



# VILLAGE OF BENSENVILLE

## Village Board

President  
Frank Soto

## Trustees

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

## Village Clerk

Susan Janowik

## Village Manager

Michael Cassady

## Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

**6:30 P.M. Tuesday, July 24, 2012**

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

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)

V. APPROVAL OF MINUTES

June 26, 2012 Board of Trustees

VI. WARRANT – July 24, 2012 #12/13 \$2,235,426.78

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

VIII. **REPORTS OF STANDING COMMITTEES**

A. Community and Economic Development Committee

1. *Resolution Supporting the Granting of a Cook County Class 6(b) Real Estate Tax Incentive for Certain Property Commonly Known as 1100 East Green Street, M.B.S. Manufacturing*

2. *Ordinance for Conditional Use Permit and Variances for 471 South Podlin Avenue, Benchmark Surfacetec, Inc.*

B. Infrastructure and Environment Committee – No Report

C. Administration, Finance and Legislation Committee

1. *Ordinance Providing for the Submission to the Electors the Public Question Related to an Electric Aggregation Opt-Out Program*

2. *Resolution Approving the First Amended Economic Incentive Agreement with BCR Automotive Group, LLC, D.B.A. Roesch Ford in Bensenville, for the Redevelopment of Property and Certain Incentives Including Sharing of Retailers' Tax Revenues*

- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

## IX. INFORMATION ITEMS

### A. PRESIDENT'S REMARKS

- 1. *American Legion Libertyfest Check Presentation to the Village of Bensenville*
- 2. *Proclamation Honoring Bruce Nichols for His 27 Years of Service to the Bensenville Police Department*
- 3. *Proclamation Honoring First United Methodist Church of Bensenville for Celebrating 175 Years*

### B. VILLAGE MANAGER'S REPORT

- 1. *Resolution Authorizing Payment to the Illinois Environmental Protection Agency for our Annual Wastewater Treatment Plant NPDES Operating Permit in the Amount of \$17,500.*
- 2. *Joint Village Board / CDC Review AECOM Comprehensive Economic Development Strategy*

## X. UNFINISHED BUSINESS

## XI. NEW BUSINESS

## XII. EXECUTIVE SESSION

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

## XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

## XIV. ADJOURNMENT

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

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**

June 26, 2012

**CALL TO ORDER:** 1. In absence of President Soto, Village Attorney, Pat Bond called the meeting to order at 6:35p.m.

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

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

Absent: President Soto

A quorum was present.

Motion: Trustee O'Connell made a motion to appoint Trustee Wesseler as President Pro Temp. Trustee Bartlett seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**PUBLIC COMMENT:** There was no public comment.

**APPROVAL OF MINUTES:** 3. The June 12, 2012 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.**

**12/12:**

4. President Pro Tem Wesseler presented Warrant No. 12/12 in the amount of \$1,518,708.04.

Trustee Peconio asked for clarification on an invoice for Piper & Sons.

Minutes of the Village Board Meeting  
June 26, 2012 Page 2

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

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

NAYS: None

All were in favor. Motion carried.

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

All were in favor. Motion carried.

**Ordinance No.**  
**30-2012:**

**Ordinance Approving Variances from the Zoning Ordinance as a Result of an IDOT Taking of Property at 10 W. Irving Park Road, Bensenville, Illinois, Irving's Auto and Truck Center. (Consent Agenda)**

**Ordinance No.**  
**31-2012:**

**Ordinance Amending Title 10, Chapter 18, "Sign Regulations." Of the Bensenville Village Code. (Consent Agenda)**

**Resolution No.**  
**R-64-2012:**

**Resolution Authorizing the Execution of a Contract to Arrow Road Construction Co. for the 2012 Pavement Patching Program in the Amount of \$89,735. (Consent Agenda)**

**Resolution No.**  
**R-65-2012:**

**Resolution Authorizing the Execution of a Contract to Strada Construction Company for the 2012 Sidewalk Replacement Program in the Amount of \$38,218.50. (Consent Agenda)**

**Ordinance No.**  
**33-2012:**

**Ordinance Amending the Position of Part-Time Police Officer for the Village of Bensenville. (Consent Agenda)**

**Resolution No.**  
**R-66-2012:**

**Resolution Authorizing the Execution of a Contract with FMG Architects, Inc. for Architectural Services for a Space Needs and Feasibility Study for a Shared Police Facility in the Amount of \$39,850. (Consent Agenda)**

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

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June 26, 2012 Page 3

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
33-2012:**

6. President Pro Tem Wesseler gave the summarization of the action contemplated in **Ordinance No. 33-2012** entitled **An Ordinance Denying Variances from the Zoning Ordinance as a Result of an IDOT Taking of Property at 104 W. Irving Park Road, Bensenville, Illinois, Midwest Eurosport.**

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
34-2012:**

7. President Pro Tem Wesseler gave the summarization of the action contemplated in **Ordinance No. 34-2012** entitled **An Ordinance Denying a Request to Amend Title 10, Chapter 7, Article D C-4 Regional Destination PUD Commercial District to Allow Outdoor Storage as a Principle Use.**

Motion: Trustee Ridder made a motion to adopt the ordinance as presented. Trustee Jarecki seconded the motion.

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

NAYS: None

ABSTAINED: Peconio

Motion carried.

**Ordinance No.**

**35-2012:**

8. President Pro Tem Wesseler gave the summarization of the action contemplated in **Ordinance No. 35-2012** entitled **An Ordinance Approving the Grant of a Conditional Use Permit to Allow Motor Vehicle Repair (Major & Minor) and Denying Requested Variances at 680 Industrial Drive, Bensenville, Illinois.**

**Motion:**

Trustee O'Connell made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Resolution No**

**R-67-2012:**

9. President Pro Tem Wesseler gave the summarization of the action contemplated in **Resolution No. R- 67-2012** entitled **A Resolution Authorizing the Execution of a Contract to AI Warren Oil Company, Inc. for Providing a Temporary Fuel Island and Fleet Fueling Services.**

Trustee Peconio stated he did not receive information from staff that he had requested.

**Motion:**

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

**ROLL CALL:**

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

NAYS: Peconio

Motion carried.

**Resolution No**

**R-68-2012:**

10. President Pro Tem Wesseler gave the summarization of the action contemplated in **Resolution No. R- 68-2012** entitled **A Resolution Authorizing the Execution of a Contract to Corrective Asphalt Materials (CAM) LLC, for Pavement preventative Maintenance Services in the Amount of \$48,902.58.**

**Motion:**

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No**

**R-69-2012:**

11. President Pro Tem Wesseler gave the summarization of the action contemplated in **Resolution No. R- 69-2012** entitled **A Resolution Concerning the Determination of the Bensenville Village Board that Change Order Number One with Stark and Son Trenching for an Increase of \$122,486 is Required for the Jefferson Street Corridor Water Main Replacement – Phase I for a Revised Contract Cost of \$990,704.**

Trustee Peconio asked for an update regarding School District No. 2's involvement with the project. Director of Public Works, Joe Caracci stated Staff is currently meeting with School District No. 2 and will report back once a decision has been made.

Motion:

Trustee O'Connell made a motion to approve the resolution as presented. President Pro Tem Wesseler seconded the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Resolution No**

**R-70-2012:**

12. President Pro Tem Wesseler gave the summarization of the action contemplated in **Resolution No. R- 70-2012** entitled **A Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report, Single Audit Report and Management Letter for Fiscal Year End December 31, 2011.**

Tony Boras from Crowe Horwath, LLP presented a summery slideshow of the 2011 audit to the Village Board.

Motion:

Trustee O'Connell made a motion to approve the resolution as presented. Trustee Ridder seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No**

**R-71-2012:**

13. President Pro Tem Wesseler gave the summarization of the action contemplated in **Resolution No. R- 71-2012** entitled **A Resolution Approving the Engagement of PC Discovery for Information Technology Support and Operations Services for an amount not to exceed \$80,708.29.**

Trustee Peconio questioned Staff of why this item was not presented at Committee prior to the Village Board meeting.

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

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

NAYS: None

ABSTAINED: Peconio

Motion carried.

**Resolution No**

**R-72-2012:**

14. President Pro Tem Wesseler gave the summarization of the action contemplated in **Resolution No. R- 72-2012** entitled **A Resolution Approving the Engagement of the Baecore Group, Inc. for Technology Officer Services for an Amount not to Exceed \$50,000.**

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

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

NAYS: None

ABSTAINED: Peconio

Motion carried.

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**PRESIDENTIAL  
REMARKS:**

Trustee Bartlett thanked Staff for a successful Music in the Park thus far and encourages all Residents to attend.

President Pro Tem Wesseler thanked President Soto for allowing him the opportunity to serve as President Pro Tem in President Soto's absence.

President Pro Tem Wesseler reminded Resident about this year's Liberty Fest.

Village Clerk, Susan Janowiak, announced Village Hall and The Edge Ice Arena will serve as cooling centers during the warm weather. Information is available on the Village's website.

Village Clerk, Susan Janowiak, announced vehicle stickers must be displayed by July 1, 2012.

**MANAGERS  
REPORT:**

Public Works Director, Joe Caracci, introduced the Village's newly hired Civil Engineer, Mehul Patel, to the Village Board and Community.

**Motion:**

Trustee Ridder made a motion directing Staff to prepare an ordinance for the July 17, 2012 Village Board Meeting authorizing a referendum question to be placed on the November 6, 2012 ballot regarding Municipal Electric Aggregation. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

Village Manager, Michael Cassady, announced there will be one night of meetings on July 17, 2012 for the month of July. Mr. Cassady asked if the Village Board was willing to take a tour of the Wastewater Treatment Facility. Mr. Cassady was directed to contact the Board via email for their availability.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

There was no new business.

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**EXECUTIVE  
SESSION:**

Village Attorney, Pat Bond, stated there was no need for an executive session.

**ADJOURNMENT:**

Trustee Ridder made a motion to adjourn the meeting. President Pro Tem Wesseler seconded the motion.

All were in favor. President Pro Tem Wesseler was opposed.

Motion carried.

President Pro Tem Wesseler adjourned the meeting at 7:25 p.m.

Susan Janowiak  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, July, 2012

**TYPE:** Resolution

**SUBMITTED BY:** S. Viger

**DATE:** 07.18.12

**DESCRIPTION:** Pass the Resolution supporting the granting of a Cook County Class 6(b) Real Estate Tax Incentive for 1100 E. Green Street, M.B.S. Manufacturing Inc.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** CEDC Standing Committee

**DATE:** July 24, 2012

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**BACKGROUND:**

The applicant, Michael Stin is planning on acquiring the long vacant former Linde Tool & Engineering Company industrial building located at 1100 E. Green Street and relocating their related business entity M.B.S. Manufacturing, Inc. from Chicago to Bensenville. The Cook County Class 6bTax Incentive is a tool to support the rehabilitation of industrial facilities in Cook County. A Class 6b incentive reduces the assessment level from 25% to 10% of market value for ten years, to 15% for the 11<sup>th</sup> year and 20% in the 12<sup>th</sup> year. When asked, the Board has always been supportive with one caveat; that the property owner agree not to object to a possible Special Assessment or Special Service Area should the Village propose one. The Strategic Plan identifies the Eastern Business District: Preparation For Redevelopment Phase II as a Special Service Area which would include Podlin Avenue.

M.B.S. Manufacturing Inc. currently has four employees at their Chicago facility and envisions doubling their workforce at the new Bensenville location. The company specializes in the production of machine arts, shafts, rollers, mold inserts, tools, dies, fixtures, gears, prototypes and specialized machinery. A tool and die or machine shop is enumerated as an Allowed Use in the I – 4 General Industrial District. As with past 6b Resolutions, this agenda item is forwarded directly to the Standing Committee agenda due to the time constraints associated with the applicants request.

**KEY ISSUES:**

The Class 6b would be an incentive to bring a new industrial business not only to a long vacant building but to our Cook County Business District which is at a competitive disadvantage to the majority DuPage County areas of our business community.

**ALTERNATIVES:**

1. Board discretion.
2. Approve the Resolution.
3. Deny the Resolution.

**RECOMMENDATION:** Staff respectfully recommends supporting the request for a Cook County Class 6b Property Tax Incentive for Michael Stin (M.B.S. Manufacturing).

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Motion to approve the Resolution expressing the Village's support and consent to the Cook County Class 6B Property Tax Incentive Application.

1100 E. Green Street





## CLASS 6b ELIGIBILITY APPLICATION

**COPY**

Carefully review the Class 6b Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department, (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (except drawings and surveys) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

### *Applicant Information*

Name: MICHAEL STIN Telephone: (847) 373-1722  
Address: 842 Bluebird  
City: Deerfield State: IL Zip Code: 60015

### *Contact Person (if different than the Applicant)*

Name: \_\_\_\_\_  
Company: \_\_\_\_\_ Telephone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### *Property Description (per PIN)*

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street address: (1) 1100 E. Green Street  
Permanent Real Estate Index Number: 1219100026  
(2) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
(3) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_

City: FRANKLIN PARK State: IL Zip Code: 60131  
Township: LEYDEN Existing Class: 5-93

*Attach legal description, site dimensions and square footage, and building dimensions and square footage.*

### ***Identification of Persons Having an Interest in the Property***

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

### ***Industrial Use***

Attach a detailed description of the precise nature and extent of the intended use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

Include copies of materials, which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

### ***Nature of Development***

Indicate nature of the proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)
- Substantial Rehabilitation (Read and complete Section A)  
**Incentive only applied to market value attributable to the rehabilitation**
- Occupation of Abandoned Property – No Special Circumstances  
(Read and complete Section B)
- Occupation of Abandoned Property – With Special Circumstances  
(Read and complete Section C)

A. If the proposed development consists of *new construction* or *substantial rehabilitation*, provide the following information:

Estimated date of construction commencement (excluding demolition, if any): \_\_\_\_\_

Estimated date of construction completion: \_\_\_\_\_

Attach copies of the following:

1. Specific description of the proposed new construction or substantial rehabilitation.
2. Current plat of survey for subject property.
3. 1<sup>st</sup> floor plan or schematic drawings.
4. Building permits, wrecking permits and occupancy permits (including date of issuance).
5. Complete description of the cost and extent of substantial rehabilitation or new construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc.)

B. If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES       NO

When and by whom was the subject property last occupied prior to the purchase for value?

Linde Tool and Eng. Co.

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy.

2. Application must be made to Assessor prior to reoccupation:

Estimated date of reoccupation:

AUGUST 31, 2012

Date of purchase:

MICHAEL STIN

Name of purchaser:

Glenn F. Linde Jr.

Name of seller:

NONE

Relationship of purchaser to seller:

Attach copies of the following documents:

- (a) Sale contract
- (b) Closing statement
- (c) Recorded deed
- (d) Assignment of beneficial interest
- (e) Real estate transfer declaration

C. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was a purchase for value, but the period of *abandonment prior to purchase was less than 24 continuous months*, please complete section (1) below. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was *no purchase for value*, but the period of abandonment prior to application was 24 continuous months or greater, please complete section (2) below.

1. How long was the period of abandonment prior to the purchase for value? \_\_\_\_\_

When and by whom was the subject property last occupied prior to the purchase for value?

