc.

Receipt acknowledged and conditions agreed to

This, the 14th day of August, 2013

CONTRACTOR Insituform Technologies USA, LLC.



Worldwide Pipeline
Rehabilitation

11351 W. 183rd Street
Orland Park, IL 60467

Tel: 630-842-8539
Fax: 708-478-4871
kcoburn@insituform.com

Date: 8/14/13

RE: Village of Bensenville – County Line Rd Force Main CIPP Lining Bid Qualification

Insituform Technologies USA, LLC. Is pleased to submit a bid for this project. However, it's not possible to complete this project within the 15 days allowed per the spec.

We proposal the following schedule:

Issue "notice to proceed" by 8/22/13.

Two pits excavated and shored by 8/25/13.

Our TV/Clean sub-contractor will perform their work the week of 8/26/13.

We will order custom CIPP liner by 8/30/13.

We will complete CIPP installation by 9/28/13.

INSITUFORM TECHNOLOGIES USA, LLC.

A handwritten signature in black ink, appearing to read "Kevin Coburn".

Kevin Coburn, Business Development Manager Cell – 630-842-8539



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

JANUARY 20, 2012

0381859-4

ILLINOIS CORPORATION SERVICE C
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703-4261

RE INSITUFORM TECHNOLOGIES USA, LLC

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS
IN THE STATE OF ILLINOIS. ENCLOSED PLEASE FIND THE APPROVED
APPLICATION FOR ADMISSION.

PLEASE NOTE! THE LIMITED LIABILITY COMPANY MUST FILE AN ANNUAL REPORT
PRIOR TO THE FIRST DAY OF THIS MONTH OF QUALIFICATION NEXT YEAR.
FAILURE TO TIMELY FILE WILL RESULT IN A \$300 PENALTY AND/OR REVOCATION.
A PRE-PRINTED ANNUAL REPORT WILL BE MAILED TO THE REGISTERED AGENT AT
THE ADDRESS ON OUR RECORDS APPROXIMATELY 45 DAYS BEFORE THE DUE DATE.

MANY OF OUR SERVICES ARE AVAILABLE AT OUR CONTINUOUSLY UPDATED WEBSITE.
VISIT WWW.CYBERDRIVEILLINOIS.COM TO VIEW THE STATUS OF THIS COMPANY,
PURCHASE A CERTIFICATE OF GOOD STANDING, OR EVEN FILE THE ANNUAL REPORT
REFERRED TO IN THE EARLIER PARAGRAPH.

SINCERELY YOURS,

A handwritten signature in black ink that reads "Jesse White".

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
LIMITED LIABILITY DIVISION
(217) 524-8008

Form **LLC-45.5**
June 2010

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified
check, cashier's check, Illinois attorney's
check, C.P.A.'s check or money order
payable to Secretary of State.

**Illinois Limited Liability Company Act
Application for Admission to
Transact Business**

SUBMIT IN DUPLICATE

Type or Print Clearly.

FILE #: **03818594**

This space for use by Secretary of State.

FILED

JAN 20 2012

**JESSE WHITE
SECRETARY OF STATE**

1. Limited Liability Company Name: INSITUFORM TECHNOLOGIES USA, LLC

2. Assumed Name: _____

(This item is only applicable if the company name in item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)

3. Jurisdiction of Organization: Delaware

4. Date of Organization: 12/22/1983

5. Period of Duration: Perpetual

(Enter Perpetual unless there is a Date of Dissolution provided in the agreement, in which case enter that date.)

6. Address of the Office required to be maintained in the jurisdiction of its organization or, if not required, of the Principal Place of Business: (P.O. Box alone or c/o is unacceptable.)

17988 Edison Ave.

Number

Street

Suite #

Chesterfield, MO 63005

City,State

ZIP Code

7. Registered Agent: Illinois Corporation Service Company

First Name

Middle Name

Last Name

Registered Office: 801 Adlai Stevenson Drive

(P.O. Box alone or c/o
is unacceptable.)