\_\_\_\_\_

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicated duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for the less than 24-month abandonment period.*

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

Date of purchase: \_\_\_\_\_

Name of purchaser: \_\_\_\_\_

Name of seller: \_\_\_\_\_

Relationship of purchaser to seller: \_\_\_\_\_

Attach copies of the following documents:

- (a) Sale contract
- (b) Closing statement
- (c) Recorded deed
- (d) Assignment of beneficial interest
- (e) Real estate transfer declaration

2. Was the subject property vacant and unused for at least 24 continuous months prior to the filing of this application?

YES       NO

When and by whom was the subject property last occupied prior to filing this application?

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Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.*

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: \_\_\_\_\_

## **Employment Opportunities**

How many construction jobs will be created as a result of this development? 2

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: 4 Part-time: \_\_\_\_\_

How many new permanent full-time jobs will be created as a result of this proposed development?

4

How many new permanent part-time jobs will be created as a result of this proposed development?

\_\_\_\_\_

## **Cook County Living Wage Ordinance**

Applicant confirms that it has reviewed a copy of Chapter 34, Article IV, Division 1, of the COOK COUNTY LIVING WAGE ORDINANCE, Sec. 34-123, as amended.

Please mark the appropriate blank below to indicate which statement applies to the applicant:



Applicant acknowledges that during the appeal process it must provide an affidavit to the Cook County Assessor's Office stipulating it is in compliance with the above referenced Living Wage Ordinance because applicant is currently paying a living wage to its employees.

**OR**



Applicant acknowledges that during the appeal process it must provide an affidavit to the Cook County Assessor's Office stipulating it is in compliance with the above referenced Living Wage Ordinance because applicant is not required to pay a living wage.

## **Local Approval**

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. *The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6b Application and that it finds Class 6b necessary for development to occur on the subject property.* If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6b incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

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Signature

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Date

---

Print Name

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Title



**M.B.S. Manufacturing, Inc.**  
2535 W. Armitage Ave., Chicago, IL 60647  
Phone: (773) 276 6900 Fax: (773) 276 6984  
Mailing address: P.O. Box 504  
Wheeling, IL 60090  
Web: [mbsmfg.com](http://mbsmfg.com)

Interested in purchasing this property for manufacturing use is

Michael Stin  
842 Bluebird Street  
Deerfield, IL 60015

SEARCH

## FEATURED ITEMS



[Harley Davidson Inner Cam Bearing Remover For TC88 Engines](#)  
Regular price: \$89.99  
Sale price: \$59.99



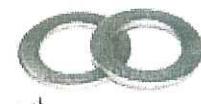
[Mercury, Mariner, Honda Flywheel Puller Lifting Ring](#)  
Regular price: \$89.99  
Sale price: \$34.99



[MerCruiser Mercury Hinge Pin Tool](#)  
Regular price: \$29.99  
Sale price: \$12.99



[Marine Engine Alignment Tool \(Two Piece\)](#)  
\$44.99



[Wake RXP RXT GTX Washers 2006-2007](#)  
\$44.99



[Gimbal Bearing Puller Tool for Mercruiser OMC Volvo](#)  
Regular price: \$319.99  
Sale price: \$159.99



[TC88 Mainshaft Sprocket Wrench Big Twin](#)  
Regular price: \$89.99  
Sale price: \$54.99



[Puller and Installer Set](#)  
\$89.99

## WELCOME TO MBS MANUFACTURING

For almost 25 years, we have been doing business with partners across the nation from our headquarters located in Chicago, Illinois. As of 2004, we established a presence online through such mediums as [eBay](#), [Amazon](#), and others."

In our store you will find Motorcycle Tools, Accessories, and Flywheel Pullers, Marine Flywheel Pullers and Tools, Honda and Ducati Specialty Tools, Caterpillar Tools, ATV and Motorcycle Tools, and Dental Lab Equipment at prices much lower than the competition! All of our products are manufactured in Chicago, in our machine shop.

## Flywheel Puller Guide By Size



[14mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[16mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[18mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[18mm x 1.5mm]

Regular price: \$17.99  
Sale price: \$9.99



[19mm x 1mm]

Regular price: \$22.99  
Sale price: \$9.99



[20mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[20mm x 1.5mm]

Regular price: \$17.99  
Sale price: \$9.99



[20mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[22mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[22mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[24mm x 1mm]

Regular price: \$23.99  
Sale price: \$9.99



[24mm x 1mm]

Regular price: \$26.99  
Sale price: \$19.99



[24mm x 1.5mm]

Regular price: \$26.99  
Sale price: \$19.99



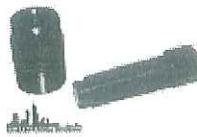
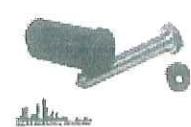
[26mm x 1mm]

Regular price: \$29.99  
Sale price: \$14.99



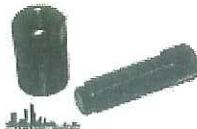
[26mm x 1mm]

Regular price: \$26.99  
Sale price: \$19.99



[26mm x 1.5mm]

Regular price: \$49.99  
Sale price: \$24.99



[27mm x 1.25mm]

Regular price: \$19.99  
Sale price: \$9.99



[30mm x 1mm]

Regular price: \$22.99  
Sale price: \$20.99



[33mm x 1.5mm] RH

Regular price: \$19.99  
Sale price: \$14.99



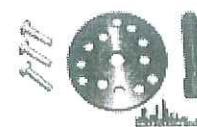
[38mm x 1.5mm]

Regular price: \$39.99  
Sale price: \$36.99



[55mm x 1mm]

Regular price: \$89.99  
Sale price: \$54.99



Marine Flywheel Puller

[26mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[28mm x 1mm]

Regular price: \$24.99  
Sale price: \$18.99



[30mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$12.99



[33mm x 1.5mm]

Regular price: \$29.99  
Sale price: \$24.99



[42mm x 1.5mm]

Regular price: \$24.99  
Sale price: \$23.99



[62mm x 1mm]

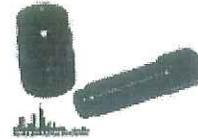
Regular price: \$89.99  
Sale price: \$54.99



Universal Flywheel Puller

[27mm x 1mm]

Regular price: \$22.99  
Sale price: \$9.99



[28mm x 1.5mm]

Regular price: \$19.99  
Sale price: \$9.99



[30mm x 1.5mm]

Regular price: \$22.99  
Sale price: \$20.99



[35mm x 1.5mm]

Regular price: \$37.99  
Sale price: \$34.95



[50mm x 1.5mm]

Regular price: \$69.99  
Sale price: \$59.95



PVL Animal Flywheel Puller

Regular price: \$27.99  
Sale price: \$19.99



Regular price: \$44.99  
Sale price: \$29.99

Regular price: \$49.99  
Sale price: \$34.99

[Flywheel Puller 7 Hole Disc](#)  
[6mm Bolts](#)  
Regular price: \$29.99  
Sale price: \$14.99



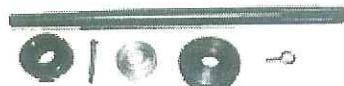
[Universal Flywheel Puller Mk2](#)

Regular price: \$59.99  
Sale price: \$39.99

- [Flywheel Puller Guide by Model](#)
- [Flywheel Puller Guide By Size](#)
- [Marine Flywheel Pullers and Tools](#)
- [Stihl Chainsaw Pullers](#)
- [Harley Davidson Tools & Bearings](#)
- [Ducati and MV Agusta Tools](#)
- [Honda Tools and Accessories](#)
- [Motorcycle Hex Axle Tools](#)
- [Caterpillar Tools](#)
- [Dental Lab Equipment](#)



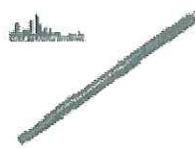
# Marine Tools



Marine Tools



Gimbal Bearing Puller Tool for  
Mercruiser OMC Volvo  
Sale price: \$159.99



Marine Engine Alignment Tool  
Sale price: \$34.99



Marine Engine Alignment Tool  
(Two Piece)  
\$44.99



Gimbal Bearing Installation  
Driver Tool  
Sale price: \$29.99



Gimbal Bearing Grease Seal  
Installation Tool  
Sale price: \$24.99



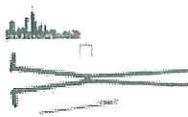
Mercury Mercruiser Bearing  
Carrier Retaining Wrench Tool  
Sale price: \$49.99



Mercury Mariner Mercruiser  
Driveshaft Nut Holding Tool  
Sale price: \$59.99



Mercury Mercruiser Driveshaft  
Bearing Retainer Wrench  
Regular price: \$32.95  
Sale price: \$29.95



Bellows Expander Tool for  
Mercruiser Outdrive Motors  
Sale price: \$39.99



MerCruiser Mercury Hinge Pin  
Tool  
Sale price: \$12.99



Bellow Retainer Sleeve  
Installation Tool  
Regular price: \$54.99

# Harley Davidson Tools



Inner Cam Bearing Installer  
and Puller Tools



Transmission Mainshaft  
Bearing Inner Race Pullers and Primary Drive Locking Tools  
Installers



Sprocket Shaft Tools



Mainshaft Sprocket Wrenches



Harley Tappet Lifter Block  
Alignment Tool

Sale price: \$4.99, 2/\$8.99,  
3/\$10.99



Harley Davidson Driver Handle  
Race Bearing Instal Tool  
Sale price: \$34.99



Harley Fork Cap Nut Socket  
Tool  
Sale price: \$19.99



Harley Cam Crank Locking  
Tool TC88  
Sale price: \$19.99



Wheel Bearing Installer and  
Puller Set  
Sale price: \$179.99



TC88 Camshaft Removal and  
Installation Set  
Sale price: \$99.99

# Ducati Tools and Accessories

**DUCATI** 



Ducati Steel 46/41mm Rear Axle Nut Socket Tool Nut  
Regular price: \$49.99  
Sale price: \$34.99



Ducati and MV Agusta Chain Adjuster Tool  
\$14.99



Ducati Engine Turning Tool  
Regular price: \$39.99  
Sale price: \$24.99



Ducati 18 Tooth Cam Belt Lock Tool  
Regular price: \$24.99  
Sale price: \$14.99



Ducati 25mm Front Axle Alignment Tool  
Regular price: \$18.99



Ducati 1098S Knurled Socket Tool  
Regular price: \$69.99  
Sale price: \$34.99



Ducati Desmosedici RR Foot Break and Shifter Bolt Tool  
\$29.99



Ducati Sprocket Ring Nut Socket Tool & Nut  
Regular price: \$64.99  
Sale price: \$44.99



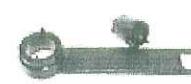
Ducati 20 Tooth Cam Belt Lock  
Regular price: \$25.99  
Sale price: \$14.99



Ducati Speedometer Spacer  
Regular price: \$12.99  
Sale price: \$6.99



Ducati 46mm / 28mm Front & Rear Nut Socket Tool  
Regular price: \$49.99  
Sale price: \$34.99



Ducati Cam Pulley Tool  
Regular price: \$82.99  
Sale price: \$59.99



Ducati Drive Exhaust Nut Tool  
Regular price: \$59.99  
Sale price: \$34.99



Ducati Steering Stem Nut Tool  
Regular price: \$27.99  
Sale price: \$13.99



[19mm x 1mm]  
Regular price: \$22.99  
Sale price: \$9.99

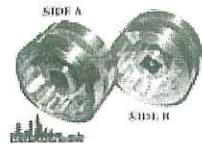
Sale price: \$9.99



[22mm x 1.5mm]

Regular price: \$19.99

Sale price: \$9.99



Ducati Aluminum 46/41mm

Rear Axle Nut Socket Tool

Regular price: \$49.99

Sale price: \$34.99



[55mm x 1mm]

Regular price: \$89.99

Sale price: \$54.99



[62mm x 1mm]

Regular price: \$89.99

Sale price: \$54.99



Ducati Alternator Cover Puller

Regular price: \$29.99

Sale price: \$14.99

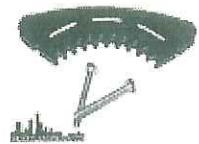


Ducati Roundcase Drive Gear

Removal Tool

Regular price: \$69.99

Sale price: \$34.99



Ducati Dry Clutch Hub and

Basket Holding Tool

Regular price: \$69.99

Sale price: \$29.99



Ducati Tapered Steering

Bearings

\$39.99



Ducati Front Wheel Axle

Alignment Tool 1098 1198

\$15.99



46mm Rear Axle Nut Socket

Tool

Regular price: \$39.99

Sale price: \$24.99

# Caterpillar Tools



Caterpillar 3406 Injection Pump Timing Tool  
Sale price: \$19.99



Caterpillar Precombustion Chamber Tools, Part.5F9217  
Sale price: \$49.99



Caterpillar 8M4857 Puller for Steering Clutch Hub  
Sale price: \$185.99



Caterpillar 5P2680 Plate final drive Sprocket Installation  
Sale price: \$288.99



Caterpillar 6H1626 Adapter for Steering Clutch  
Sale price: \$59.99



Caterpillar 9H4072 Adapter for Steering Clutch  
Sale price: \$59.99



Caterpillar 4M8484 Shaft Adapter  
Sale price: \$74.99



Caterpillar 5F9880 Shaft Adapter  
Sale price: \$74.99



Caterpillar 8M9013 Shaft Adapter  
Sale price: \$74.99



Caterpillar 8M4858 Adapter  
Sale price: \$86.99



Caterpillar 1M6877 Puller Assembly  
Sale price: \$255.99



Caterpillar 9S5556 Adapter  
Sale price: \$74.99



**M.B.S. ■■■**

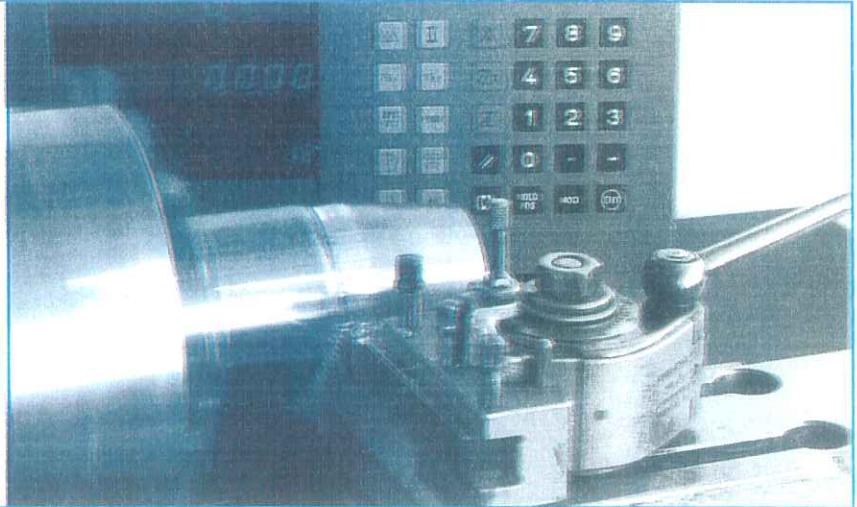
Chicago, IL 60647  
2535 W. Armitage

**M.B.S. Manufacturing, Inc.**

**M.B.S. ■■■**

BULK RATE  
U.S. Postage  
PAID  
Permit No. 58  
Des Plaines,  
IL 60647

**Quality  
Dependability  
Precision**



# M.B.S.

M.B.S. Manufacturing Inc.  
2535 W. Armitage Ave. 60647  
Phone (773) 276-6900  
Fax (773) 276-6984

Mailing Address:  
P.O. Box 405  
Deerfield IL, 60015

## *Are you looking for a reliable machine shop?*

Like most competitive business people you are concerned with high quality, on-time delivery, and the most reliable price. We have built a reputation on high quality and dependability with many small and large companies throughout the Midwest.

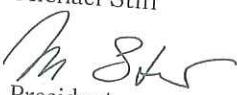
Our experience in the production of machine parts, shafts, rollers, mold inserts, tools, dies, fixtures, gears, prototypes and special machinery combined with our understanding of the requirements in the tooling industry make us natural addition to your team.

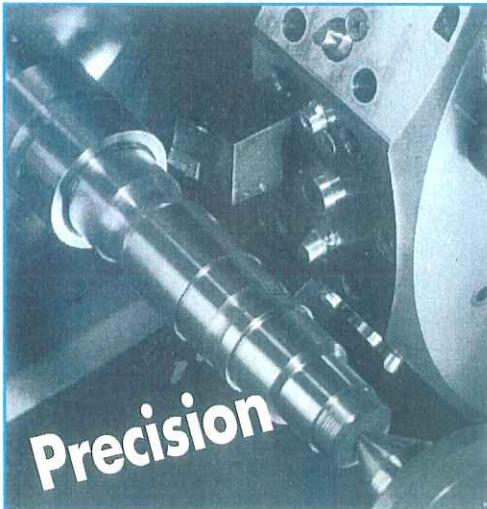
*In our complete facility we have:*

	Swing	Distance Between Centers
OKUMA LB-25 CNC LATHE	27" dia.	50" Long
TOS TRENCIN LATHE	38" dia.	120" Long
5C COLLET LATHE	13" dia.	40" Long
2 GEARED HEAD LATHE	16" dia.	40" Long
5 BRIDGEPORT MILLING MACHINES WITH DIGITAL READOUTS		
2 SURFACE GRINDERS		
TEN STATION AUTOMATIC DRILL PRESS		
AUTOMATIC AND MANUAL SAWS		
WELDING MACHINES & BRAZING EQUIPMENT		

And all the necessary inspection tools for our extensive quality control department.  
We look forward to working with your company in the near future.

Sincerely,  
Michael Stin

  
President



# M.B.S.

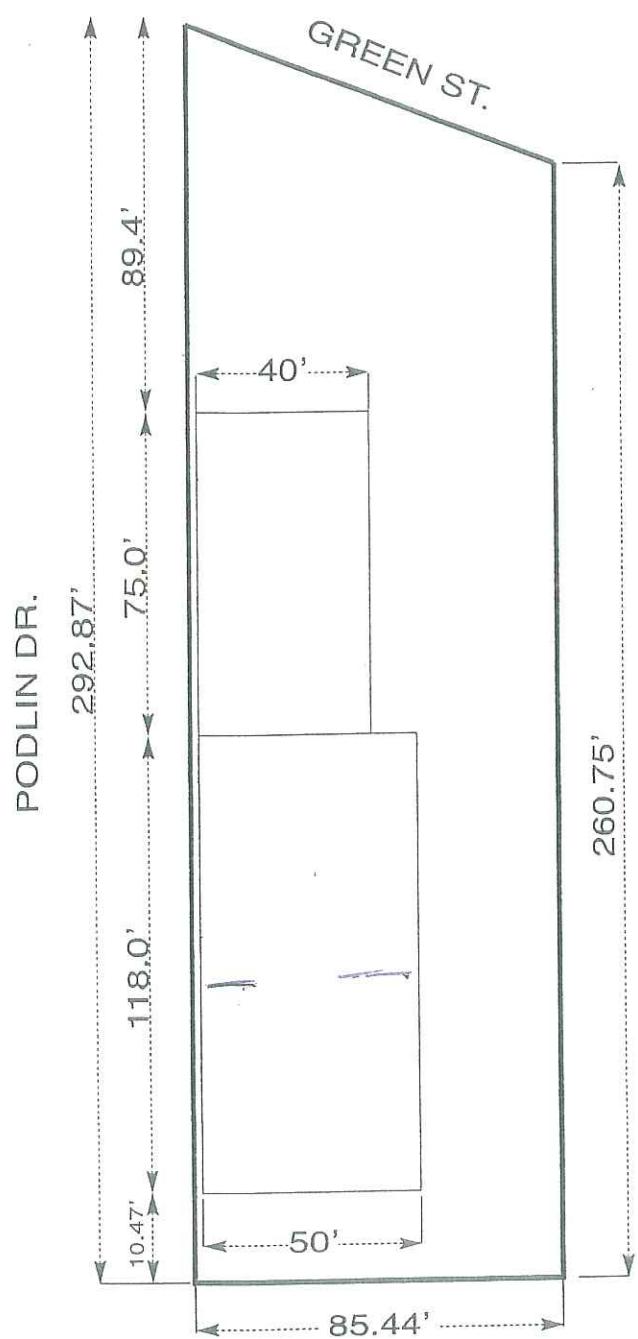
Michael Stin

## **M.B.S. Manufacturing, Inc.**

2535 W. Armitage • Chicago, IL 60647  
Phone: (773) 276-6900  
Fax: (773) 276-6984

High Quality  
CNC Machining  
Welding

Manufacturers of  
Special Machinery  
Tools & Fixtures

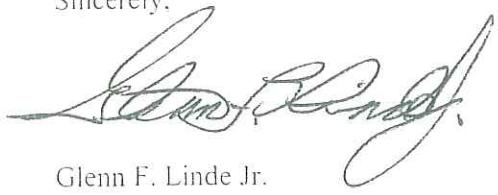


July 2, 2012

To Whom It May Concern:

Linde Tool & Engineering Company is no longer doing business at the building located at 1100 E. Green Street, Franklin Park, IL. The equipment was auctioned off and removed as of December 11, 2009. The building has been vacant since the auction.

Sincerely,

A handwritten signature in black ink, appearing to read "Glenn F. Linde Jr." The signature is fluid and cursive, with a large, stylized "G" at the beginning.

Glenn F. Linde Jr.

STATE OF ILLINOIS )  
COUNTY OF COOK )

## AFFIDAVIT

I, Glen F. Linde, Jr. do hereby attest to the following under oath:

1. I am the owner of the property located at 1100 East Green Street, Franklin Park, Illinois, PIN: 12-19-100-026-0000 ("Subject").
2. The Subject is an industrial building that has approximately 8,903 square feet.
3. That the Subject was entirely vacant for the entire calendar year of 2010.
4. That the Subject is located on Green Street in an area that the State of Illinois has designated to be a part of the Elgin O'Hare - West Bypass project which will connect the western access of O'Hare Airport to Highway 294.
5. Grubb & Ellis and one other realtor have informed me that it is not prudent to incur the expenses of listing the property for sale until the State of Illinois verifies its position on its planning map whether to file a condemnation lawsuit to take the Subject and connect the western access from O'Hare Airport to Highway 294.

Glen F. Linde, Jr.

Subscribed and Sworn To Before me  
this 15 day of January, 2011.

Sherry J. Nall  
Notary Public



## VILLAGE OF BENSENVILLE

The staff at the Village of Bensenville wishes all the Moms out there a Happy Mother's Day! Vehicle stickers go on sale May 21st. If you purchased a vehicle sticker last year you will be sent a pre-filled renewal application for your convenience. New this year - you can now purchase your sticker online. Also available on the Village website are the results of our comprehensive community survey. Feedback from this survey will be used to better align village services and programs to community priorities. For those without internet access a hard copy of the survey can be viewed at Village Hall or at the library. 2012 Classic Car Cruise Nights! Every Wednesday from June 13 - August 29 before Music in the Park. This is a free event. Check the website or call 630-866-8888 for more information. Pay your bill online at [www.bensenville.il.us](http://www.bensenville.il.us). Bensenville Theater is still only \$4. Seniors \$2.

X 0X0000  


**BILL DATE:** 05/03/2012

**NAME:** LINDE TOOL & ENG

**SERVICE ADDRESS:** 1100 E GREEN ST

**ACCOUNT NUMBER:** 227045

**CUSTOMER NUMBER:** 206404

**BILL NUMBER:** 201138



**METER ID:** 89446671

**BILLING PERIOD**

Current Meter Reading .....	0	Current Read Date .....	04/30/2012
Previous Meter Reading .....	0	Previous Read Date .....	03/30/2012
Usage .....	0	Type Of Reading .....	ACTUAL

<b>PREVIOUS BALANCE</b> .....	\$29.16
-------------------------------	---------

<b>FEES/ADJUSTMENTS</b> .....	\$2.92
-------------------------------	--------

<b>PAYMENTS</b> .....	(\$32.08)
-----------------------	-----------

<b>BALANCE FORWARD</b> .....	\$0.00
------------------------------	--------

<b>TOTAL CURRENT CHARGES</b> .....	\$29.16
------------------------------------	---------

WS WATER SERVICE .....	\$5.38
------------------------	--------

WS SANITARY SEWER .....	\$4.25
-------------------------	--------

WS CAPITAL RECOVERY .....	\$4.64
---------------------------	--------

WS DEBT SERVICE .....	\$6.81
-----------------------	--------

INDUSTRIAL PRETREATMENT - BNSV .....	\$8.08
--------------------------------------	--------

<b>TOTAL AMOUNT DUE BY 05/23/2012</b>	\$29.16
---------------------------------------	---------

<b>TOTAL AMOUNT DUE AFTER 05/23/2012</b>	\$32.08
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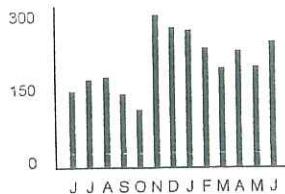
Page 1 of 2

Account Number 6897604005

Name LINDE TOOL & ENGINEERING CO  
 Service Location 1100 E GREEN ST BENSENVILLE  
 Phone Number 630-766-1354

www.comed.com

Customer Service / Power Outage

English  
1-877-4COMED1 (1-877-426-6331)Español  
1-800-95-LUCES (1-800-955-8237)Hearing/Speech Impaired  
1-800-572-5789 (TTY)  
For Electric Supply Choices Visit  
[www.pluginillinois.org](http://www.pluginillinois.org)Your Usage Profile  
13-Month Usage (Total kWh)

## Electric Usage

Month	kWh
Jun-11	142
Jul-11	165
Aug-11	170
Sep-11	137
Oct-11	109
Nov-11	284
Dec-11	261
Jan-12	256
Feb-12	222
Mar-12	187
Apr-12	218
May-12	189
Jun-12	235

## Average Daily

Month Billed	kWh	Temp
Last Year	4.6	61
Last Month	6.8	49
Current Month	7.1	65

## Bill Summary

Previous Balance	\$91.97
Total Payments - Thank You	\$99.97
Amount Due on June 19, 2012	\$64.25

Issue Date June 4, 2012

## Meter Information

Read Date	Meter Number	Load Type	Reading Type	Previous	Meter Reading	Difference	Multiplier X	Usage
6/4	140020737	General Service	Total kWh	33431 Actual	33596 Actual	165	1	165
6/4	140020737	General Service	kW	993.75 Actual	995.47 Actual	1.72	1	1.72
6/4	141056443	General Service	Total kWh	2575 Actual	2582 Actual	7	10	70
6/4	141056443	General Service	kW	35.77 Actual	35.92 Actual	0.15	10	1.50

Service from 5/2/2012 to 6/4/2012 - 33 Days

Commercial Demand - 0 to 100 kW

## Electricity Supply Services

\$17.72

Electricity Supply Charge	235 kWh	X	0.06220	14.62
Transmission Services Charge	235 kWh	X	0.00815	1.92
Purchased Electricity Adjustment				1.18

## Delivery Services - ComEd

\$51.09

Customer Charge				16.76
Standard Metering Charge				7.93
Distribution Facilities Charge	3.22 kW	X	5.15000	16.58
IL Electricity Distribution Charge	235 kWh	X	0.00123	0.29
Meter Lease				9.53

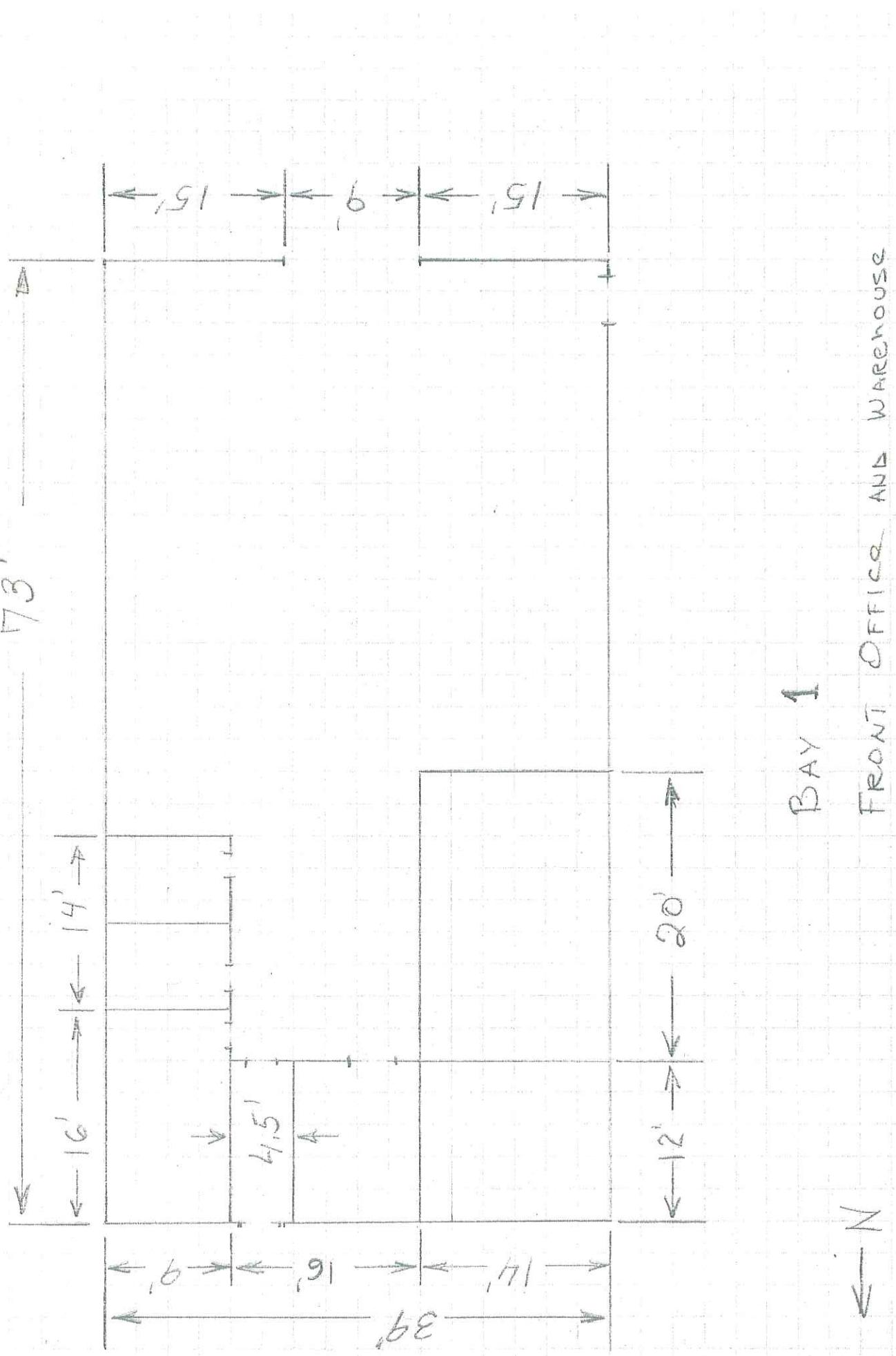
## Taxes and Other

\$3.44

Environmental Cost Recovery Adj	235 kWh	X	0.00027	0.06
Energy Efficiency Programs	235 kWh	X	0.00184	0.43
Franchise Cost	\$45.79	X	1.75200%	0.80
State Tax				0.78
Municipal Tax				1.37