Number

Street

Suite #

Springfield

City

Sangamon County

Illinois

62703

Zip Code

8. If applicable, Date on which Company first conducted business in Illinois: Upon Filing

(continued on back)

03818594
01/20/12

LLC-45.5

9. Purpose(s) for which the Company is Organized and Proposes to Conduct Business in Illinois: _____
Any act or activity for which limited liability companies may be organized, under the Limited Liability Company Act of
Delaware and permitted under the Illinois Limited Liability Act.

10. The Limited Liability Company: (check one)

a. Is managed by the manager(s) (List names and addresses.)

Joe Burgess 17988 Edison Ave., Chesterfield, MO 63005

David F. Morris 17988 Edison Ave., Chesterfield, MO 63005

David Martin 17988 Edison Ave., Chesterfield, MO 63005

b. Has management vested in the members(s) (List names and addresses.)

11. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

12. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or county wherein the LLC is formed.

13. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: January 9, 2012
Month, Day, Year

DF. Morris
Signature

David F. Morris, Manager
Name and Title (type or print)

If applicant is signing for a Company or other Entity, state Name of Company and indicate whether it is a member or manager of the LLC.

Delaware

PAGE 1

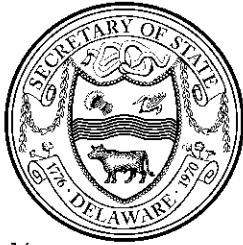
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "INSITUFORM TECHNOLOGIES USA, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "INSITUFORM TECHNOLOGIES USA, INC." TO "INSITUFORM TECHNOLOGIES USA, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.

2024080 8100V

111355550



You may verify this certificate online
at corp.delaware.gov/authver.shtml

J.W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264916

DATE: 12-30-11

Delaware

PAGE 2

The First State

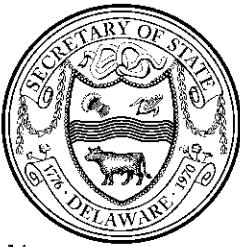
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF FORMATION OF "INSITUFORM TECHNOLOGIES USA, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF DECEMBER, A.D. 2011, AT 11:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2011, AT 11:58 O'CLOCK P.M.

2024080 8100V

111355550

You may verify this certificate online
at corp.delaware.gov/authver.shtml



Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9264916

DATE: 12-30-11

INSITUFORM TECHNOLOGIES USA, LLC
Assistant Secretary's Certificate

The undersigned, being the Assistant Secretary of Insituform Technologies USA, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

1. The following individuals have been appointed by the Board of Managers to serve in the office of the Company set opposite their respective names:

<u>Name</u>	<u>Office</u>
H. Douglas Thomas	Vice President
Joann Smith	Assistant Secretary
Denise Carroll	Assistant Secretary

2. The following is a true and correct excerpt from the Limited Liability Company Agreement of the Company:

Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

3. The President of the Company has, pursuant to the above authority, duly appointed Joann Smith, Denise L. Carroll, Debra Jasper, Jana Lause and Diane Partridge as Contracting and Attesting Officers of the Company. Each of the foregoing have been fully authorized and empowered by the President of the Company (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.

IN WITNESS WHEREOF, I have hereunto affixed my name as Assistant Secretary this 22nd day of February, 2013.

INSITUFORM TECHNOLOGIES USA, LLC

By: _____

Tod O'Donoghue
Assistant Secretary

TYPE:
Informational

SUBMITTED BY:
Mike Cassady

DEPARTMENT:
Village Manager's Office

DATE:
August 20, 2013

DESCRIPTION:
Introduction of New Employees.

I am pleased to announce that Christopher Staffeldt joined our police department as a probationary police officer on August 12, 2013.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION:
N/A

DATE:
N/A

BACKGROUND:
Join me in welcoming three new employees to the Village of Bensenville Staff.

KEY ISSUES:
The following new employees will be introduced at the August 20, 2013 Village Board Meeting:

- Christopher Staffeldt, Police Officer
- Andrew Schaeffer, Chief Technology Officer
- Victoria Kosman, Planner

ALTERNATIVES:
N/A

RECOMMENDATION:
N/A

BUDGET IMPACT:
N/A

ACTION REQUIRED:
No Action Required.