(continued on next page)

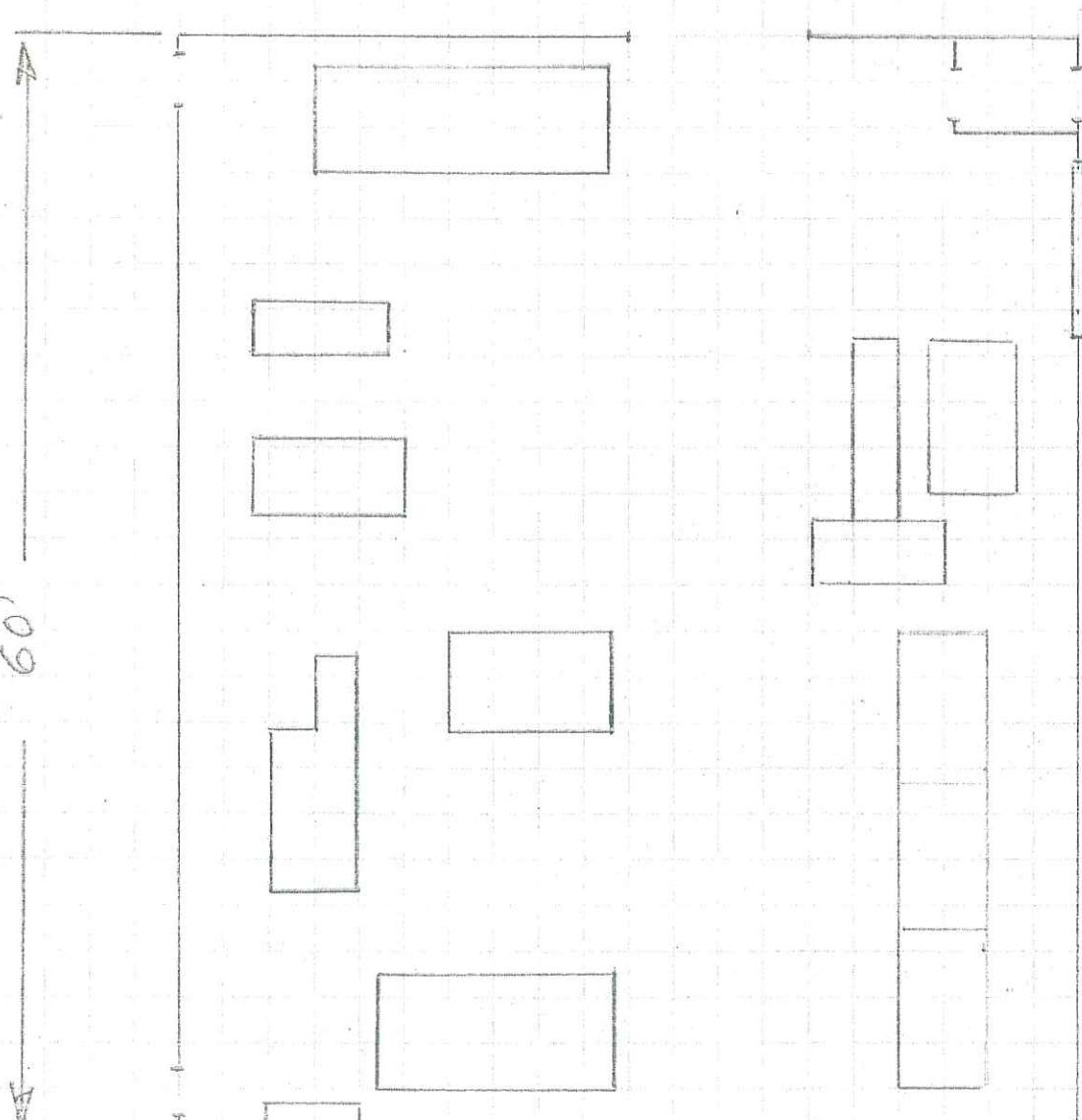
173



Front Office AND Warehouse

BAY 1

N



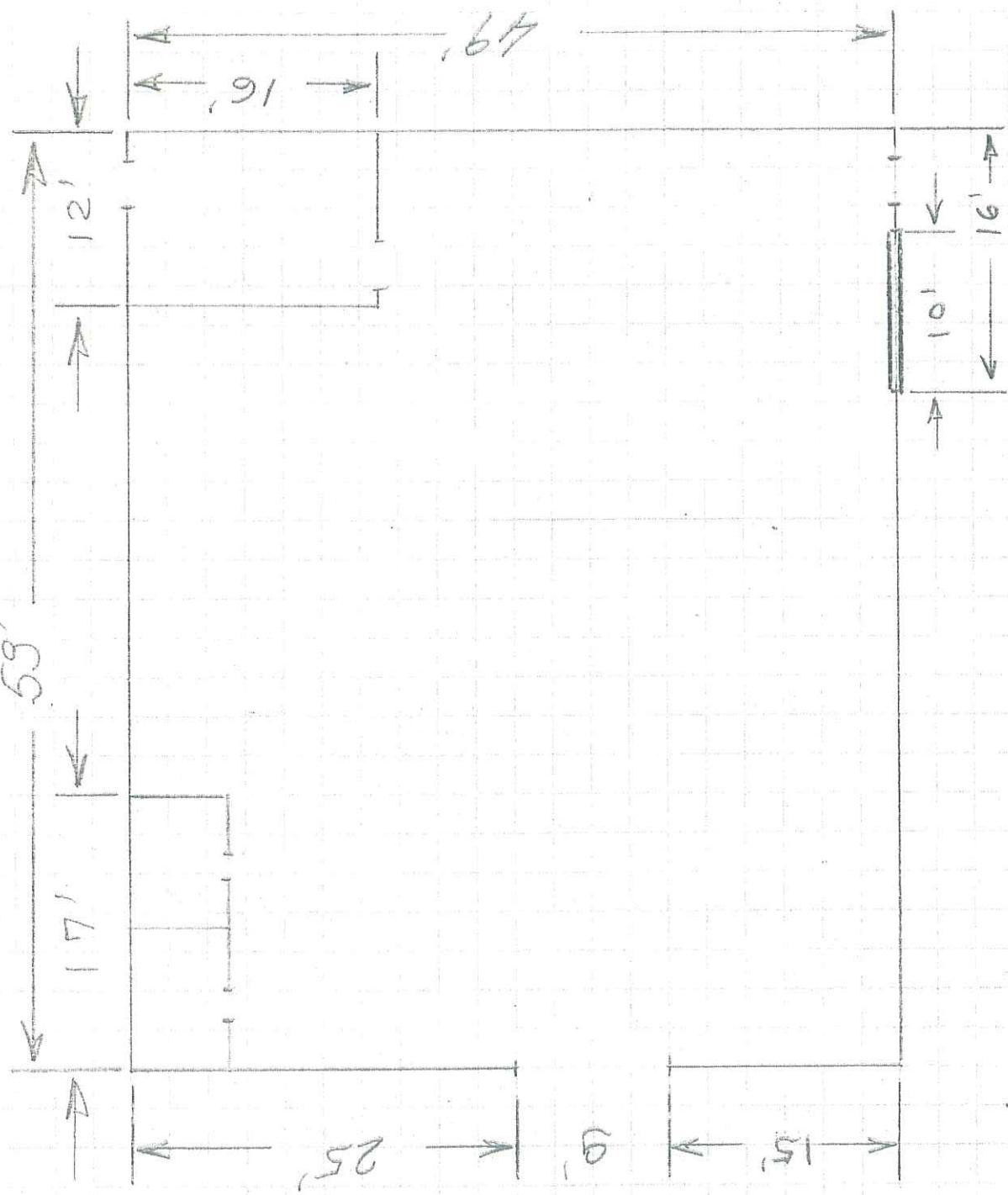
BAY 2

MANUFACTURING

N

84'

60'



BAY 3

Warehouse

## REAL ESTATE SALES CONTRACT

1. MICHAEL STIN OR HIS NOMINEE (Purchaser) agrees to purchase at a price of \$250,000.00 on the terms set forth herein, the following described real estate in COOK County, Illinois.

Commonly known as 1100 E. GREEN STREET, FRANKLIN PARK, ILLINOIS (notwithstanding mailing address property is located in the Village of Bensenville) and with approximately lot dimensions of 85' x 260' together with the Industrial Building and (a legal description may be attached by either Party) all existing improvements and fixtures, if any, including but not limited to plumbing and electrical fixtures, central heating and cooling equipment, fixed carpeting, and all planted vegetation located thereon.

2. LINDE TOOL AND ENGINEERING CO., AS BENEFICIARY OF CHICAGO TITLE AND TRUST UNDER TRUST NO. A7707718240 (Seller) agrees to sell the real estate and the property described above, if any, at the price and terms set forth herein, and to convey or cause to be conveyed to Purchaser or nominee title thereto by a recordable Warranty or Trustee's deed, with release of homestead rights, if any, and a proper bill of sale, subject only to: (a) covenants, conditions and restrictions of record; (b) private, public and utility easements roads and highways, if any; (c) building lines, laws and ordinances; (d) general taxes for the year 2011 and subsequent years including taxes which may accrue by reason of new or additional improvements during the year(s) 2012.
3. Purchaser has paid \$5,000.00 as earnest money to be applied on the purchase price, and agrees to pay or satisfy the balance of the purchase price, plus or minus prorations, at the time of closing as follows.

The Earnest Money at the discretion of the Purchaser shall be held in an interest bearing account and all costs associated with opening such an account shall be paid by the Purchaser. The interest shall be paid to Purchaser at the time of closing.

(a) The payment of \$245,000.00;

4. This Contract is subject to the condition that Purchaser be able to procure on or before July 15, 2012 a firm commitment for a loan to be secured by a mortgage or trust deed on the real estate in the amount of \$200,000.00, or such lesser sum as Purchaser accepts, with interest



not to exceed 6 1/2% per year to be amortized over 25 years, the commission and services charges for such loan not to exceed one percent (1%). If, after making every reasonable effort, Purchaser is unable to procure such commitment within the time specified herein and so notifies Seller thereof within that time, this Contract shall become null and void and all earnest money shall be returned to Purchaser such a commitment or notifies Purchaser that Seller will accept a purchase money mortgage upon the same terms, this Contract shall remain in full force and effect.

5. Seller, at his own expense, agrees to furnish Purchaser a current plat of survey of the above real estate made, and so certified by the surveyor or as having been made, in compliance with the Illinois Land Survey Standards.
6. The time of closing shall be JULY 31, 2012 or on the date, if any, to which such time is extended by reason of paragraphs 2 or 10 of the Conditions and Stipulations hereafter becoming operative (whichever date is later), unless subsequently mutually agreed otherwise, at the office of the Title Company.
7. Seller agrees to pay a broker's commission to Regional Realty Co., Inc. in the amount set forth set forth in the listing agreement or as otherwise agreed to between Seller and Realtor. Both parties warrant and represent no real estate brokers were involved in this transaction.
8. The earnest money shall be held by First American Title Insurance Company for the mutual benefit of the parties in a Joint Order Escrow.
9. Seller represents that Seller has received no notices from any City, Village or other Governmental Authority of Zoning, Building, fire or health code violations in respect to the real estate that have not been heretofore corrected except Seller's lack of having a sprinkler system and hard surface parking lot is currently legal non-conforming.
10. A duplicate original of this Contract, duly executed by the Seller shall be delivered to the Purchaser within 3 days from the date hereof, otherwise, at the Purchaser's option, this Contract shall become null and void and the earnest money shall be refunded to the Purchaser.

This Contract is subject to the Conditions and Stipulations set forth on the back page hereof, which Conditions and Stipulations are made a part of this Contract.

Dated 06-04, 2012

Purchaser Tom W 842 Bluebird  
Deerfield IL 60015

Seller Mark Wolff 328 E. Memorial St.  
Bensenville, IL 60106

### CONDITIONS AND STIPULATIONS

1. Seller shall deliver or cause to be delivered to Purchaser or Purchaser's agent, not less than 5 days prior to the time of closing, the plat of survey (if one is required to be delivered under the terms of this Contract) and a title commitment for an owner's title insurance policy issued by a Title Insurance Company licensed to do business in the State of Illinois in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to: (a) the general exceptions contained in the policy, (b) the title exceptions set forth above, and (c) title exceptions pertaining to liens or encumbrances of a definite and ascertainable amount which may be removed by the payment of money at the time of closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only the permitted exceptions as therein stated. Seller also shall furnish Purchaser an Affidavit of Title in customary form, covering the date of closing and showing title in Seller subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance in the manner specified in paragraph 2 below.
2. If the title commitment or plat of survey (if one is required to be delivered under the terms of this Contract) discloses either unpermitted exceptions or survey matters that render the title

unmarketable (herein referred to as survey defects), Seller shall have 30 days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or survey defects, and, in such event, the time of closing shall be 35 days after delivery of the commitment or the time expressly specified in paragraph E on the front page hereof, whichever is later. If Seller fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, Purchaser may terminate this Contract or may elect, upon notice to Seller within 10 days after the expiration of the 30-day period, to take title as it then is with the right to deduct from the purchase price fees or encumbrances of a definite or ascertainable amount. If Purchaser does not so elect, this Contract shall become null and void without further action of the parties.

3. Rents, premiums under assignable insurance policies, water and other utility charges, fuels, prepaid service contracts, accrued interest on mortgage indebtedness, if any, and other similar items shall be adjusted ratably as of the time of closing. Real estate taxes shall be prorated on the basis of the most recent ascertainable tax bills.

All prorations are final unless otherwise provided herein. Existing Leases and assignable insurance policies, if any, shall then be assigned to Purchaser. Seller shall pay the amount of any stamp tax imposed by State Law on the transfer of the title, and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and shall furnish any declaration signed by the Seller or the Seller's agent or meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Such tax required by local ordinance shall be paid by the party upon whom such ordinance places responsibility therefor. If such ordinance does not so place responsibility, the tax shall be paid by the (Purchaser).

4. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this Contract.
5. If this Contract is terminated without Purchaser's fault, the earnest money shall be returned to the Purchaser; but if the termination is caused by the Purchaser's fault, then at the option of the Seller and upon notice to the Purchaser, the earnest money shall be forfeited to the Seller.

and applied first to the payment of Seller's expenses and the balance, if any, to be retained by the Seller as liquidated damages.

6. At the election of Seller or Purchaser upon notice to the other party not less than 5 day prior to the time of closing, this sale shall be closed through an escrow with The Title and Trust Company, in accordance with the general provisions of the usual form of Deed and Money Escrow Agreement then in use by The Title and Trust Company, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this Contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be divided equally between Seller and Purchaser, except any escrow fee resulting from Purchaser's financing shall solely be the responsibility of the Seller.
7. Time is of the essence of this Contract.
8. All notices or other communications which may be required or made under the terms of this Contract shall be in writing and shall be made to the parties hereto at the addresses which appear after their names, or at such address or to such person as each may by written notice to the other designate, by personal delivery, certified or registered mail, or by facsimile transmission. In case of mailing, such notice shall be deemed to be given as of the date notice is placed in the United States mail, postage paid. If written notice of disapproval is given within the time period specified, this Contract shall be null and void and the earnest money shall be returned to Purchaser. Notice of disapproval may be given by either party hereto or by their respective attorneys. If written notice of disapproval is NOT given within the time period specified then said contingency shall be deemed waived and the Contract shall remain in full force and effect.
9. Seller represents that he is not a foreign person as defined in Section 1446 of the Internal Revenue Code and is therefore exempt from the withholding requirements of said Section. Seller will furnish Purchaser at closing the Exemption Certification set forth in said Section.
10. (A) Purchaser and Seller agree that the disclosure requirements of the Illinois Responsible Property Transfer Act do not apply to the transfer contemplated by this Contract.

11. Feasibility Period. Buyer shall have thirty (30) days from the date Seller executes this Contract to conduct and make such feasibility studies as Purchaser deems necessary, including but not limited to, engineering studies, soil analysis, core drilling, zoning studies, mechanical studies, sewer studies, environmental and ecological studies, economic studies, TIF analysis and conduct any and all physical inspections of the Premises and an investigation as to the status of title of the Premises ("Feasibility Period"). Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access during reasonable business hours to the Premises for the purpose of such inspections. Purchaser shall notify Seller no less than one (1) business day in advance of making any such inspections. Purchaser shall provide Seller with copies of all written investigations which Purchaser has performed at no cost to Seller.

Should Purchaser determine, in Purchaser's sole judgment, that the Premises are not suitable for Purchaser's intended use ("Intended Use") Purchaser, at any time prior to the expiration of the Feasibility Period, Purchaser may, at its option, terminate this Contract, by written notice to Seller, prior to the expiration of said period, whereupon this Contract shall become null and void and of no further force or effect and the parties hereto shall have no further obligation to one another, except that the earnest money and any accrued interest thereon, shall be promptly returned to Purchaser, or Purchaser may waive the provisions of this Paragraph and the Contract shall remain in full force and effect. Purchaser's failure to notify Seller on or before the expiration date of Purchaser's Feasibility Period, as defined herein, shall constitute a waiver of this Paragraph.

Purchaser shall indemnify and hold Seller harmless from and against any loss or damage to the Real Estate caused by the acts or negligence of Purchaser, or any persons performing such inspections for Purchaser. Purchaser further agrees to restore the Property back to the condition it was prior to Purchaser's inspections being conducted.

12. This Contract is contingent upon Buyer obtaining, within 60 days from the date of this Contract, written approval from the Village of Bensenville for a 6B Classification for Real Estate Taxes. Buyer agrees to file the appropriate application or petition with the Village of Bensenville within 7 days from the date of the Contract. In the event Buyer is unable to obtain the 6B Classification and gives written notice to Seller within the 60 day contingency period this Contract shall become null and void and all earnest money shall be returned to the Buyer. In the event Buyer fails to notify Seller on or before the expiration date of this contingency Buyer shall be deemed to have waived this contingency and this Contract shall remain in full

force and effect. Seller agrees to cooperate with the Buyer and execute any and all documents reasonably required, at no costs to Buyer, to obtain for Buyer the 6B Classification for Real Estate taxes.

13. Seller is requesting that Buyer represents to Seller that Buyer knows, has examined or will examine and has investigated or will investigate to its full satisfaction, the physical nature and conditions of the Real Estate, including all improvements, fixtures, and appurtenances attached thereto, and any personal property to be transferred to Buyer hereunder. Neither Seller nor any agent, attorney, employee or representative of Seller has made any representation whatsoever regarding the subject matter of this sale, including (without limiting the generality of the foregoing) representations as to the physical nature or condition of the soil, any buildings, or the personal property transferred to Purchaser hereunder, or the fitness of the Real Estate for Purchaser's uses. Purchaser agrees to take the Real Estate in a strict "As Is" condition as of the date hereof, reasonable wear and tear excepted. Buyer further acknowledges that except for those representations expressly set forth herein, it is not relying upon any representation or statement of Seller, or any of Seller's agents, with respect to the condition of the Real Estate or any portion thereof in executing this agreement or proceeding with this transaction. Buyer agrees to take the Real Estate in its strict "As Is", "Where Is" condition as of the date hereof, reasonable wear and tear excepted and to rely entirely upon its own inspection of the Real Estate and the informational documents provided to Buyer pursuant to the agreement. All of the provisions of this paragraph are subject nevertheless to any representations or other obligations of Seller expressly provided for in this agreement.

14. General Conditions:

- (a) All items of personal property shall be transferred to Purchaser by delivery, at closing, a customary Bill of Sale without warranty of merchantability or fitness for particular purpose. Seller also shall furnish to Purchaser an Affidavit of Title covering the time of closing, subject only to the title exceptions permitted by this Contract and shall sign customary ALTA forms;
- (b) Purchaser acknowledges for the benefit of Seller and for the benefit of third parties that Purchaser has had complete access to the Real Estate, its improvements and included personal property, as well as the public records related to the property, and is satisfied as to the physical and other conditions of the Real Estate, improvements and included personal property;

- (c) Seller shall remove all debris from the Real Estate and improvements by the date of possession. Purchaser shall have the right to inspect the Real Estate and improvements during the 48-hour period immediately prior to Closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this Contract, normal wear and tear excepted;
- (d) Captions are not intended to limit the terms contained after said caption and are not part of the Contract; and,
- (e) Seller and Purchaser agree to cooperate in any applicable 1031 Exchange, and shall execute all documents with respect thereto at their own expense.

15. Confirmation of Dual Agent. The parties confirm that they have previously consented to Jeffrey Holmes, (Licensee) acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals below.

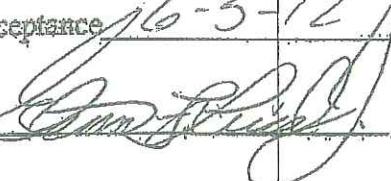
Date of Offer 06-04-12

Purchaser



Date of Acceptance 16-5-12

Seller



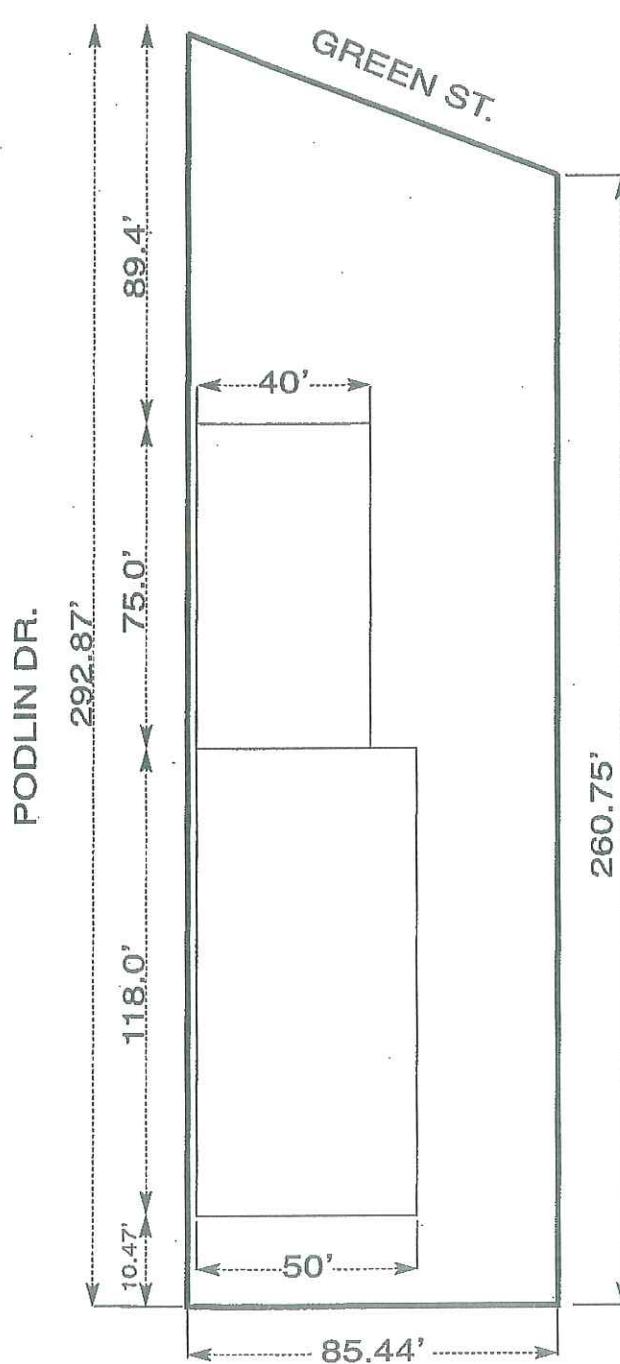
**REGIONAL REALTY  
COMPANY, INC.**  
REAL ESTATE CONSULTANTS

W

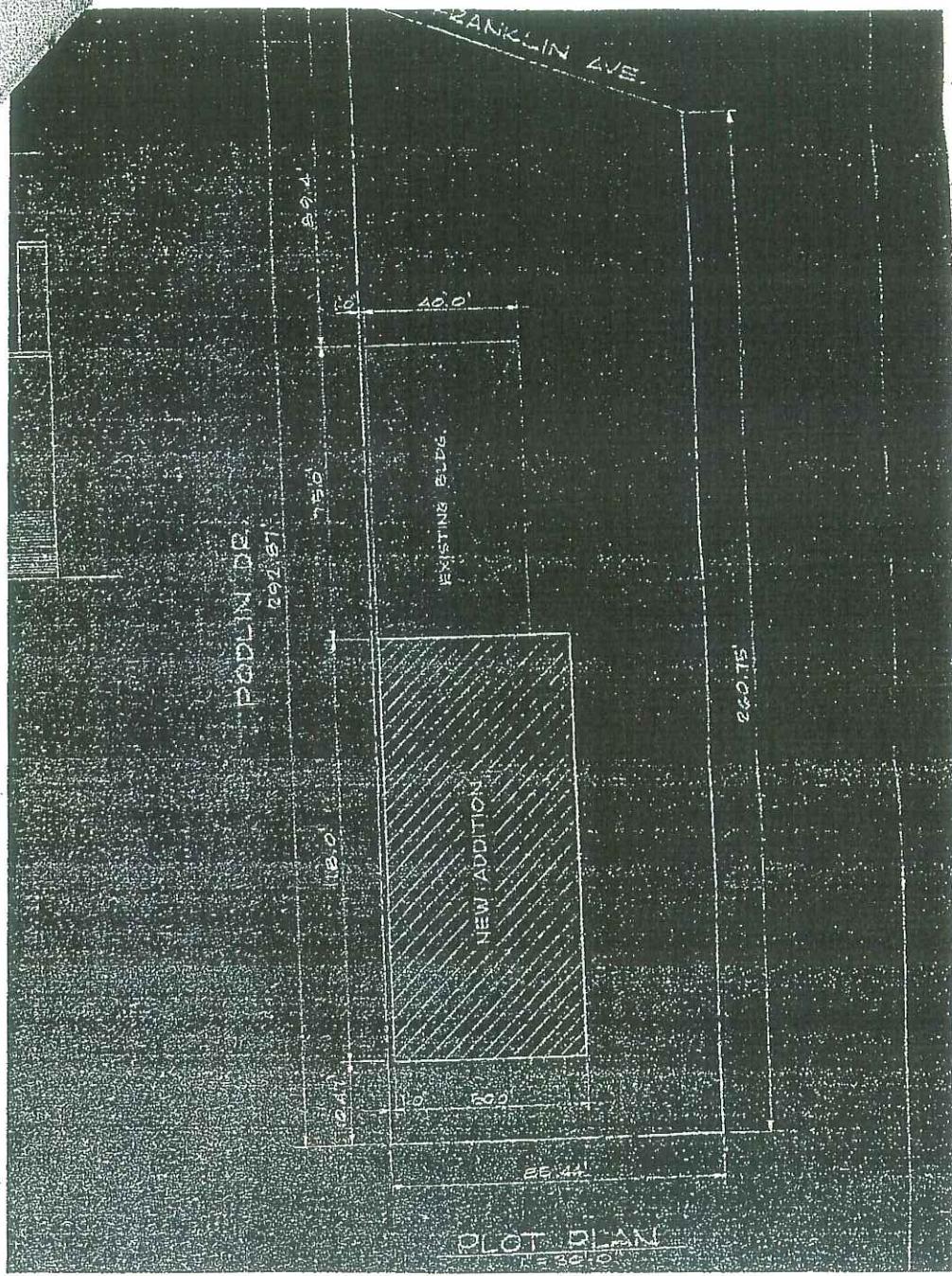
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524 W. NORTHWEST HIGHWAY  
ARLINGTON HEIGHTS, ILLINOIS 60004  
TEL: 847/818-8300 • FAX 847-818-8396

S



1100 E. Green



**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION SUPPORTING THE GRANTING OF A COOK COUNTY  
CLASS 6(b) REAL ESTATE TAX INCENTIVE FOR CERTAIN PROPERTY  
COMMONLY KNOWN AS 1100 E. GREEN STREET, BENSENVILLE,  
ILLINOIS**

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

**WHEREAS**, the County of Cook has enacted a real estate classification known as Class 6(b), the goal of which is to attract new industry, stimulate expansion and retention of existing industry, and increase employment opportunities in Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures, and the industrial reutilization of abandoned and vacant buildings located in Cook County; and

**WHEREAS**, Michael Stin (“Stin”) has applied, or will apply, to the Cook County Assessor for the granting of a Class 6(b) real estate tax incentive classification for the property (“Property”) commonly known as 1100 E. Green Street, Bensenville, Illinois; and

**WHEREAS**, one of the application requirements for a Class 6(b) real estate tax incentive classification is that the municipality in which the property is located must, by lawful resolution or ordinance, expressly state that the municipality supports and consents to the filing of a Class 6(b) application and that it finds a Class 6(b) classification necessary for the development or redevelopment of the subject property to occur; and

**WHEREAS**, the Property is improved with an industrial building that has been 100 percent vacant and unused since December 11, 2009; and

**WHEREAS**, contingent on being granted a Class 6(b) real estate tax incentive classification for the Property, Stin intends to purchase the Property and refurbish it for lease to a related corporation, M.B.S. Manufacturing, Inc. (“M.B.S.”), for its operations, which are currently located in Chicago, Illinois; and

**WHEREAS**, Stin advises that the refurbishing of the property as intended by Stin would create three (2) construction jobs within the Village during the renovation and that the relocation of M.B.S. to the Property would bring four (4) existing jobs into the Village and the creation of an additional four (4) more jobs; and

**WHEREAS**, further, Stin has been advised of the Property’s inclusion in a proposed special service area under the Village’s Strategic Plan and, in negotiation with the Village for the Village’s support and consent to the granting of a Class 6(b) real estate

tax incentive classification for the Property, has agreed to waive its right to object to the establishment of the proposed special service area; and

**WHEREAS**, given that the Property has been entirely vacant and unused for over two (2) years, President and the Village Board of Trustees hereby find and determine that the granting of a Class 6(b) real estate tax incentive classification for the Property is necessary for the development and redevelopment of the Property; and

**WHEREAS**, further, given that Stin's receipt of the Class 6(b) real estate tax incentive classification for the Property and the Property's consequent redevelopment will likely result in two (2) temporary and four (4) additional jobs in the Village, and, in consideration of Stin's agreement to waive its right to object to the establishment of the proposed special service area in the Village's Strategic Plan that would include the Property, the President and the Village Board of Trustees hereby also find and determine that the Village should support and consent to the granting of a Class 6(b) real estate tax incentive classification for the Property,

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

**SECTION 1.** The recitals set forth above are hereby incorporated herein by reference as if fully set forth and made part hereof.

**SECTION 2.** The President and Village Board of Trustees, for the reasons and for the consideration set forth in the foregoing recitals, hereby find and determine that the granting of a Class 6(b) real estate tax incentive classification for the Property is necessary for the development and redevelopment of the Property and expressly state and declare that the Village supports and consents to the filing by Stin of the application for a Class 6(b) real estate tax incentive classification for the Property and to the granting of such classification by the appropriate Cook County authorities.

**SECTION 3.** This Resolution shall be effective immediately upon its passage and approval, as provided for by law.

**SECTION 4.** The Village Clerk shall forward a certified copy of this Resolution to Mr. Michael Stin, 842 Bluebird, Deerfield, Illinois 60015.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this 24th day of July, 2012.

APPROVED:

---

Frank Soto, Village President

ATTEST:

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Susan Janowiak, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 07.18.12

**DESCRIPTION:** Pass the Ordinance approving a Conditional Use Permit to allow electroplating and variances to reduce the number of required parking spaces from 32 to 11 and to alter the parking Lot Configuration (design standards) for Benchmark Surfacetec Inc. at 471 Podlin Drive in an existing I - 4 General Industrial District.

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

**COMMITTEE ACTION:** This item has been moved directly to the CEDC Standing Committee agenda to facilitate the applicant's time constraints.

**DATE:** 07.24.12

**BACKGROUND:**

The property is located along the east side of Podlin Drive south of East Green Street in the Village's Eastern Business District. Benchmark Surfacetec Inc. is the contract purchaser and proposes to renovate the property and relocate their business to Bensenville from Addison. The relocation will allow Benchmark Surfacetec Inc. to expand its workforce from seven to fourteen employees. At the April 24<sup>th</sup> meeting the Village President and Board of Trustees approved Resolution #48-2012 supporting the Cook County Class 6b tax incentive application for this business and property.

**KEY ISSUES:**

To approve Conditional Use Permits for "Electroplating" the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed electroplating use satisfies these criteria.

To approve the Variances the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include ; Special Circumstances, Hardship or Practical Difficulty, Circumstances Relate to the Property, Not Resulting From Actions of the Applicant, Preserve the Rights Conferred by District, Necessary For Use of Property, Not Alter Local Character, Consistent with Title and Plan, and Minimum Variance Needed. Both variances relate to parking, the first as published is to reduce the number of parking spaces from 32 to 11 while the second (Lot Configuration) allows parallel parking along the south side of the building to increase the number of spaces but without the required driving aisle width and having cars back out of the lot. The revised plan included in the Board materials has 15 spaces, however only eleven meet the design standards so staff and the CDC only "counted" the eleven spaces. The staff believes the proposed variation requests meet the criteria as the site does not afford sufficient space to accommodate the necessary parking.

**ALTERNATIVES:**

1. Committee discretion.
2. Deny the Amended Conditional Use Permit and variance requests.
3. Remand the request back to the Community Development Commission.

**RECOMMENDATION:**

Staff respectfully recommends approval of the requested Conditional Use Permit for "Electroplating" and variances to reduce the number of required parking spaces (from 32 to 11) and to alter the parking lot configuration standards subject to the conditions:

1. The Conditional Use is for Benchmark Surfacetec Inc. and is not transferable without prior Village approval.
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared for Benchmark Surfacetec, Inc. submitted 04.11.12.
3. A landscape plan shall be submitted and approved as part of the sign/building permit.

At their July 9<sup>th</sup> Public Hearing the CDC unanimously (5-0) voted to recommend approval of the Conditional Use Permit and variances subject to the conditions suggested by staff.

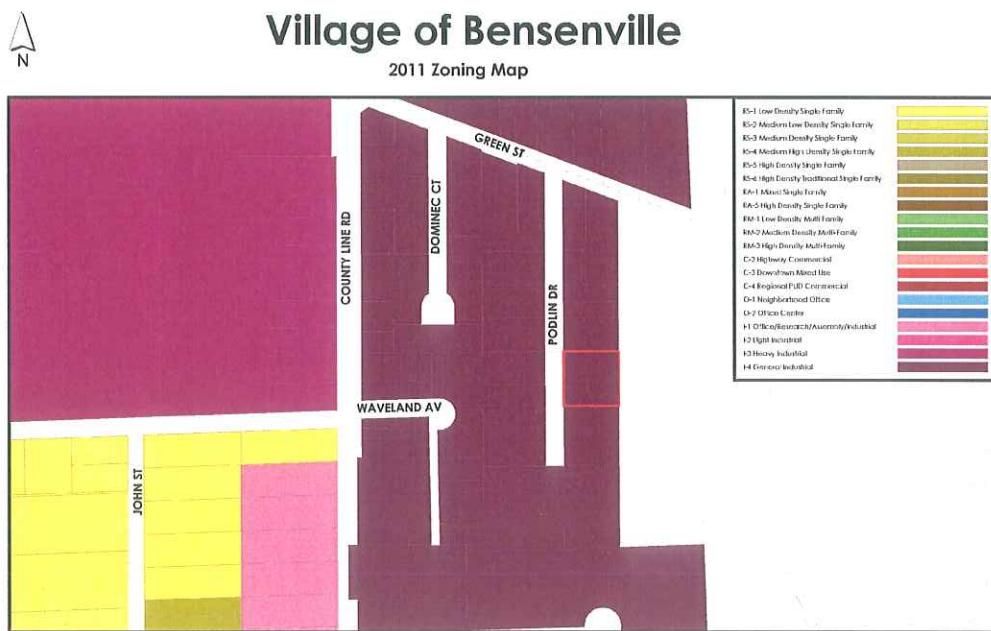
**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Adoption of the attached ordinance approving the Conditional Use Permit and Variances subject to the conditions as recommended by staff and the CDC.

CDC#2012 – 16 471 Podlin Drive

Benchmark SurfaceTec Inc. (Takao Nagai)

Conditional Use Permit; Electroplating



Community Development Commission Meeting Minutes

July 9, 2012

Page 1

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

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

July 9, 2012

**CALL TO ORDER:** The meeting was called to order by Chairman Moruzzi at 6:34 p.m.

**ROLL CALL :** Upon roll call the following Commissioners were present:

Moruzzi, James, Janowiak, Pisano, Weldon

Absent: Rowe, Ventura

A quorum was present.

**Public Hearing:** CDC Case Number 2012-16

**Petitioner:** Benchmark Surfacetec, Inc.

**Location:** 471 Podlin Drive

**Request:** 1) Conditional Use Permit to Allow Electroplating  
2) Variance to Reduce the Amount of Required Parking from 35 to 5  
3) Variance from Required Parking Lot Configuration

**Motion:** Commissioner Weldon made a motion to open CDC Case No. 2012-16. Commissioner Pisano seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:

Moruzzi, James, Janowiak, Pisano, Weldon

Absent: Rowe, Ventura,

A quorum was present.

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2012-16 at 7:01 p.m.

Director of Community & Economic Development, Scott Viger, stated a legal notice was published in the Daily Herald on June 23, 2012 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 June 21, 2012. Mr. Viger stated on June 22, 2012 Village Staff mailed first class notice of the public hearing to taxpayers of record within 250 feet of the property in question.

Luis Gonzalez of Benchmark Surfacetec, Inc., Takao Nagai of Benchmark Surfacetec, Inc., Donald C. Raths, Consultant, and

Lauren Laabs of Mostardi Platt were all present and sworn in by Chairman Moruzzi. Mr. Nagai stated Benchmark Surfacetec, Inc. has been in business and operating for fourteen years. Mr. Nagai stated the company is ready to expand and the location on 471 Podlin Drive is ideal for their operations. Mr. Nagai stated Benchmark Surfacetec, Inc. plans to apply for the 6B property tax assessment with Cook County. Mr. Laabs stated he has been working with Benchmark Surfacetec, Inc. for years and has not seen any issues with the company. Mr. Laabs stated that there are rarely any toxic chemicals and if there are, Benchmark Surfacetec, Inc. disposes of them properly. Mr. Laabs stated Benchmark Surfacetec, Inc. has normal plant trash and there will be no harm to the Villages water & sewage system. Mr. Nagai stated Benchmark Surfacetec, Inc. currently has seven employees and plans to double in size once they move to Bensenville.

Mr. Nagai stated a normal business day will have ten employees during the day and four at night. Mr. Nagai stated the current parking on site allows for seven spaces. Mr. Nagai presented a new design to the Commission that will allow fourteen parking spaces and one handicap parking space. Mr. Nagai's proposal allows for seven of the fifteen parking spaces to be for compact vehicles. Mr. Nagai also shared a proposal of a twelve foot, two inch drive-way width.

Commissioner Weldon asked for clarification of the waste chemicals. Mr. Gonzalez stated Benchmark Surfacetec, Inc. did not have any chemical wastes in 2011 and if they are to have some in 2012, they will dispose of properly.

Commissioner Weldon asked for clarification of the drive-way width requested.

Chairman Moruzzi asked if Benchmark Surfacetec, Inc. plans to expand in the future, and if so, how will they accommodate parking. Mr. Nagai stated the current business plan for Benchmark Surfacetec, Inc. does not see them expanding but if they do, additional property in the area may be an option.

Commissioner Pisano asked how cars that pull in from the South will be able to turn around. Mr. Nagai stated they will educate their employees of the situation and that the vehicle operator will have to back out rather than turn around.

Chairman Moruzzi asked if there was any member of the public that would like to give testimony. There was none.

Director of Community & Economic Development, Scott Viger, reviewed the Village Staff Report and stated Village Staff recommends approval. Mr. Viger stated the building has been vacant for three to four years and Benchmark Surfacetec, Inc. intentions are to remodel the building.

Commissioner Weldon asked for clarification of the tax incentive Benchmark Surfacetec, Inc. intends to apply for. Mr. Viger stated the Village has done this in a similar case and that the Village Board will assist the business in obtaining the incentive from Cook County.

Chairman Moruzzi asked if parking was allowed on Podlin. Mr. Viger stated, currently yes.

Motion:

Commissioner Weldon made a motion to close the Public Hearing for CDC Case Number 2012-16. Chairman Moruzzi seconded the motion.

Roll Call:

Ayes: Moruzzi, James, Janowiak, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing for CDC Case Number 2012-16 at 7:17 p.m.

Motion:

Commissioner Weldon made a motion to approve the finding of facts for the conditional use permits for CDC Case Number 2012-16 consisting of:

- 1) **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. Staff does not foresee any negative impacts on traffic flow associated with the approval of this Conditional Use.
  
- 2) **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. The electroplating process has the potential to be an environmental nuisance if improperly executed. Due to the extensive monitoring of metal

electroplating by 3rd party environmental agencies including Mostardi Platt Environmental of Oakbrook, Illinois and the professional removal of discharged chemicals, there will not be environmental nuisance.

- 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 location exists within a general industrial district establishing a harmonious fit.
- 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 there is sufficient market demand for the proposed service made evident by their expansion.
- 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.

Commissioner Janowiak seconded the motion.

Roll Call:

Ayes: Moruzzi, James, Janowiak, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the conditional use permit request for CDC Case No. 2012-16. Commissioner Janowiak seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the finding of facts for the variances for CDC Case Number 2012-16 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. The special parking circumstances are peculiar to the property and do not apply generally to other 1-4 vacant properties.
- 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 denial of the parking and parking lot configuration variances would result in unnecessary and undue hardship in successfully providing on-site employee parking for the property.
- 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 only relate to the property in that the location of the building cannot provide enough space to meet parking requirements.

- 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 special circumstances are not resultant of applicant action.
  
- 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 necessary for the applicant to enjoy substantial property right by providing on-site parking for the employees.
  
- 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. Without the requested variance, the business will be unable to function depriving the Applicant of reasonable use.
  
- 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. The parking variances will not alter the essential character of the industrial surroundings.
  
- 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. The

variances will be in harmony with the general purpose of this Title and general development 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 finds the minimum variances were requested.

Chairman Moruzzi seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the variances requested for CDC Case No. 2012-16. Commissioner Janowiak seconded the motion.

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

Nays: None

All were in favor. Motion carried.

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Mike Moruzzi, Chairman  
Community Development Commission

**COMMUNITY AND ECONOMIC DEVELOPMENT COMMISSION  
APPLICATION**

Date of Submission: April 9, 2012 CDC# 2012-16

Development Name: Benchmark Surfacetec, Inc.

1. Location: 471 Podlin Drive

2. Property Index Number(s) (PIN): 12-19-100-126-0000

**A. OWNER:** LaSalle 115 Holdings LLC-Series 1. / BMO Harris Bank, NA

Name	<u>770 N. Water Street</u>	Corporation (if applicable)	
Street	<u>Milwaukee</u>	<u>WI</u>	<u>53202</u>
City	<u>Daniel S. Reynolds</u>	<u>State</u>	<u>Zip Code</u>
		<u>312-228-2437</u>	<u>dan.reynolds2@am.j11.com</u>
Contact Person	Telephone Number & email address		

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

**B. APPLICANT:** Takao Nagai Benchmark Surfacetec, Inc.

Name	Corporation (if applicable)		
1300 National Ave.	Unit B		
Street	<u>Addison</u>	<u>IL</u>	<u>60101</u>
City	<u>Takao Nagai</u>	<u>State</u>	<u>Zip Code</u>
		<u>630-417-3314</u>	<u>tngusa@cs.com</u>
Contact Person	Telephone Number & email address		

Buyer of the property

Relationship of Applicant to subject property

**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 (10 initial copies)
- Approval Criteria (10 initial copies)
- Review Fee
- Escrow agreement and deposit
- Legal Description
- Plat of Survey (10 initial copies)
- Site Plan (10 initial copies)
- Building Plans & Elevations (10 initial copies)
- Landscape Plan (10 initial copies)

Digital Submission of all application materials (CD)  
Brief Description of Request(s): \_\_\_\_\_

**D. DEVELOPER'S STAFF:**

**ARCHITECT**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**ENGINEER:**

Name: Donald C. Raths

Telephone: 630-964-5312

Email: dcraths@rrj.com

**ATTORNEY**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**LANDSCAPE ARCHITECT**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**DEVELOPER**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**OTHER**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**E. PROJECT DATA:**

1. General description of the site: 27,000 sq.ft of existing industrial building

2. Acreage of the site: 0.94 acres

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:	I - 4	Industrial	
North:	I - 4	Industrial	
East:	I - 4	Industrial	
South:	I - 4	Industrial	
West:	I - 4	Industrial	

**F. APPROVAL CRITERIA:**

Benchmark Surfacetec, Inc. (the corporate name was recently changed from Benchmark Mold Service Holdings, Inc.) primarily polishes plastic injection mold surfaces. Sometimes, the metal surface must be hardened by chrome electroplating. The company also does nickel electroplating for mechanical parts used in the medical, aerospace, food, and other high-tech, precision industries. The company is currently located in Addison, Illinois. After occupying a 5,000 square-foot rental facility for the past ten years, it has become necessary to expand and move to a larger facility in Bensenville.

Benchmark Surfacetec, Inc. is requesting a Conditional Use Permit (**10-3-4:C Approval Criteria for Conditional Uses**) because of the electroplating process that the company performs.

The electroplating process requires the use of chromic acid and other chemicals regulated by the EPA. Proper handling and disposal of those chemicals, and the environmental effects of fumes, etc. are closely monitored by environmental agencies. The entire system is self-contained and no chemicals are discharged, but are removed into chemical containers and professionally hauled away from the building site.

As a result of the requirements by the Village of Addison, State of Illinois, and also a Federal Agency, our activities have been closely monitored; therefore, Benchmark has maintained and continues to maintain a clean record . We utilize the services of Mostardi Platt Environmental of Oak Brook, Illinois, who monitors and coordinates the compliance with all required regulations and agencies. A copy of the results of a most recent inspection by the Village of Addison is attached. Benchmark is also certified for ISO-9001. Mr. John Miller is a staff member responsible for all environmental, safety, and quality control matters .

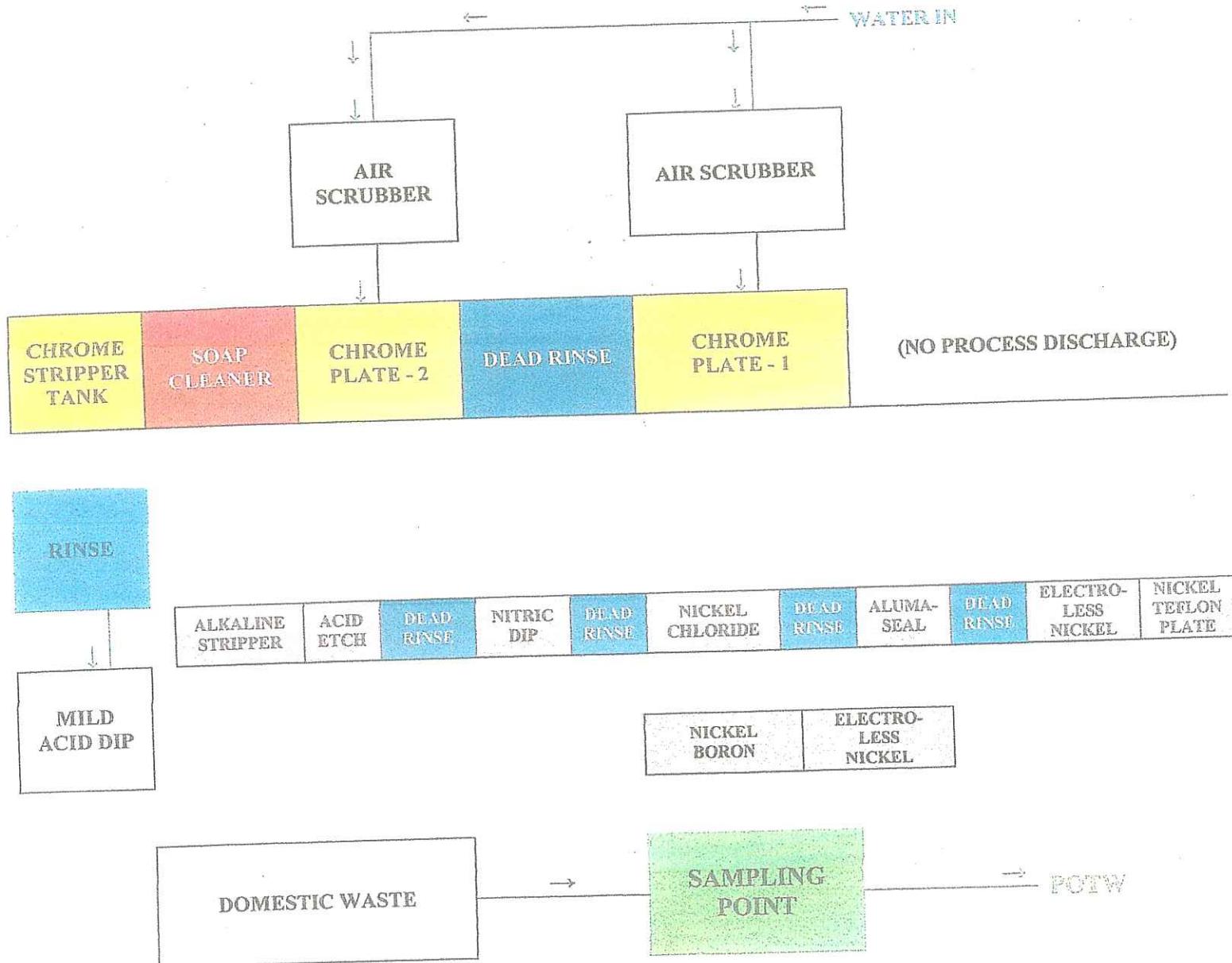
As shown on the preliminary floor plan attached, three sets of chrome processing tanks will be installed at the middle bay and closer to the east end. The larger tank is 8 feet by 12 feet by 6 feet deep and holds about 3,600 Gallons of Chromic Acid. The smaller tanks are 3ft-4 in by 3 ft, and another 3 ft-4 in by 5 ft, holding 215 gallons and 355 gallons of chromic acid. Two sets of nickel electroplating tank lines will be situated in a room located at the southeast corner. Chemicals used for nickel plating are regulated at a lesser degree.

All self-contained tanks will be positioned within concrete walls for liquid containment. Air scrubber systems will be engineered and installed as required.

BENCHMARK MOLD  
1300 NATIONAL AVENUE – UNIT B  
IPT030086

PROCESS FLOW DIAGRAM

(Particularly processes which may be subject to Federal Categorical Pretreatment Standards.)





**Public Works DEPARTMENT  
ENVIRONMENTAL SERVICES Division**

**BENCHMARK MOLD SERVICE  
IPT080101  
PRETREATMENT COMPLIANCE INSPECTION/RESULTS**

February 14, 2012

BENCHMARK MOLD SERVICE  
1300 National Avenue – Unit B  
Addison, Illinois 60101

ATTN: Luis Gonzalez, Plating Manager

Dear Mr. Gonzalez:

In follow-up to the February 13, 2012 Annual Pretreatment Compliance Inspection performed at your facility, Addison submits the following comments/recommendations.

- A.) The Accidental Spill & Slug Prevention Plan was reviewed during the inspection. No changes required.
- B.) No hauling in 2011. Possible hauling of waste in 2012. Reminded to send manifest's to Village.
- C.) If owner or contact person changes, please notify the Village. The discharge permit is not transferable to a new owner.

If you should have any questions, feel free to contact me at the number listed below.

Sincerely,

VILLAGE OF ADDISON

*Beth Fiorino*

Beth Fiorino  
Lab Tech I

CC: File/Inspection Results



# Village of Addison

## Public Works Department

### PRETREATMENT COMPLIANCE INSPECTION (PCI) CHECKLIST

Representative(s) of Industry:

Luis Gonzalez

Javier Chavez

Date: 2/3/12

Time In: 9:00 AM out: 10:20 AM

Inspector(s): T. Sprandel

B Fionno

1. Industry Name:

Benchmark Mold Service

IPT-080101

Permit I.D. Number / Plant:

1300 W national Ave Unit B

2. Site Address:

same

3. Correspondence Address:

Luiz Gonzalez lrg\_benchmark@gmail.com

President / Plant Manager

4. Contact Name:

Javier Chavez Jr. jcbenchmark@gmail.com

Title:

630 543-7121

Alternate Contact:

lrg\_benchmark@gmail.com

Telephone Number:

VILLAGE OF ADDISON - POTW

E-Mail Address:

2008

5. Control Authority Name:

1/ 5 2/ 2 3/ \_\_\_\_\_ Total: 7

6. Year the Industry was established on site:

(SIC) 3471

7. Number of Employees per shift:

Hard chrome → Nickel plating

8. Applicable Industrial Codes: (SIC, or NAICS)

40 CFR 433.17(a)

Type of Business:

9. Categorical Process (40CFR):

Zero Process Discharge

1. Chrome & Nickel rinses - reused or evaporated.

2. Domestic wastes.

PRETREATMENT COMPLIANCE INSPECTION (PCD) CHECKLIST

10. Combined waste formula used: Yes  No  N/A

11. Sampling location(s): A) As described in IPT Discharge Permit X Village of Addison  
B) Other: Describe \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Pretreatment Facilities: N/A  
\_\_\_\_\_  
\_\_\_\_\_

13. Operations & Maintenance: N/A  
\_\_\_\_\_  
\_\_\_\_\_

14. Calibration (meters, probes): N/A  
\_\_\_\_\_  
\_\_\_\_\_

15. Certified Operator Employed: no treatment on site Yes  No  N/A

16. B.M.R. submitted: Date: 2008 Yes  No  N/A

17. I. U. (Industrial User) on compliance schedule: Yes  No  N/A

18. Final Compliance Report submitted: Yes  No  N/A

19. Periodic Compliance Report submitted: Yes  No  N/A

**PRETREATMENT COMPLIANCE INSPECTION (PCI) CHECKLIST**

20. Slug load/Accidental spill discharge notified to Control Authority: Yes  No  N/A

21. Self-monitoring performed and reports submitted to Control Authority as required by Control document: Yes  No  N/A

22. I. U. reporting of violations within 24 hrs. of becoming aware: Yes  No  N/A

23. I. U. re-sampling within 30 days of non-compliance: Yes  No  N/A

24. T. T. O. Monitoring or Toxic Organic Management Plan submitted: Yes  No  N/A   
Cyanide/Mercury Certification submitted: Yes  No  N/A

25. Sampling and Analysis done by: I.U.  NO Frequency  N/A  
Control Authority  Yes Frequency  quarterly  
Commercial Lab  -  N/A  
Name & Address

**zero discharge facility**

26. Sampling and Analysis Procedures in Conformance with 40 CFR 136.3: Yes  No  N/A

27. Sampling date, time exact location, method and the name of person taking the samples(s) recorded: Yes  No  N/A

28. Analysis date(s), time, individual performing analysis and analytical techniques/methods used/recorded: Yes  No  N/A

29. Chain of custody Procedures employed: Yes  No  N/A

30. Q.C./Q.A. programs implemented: Yes  No  N/A

31. Required reports signed by an executive officer or authorized representative of the I.U. as per 40CFR403: Yes  No  N/A

32. Required reports retained for a minimum of three years: Yes  No  N/A

33. Hazardous waste notification: Yes  No  N/A

34. I.U. presently under an informal/formal (circle) enforcement action by Control Authority: Yes  No  N/A

## PRETREATMENT COMPLIANCE INSPECTION (PCI) CHECKLIST

35. Any other Environmental Control Permits held by I.U. yes  
Air: 04300 SAMY Exp: open  
NPDES: N/A Exp: N/A

36. Description of Air Pollution Control equipment that may generate a waste stream, pollutants which are likely to be found in the waste stream and the discharge or disposal method and location:  
Wet scrubbers are manually operated about once a month as indicated by gauge, rinse goes into process tank.

37. How are waste residuals (solids or liquid) handled stored and/or disposed:  
mixed  
chrome and nickel rinses reused or evaporated  
hauled

38. Hazardous/special waste information: 90 Day Waste Report Submitted: \_\_\_\_\_  
US Generator # \_\_\_\_\_ IL # \_\_\_\_\_

<u>HAZ. WASTE CODE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>TRANSPORTER #</u>	<u>FACILITY #</u>
1. _____	<u>No Hauling in 2011</u>	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____

39. Proximity of chemical storage to floor drains and whether floor drains discharge to storm or sanitary sewer:  
NO Storage near drains

40. Spill control practices: Containment area around process lines. Two tanks outside of area but no drain is accessible.

41. I.U. has a written and readily available Accidental Spill Plan (ASPP) and Slug Control Plan: Yes  No \_\_\_\_\_ N/A \_\_\_\_\_

42. Employee education program been developed and implemented for all employees responsible for implementing the ASPP. Yes  No \_\_\_\_\_ N/A \_\_\_\_\_

43. I.U. has current permit and updated DMR's: Yes  No \_\_\_\_\_ N/A \_\_\_\_\_

## PRETREATMENT COMPLIANCE INSPECTION (PCI) CHECKLIST

44. Recent/Proposed Changes: possible move to new location  
Reminded that new application must be submitted  
90 days before start up at a new location

45. Analytical Data/Records:

	<u>DATE/PERIOD</u>	<u>INFORMATION</u>	<u>PARAMETERS</u>	<u>EXCURSIONS</u>
(FILE 1)	<u>1st Quarter</u>	<u>OK</u>	<u>OK</u>	<u>OK</u>
(FILE 2)	<u>2nd Quarter</u>	<u>OK</u>	<u>OK</u>	<u>OK</u>
(FILE 3)	<u>3rd Quarter</u>	<u>OK</u>	<u>OK</u>	<u>OK</u>

46. Number of parameter violations in past 12 mos.: 0  
Number of samples taken in past 12 mos. (both industry and POTW): 4 attempts - no sample

47. SNC for any 6 month period ending:

	<u>March 31 2011</u>	<u>June 30 2011</u>	<u>Sept 30 2011</u>	<u>Dec 31 2011</u>
Effluent	<u>none</u>	<u>none</u>	<u>none</u>	<u>none</u>
Reporting	<u>none</u>	<u>none</u>	<u>none</u>	<u>none</u>

48. I.U. to be reported to general public and Illinois EPA, according to 40CFR403.8(F)(2)(vii) Yes        No        N/A   X  

49. Mass Production Rate N/A Units        Flow rate N/A gpd        gpm       

Current water/sewer meter reading N/A

50. Deficiencies/Recommendations (Compliance with waste water discharge limitations, reporting requirements, self-monitoring requirements, etc.):

150 certified # 4860 8/19/11 - 8/18/14

The ASPP Spill plan reviewed - no changes required

No Hauling in 2011. Possible hauling of waste in 2012.

Reminded to send manifest to Village.

IF owner or contact person changes, please notify the Village.

Completed By: By Joanne

Office

Telephone: 630 279-2140



1300 National Avenue  
Unit B  
Addison, IL 60101  
630.543.7121

**471 Podlin Drive  
CDC Case #2012-16**  
**Approval Criteria for Conditional Use and Parking Variance**

**APPROVAL CRITERIA FOR CONDITIONAL USE**

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.

*We do not anticipate negative impacts on traffic associated with establishing our operation at 471 Podlin Drive. We believe that traffic types and volumes would be consistent with I-4 zoning district traffic patterns, and similar in nature to traffic patterns of the building's previous occupant*

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.

*As part of our work, we utilize chrome and nickel plating processes which are closely regulated by local, state, and federal jurisdictions. We have an established record of operation in compliance with all regulations. We anticipate that the design of the environmental control systems of the new facility at 471 Podlin Drive will result in 'zero discharge' classification related to quantity of pollutants to air and water, as is the case with the environmental control systems at our existing facility in Addison. All discharge is removed to containers and transported off-site by regulated professional haulers.*

## APPROVAL CRITERIA FOR CONDITIONAL USE

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.

*We believe that the proposed use is harmonious with the existing industrial nature of the surrounding area. We do not anticipate adverse effects on environmental quality, property values, or neighborhood character. We will undertake a comprehensive renovation and building improvement project prior to relocation and establishing operations, which we believe will substantially improve the character of the building and site.*

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.

*Based on the self-contained nature of our industrial processes and methods, we do not anticipate any disproportionate use or demand of public services and 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.

*Based on our market research and expanding demand for our services, we anticipate sufficient regional market demand to justify expansion of our operation to a larger facility. We also believe that establishing operations at 471 Podlin Drive contributes to general welfare of the surrounding industrial area since this building has been un-occupied and un-improved for a long period.*

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.

*We view the proposed expansion of our operation to be in the best interests of our business and our employees. We intend to maintain seven existing employees, and add seven additional employees in the first year of operation.*

## APPROVAL CRITERIA FOR VARIANCE

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.

*Space available for parking at the existing site is severely constrained. This condition appears to be peculiar for a building of this size and occupancy in an I-4 district.*

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.

*Based on the ordinance requirement for parking quantity, we believe that compliance would necessitate modifications to the size of the building or construction of new underground parking, both of which would present practical difficulties and hardships related to substantial construction costs and reduction of usable building area which is necessary to our operations.*

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.

*We interpret the special circumstances and potential hardship to be directly related to the lack of physical space available for parking at the site.*

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.

*Special circumstances and potential hardship are related to existing site conditions and do not relate our actions as applicant for the requested variance.*

## APPROVAL CRITERIA FOR VARIANCE

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.

*Grant of the requested variance is required in order for us to provide necessary parking for employees without hardship and practical difficulties. We do not interpret approval of the variance as conferring special privilege.*

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.

*We believe that grant of the requested variance is necessary in order to accommodate the quantity of employees necessary to facilitate our operations, which we interpret to be 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.

*Since the requested variance relates only to on-site parking, we believe grant of the variance will not alter the character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.*

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.

*We believe that grant of the requested variance is consistent with the general purpose and intent of ordinance parking requirements and general development plan since it would allow feasible use and operation of the building.*

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.

*We believe that the requested variance represents minimum requirements to allow parking quantity necessary for feasible use and operation of the building.*



## COMMUNITY DEVELOPMENT COMMISSION

### STAFF REPORT

**HEARING DATE:**

July 9, 2012

**CASE #:**

2012-16

**PROPERTY:**

471 Podlin Drive

**PROPERTY OWNER:**

LaSalle 115 Holdings LLC

**APPLICANT:**

Benchmark Surfacetec, Takao Nagai

**BUILDING SIZE:**

26,760 SF

**SITE ACREAGE:**

40,946.4 SF (0.94 Acres)

**PIN NUMBERS:**

12 - 19 - 100 - 126

**REQUEST:**

1. Conditional Use Permit (CUP) to allow metal electroplating, Municipal Code 10 - 9D - 3
2. Variance from the number of required parking spaces from 32 to 5, Municipal Code 10 - 11 - 11
3. Variance to allow parking lot configuration, Municipal Code Section 10 - 11 - 8 - 2b

### SURROUNDING LAND USE:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
<b>Site</b>	I - 4	Industrial	Industrial	Village of Bensenville
<b>North</b>	I - 4	Industrial	Industrial	Village of Bensenville
<b>South</b>	I - 4	Industrial	Industrial	Village of Bensenville
<b>East</b>	I - 2	General Industry	N/A	Village of Franklin Park
<b>West</b>	I - 4	Industrial	Industrial	Village of Bensenville

## **SUMMARY:**

The property in question has been vacant since July 29, 2009 and is zoned I – 4 General Industrial. The Applicant, Benchmark Surfacetec, Inc. is seeking relocation from Addison to the subject property in order to expand their business. In addition to relocating, the Applicant proposes substantial refurbishment to the building.

Benchmark Surfacetec primarily polishes plastic injection mold surfaces which frequently require electroplating to harden the metal surface. Due to the nature of the electroplating process, a Conditional Use Permit is required in the I-4 District. Their move is contingent on both the approval of the Conditional Use Permit and the receipt of a Class 6b Incentive. The Variances requested pertain to the limited number of designated parking spaces. Being as the subject property proposes warehousing, manufacturing and office uses, 35 spaces would be required by code. The Variance to allow parking lot configuration provides the applicant flexibility in increasing the number of parking spaces from 5.

## **PUBLIC NOTICE:**

1. A Legal Notice was published in the Daily Herald on Saturday June 23, 2012. 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 Thursday June 21, 2012.
3. On Friday June 22, 2012 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.

## **DEPARTMENT COMMENTS:**

*SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

Finance:

1. Account is up to date.

Police:

1. No Police issues.

Engineering:

1. I have no issue with the Conditional Use.
2. Based on the description of the proposed work (electroplating), the applicant will likely be required to participate in the Village's Pretreatment Program.
3. The Village will require a site meeting with the applicant and the Village's Pretreatment consultant to determine the level of participation.

Public Works: See Engineering comments above.

Community & Economic Development:

*Economic Development*

1. This application is an example of the renewed interest in our Eastern Business Park.
2. The applicant has been in the electroplating business for over 10 years and proposes to relocate all of their seven existing employees and to add seven additional employees in the first year of operation here in Bensenville.
3. The building has been vacant for a number of years.
4. The applicant has applied for a Cook County Class 6(b) property tax incentive.
5. On April 24, 2012 the Village Board passed Resolution R48 – 2012 in support of the Class 6(b) request.
6. If the Cook County Class 6(b) designation is granted the property would be assessed at 10% of market value for the first ten years, 15% in the 11<sup>th</sup> year and 20% in the 12<sup>th</sup> year. In the absence of the Class 6(b) incentive the property would be assessed at 25% of its market value.

*Inspectional Services*

1. Need a permit for new fire alarm system.
2. Need commodity versus density study and permit for sprinkler system.
3. Need a third party hazardous material study.
4. Need explosion venting calculations.

5. With the amount of hazardous chemicals being used in their operations, and talking with Plating Manager Luis Gonzalez, I feel we need to review these studies before allowing them to relocate to the Village from Addison.
6. I see no reason not to have them in our town, we just need to have studies completed before I feel comfortable recommending their operation in our Village.

*Building*

1. Provide detailed sign information and areas for sign permit.
2. Full building review to be completed upon building permit submittal. Electrical, Mechanical, Plumbing etc.
3. Provide detailed info on the fire alarm and sprinkler system.
4. Provide a commodity versus density study for the sprinkler system.
5. Architect to verify required rating on wall between office and warehouse/processing area.
6. Work with Public Works for Pretreatment issues.

*Community Development*

1. The site is located on the east side of Podlin Avenue in the Eastern Business Park.
2. The approximately 40,866 square foot site is improved with a 26,760 square foot industrial building.
3. Electroplating requires a Conditional Use Permit in the I – 4 General Industrial District.
4. The property is surrounded by other industrial sites and uses.
5. The applicant's electroplating activities have been closely monitored by the Village of Addison, State of Illinois and a Federal Agency. Additionally, the services of Mostardi Platt Environmental of Oak Brook, Illinois are utilized by the applicant to ensure compliance with required regulations and agencies.
6. The proposed system is self-contained and no chemicals are discharged, but are removed into chemical containers and professionally hauled away from the building site.
7. Parking is at a premium as there are 5 actual spaces on site. Staff believes 2 more spaces could be added along the western façade just south of the northernmost O.H. door.
8. The plat of survey depicts 3 more parking spaces along the southern façade; however, these "spaces" do not meet parking lot configuration requirements of the 13 foot parking aisle width. (See Image below.)



3 highlighted “spaces” along the southern portion of property with inadequate parking aisle width.

9. The Code required parking is approximately 32 spaces. Based on the site plan provided the following calculations have been made for use and parking:
  - i. 17,694 sqft warehouse = 9 spaces
  - ii. 6,377 sqft manufacturing = 10 spaces
  - iii. 2,688 sqft office = 13 spaces
10. The applicant's proposal to improve both the interior and exterior of the property is welcomed.
11. Staff recommends the west portion of the building be landscaped in accordance with Village code.

The review and recommendation of the Conditional Use Permit and Variances should be determined by the “Approval Criteria” found in the Village's Zoning Ordinance.

#### **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.

Staff does not foresee any negative impacts on traffic flow associated with the approval of this Conditional Use.

**2. Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

The electroplating process has the potential to be an environmental nuisance if improperly executed. Due to the extensive monitoring of metal electroplating by 3<sup>rd</sup> party environmental agencies including Mostardi Platt Environmental of Oakbrook, Illinois and the professional removal of discharged chemicals, there will not be environmental nuisance.

**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 location exists within a general industrial district establishing a harmonious fit.

**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 there is sufficient market demand for the proposed service made evident by their expansion.

**6. Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

At CDC's discretion to include and discuss other factors.

## **APPROVAL CRITERIA FOR VARIANCES:**

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

**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.

The special parking circumstances are peculiar to the property and do not apply generally to other I-4 vacant properties.

**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 denial of the parking and parking lot configuration variances would result in unnecessary and undue hardship in successfully providing on-site employee parking for the property.

**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 only relate to the property in that the location of the building cannot provide enough space to meet parking requirements.

**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 special circumstances are not resultant of applicant action.

**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 necessary for the applicant to enjoy substantial property right by providing on-site parking for the employees.

**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.

Without the requested variance, the business will be unable to function depriving the Applicant of reasonable use.

**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.

The parking variances will not alter the essential character of the industrial surroundings.

**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.

The variances will be in harmony with the general purpose of this Title and general development 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.

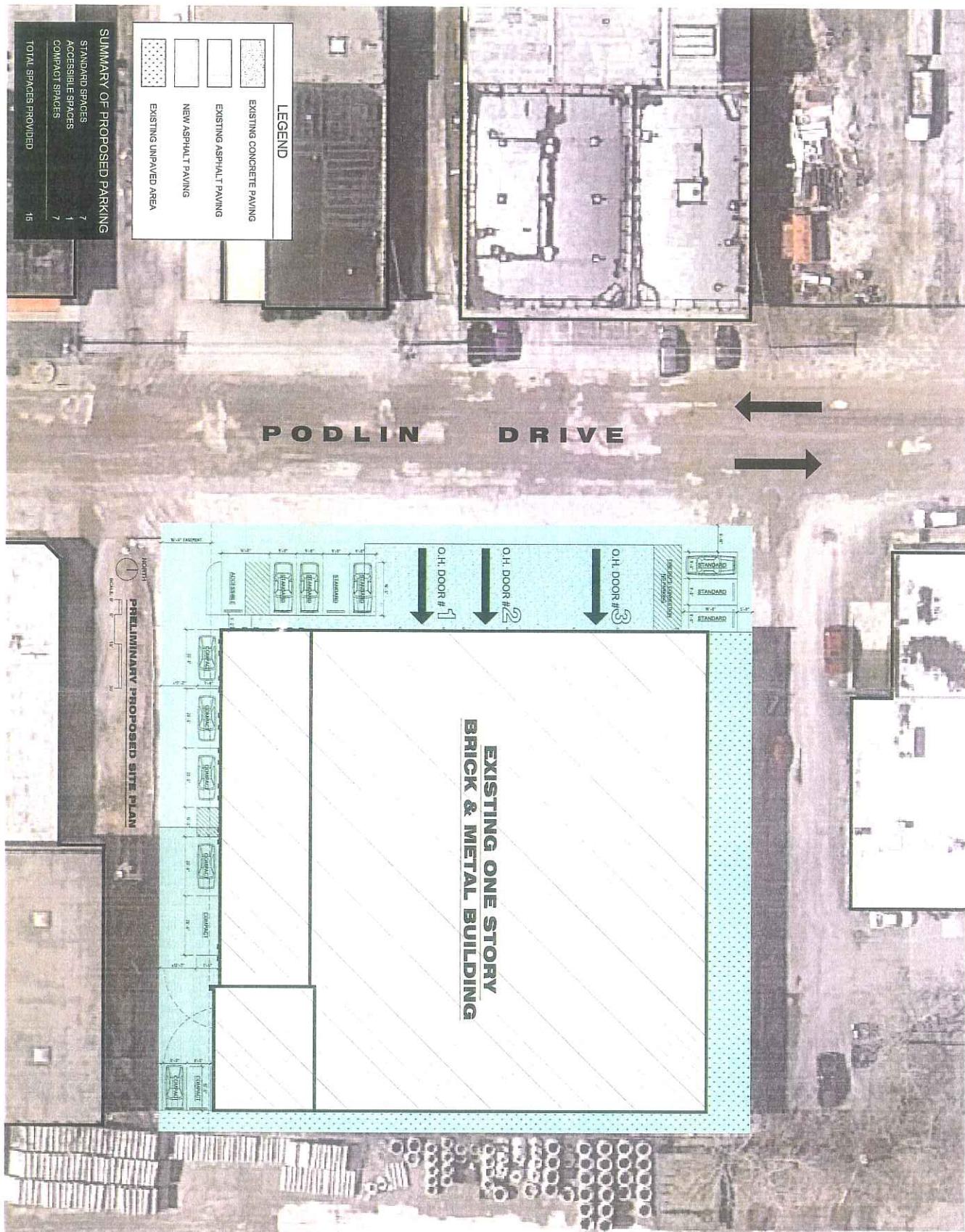
Staff finds the minimum variances were requested.

## **RECOMMENDATIONS:**

Staff recommends the approval of the above Findings of Fact and the Conditional Use Permit and Variances subject to the following conditions:

1. The Conditional Use Permit be granted solely to Benchmark Surfacetec, Inc. 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 property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared for Benchmark Surfacetec, Inc. submitted 04.11.12.
3. A landscape plan shall be submitted and approved as part of the sign/building permit.

Respectfully Submitted,  
Department of Community  
& Economic Development



## Preliminary Proposed Site Plan

Pre-Purchase Analysis  
471 Podlin Drive  
Bensenville, Illinois

# BENCHMARK SURFACETEC

# BENCHMARK

S U R F A C E T E C

Mold Surfacing Technologies

Pre-Purchase Analysis

471 Podlin Drive  
Bensenville, Illinois

## Preliminary Proposed Signage and Exterior Improvements

Façade View Looking Northeast



Brick Tuckpoint & Repair

New Exterior Van Doors

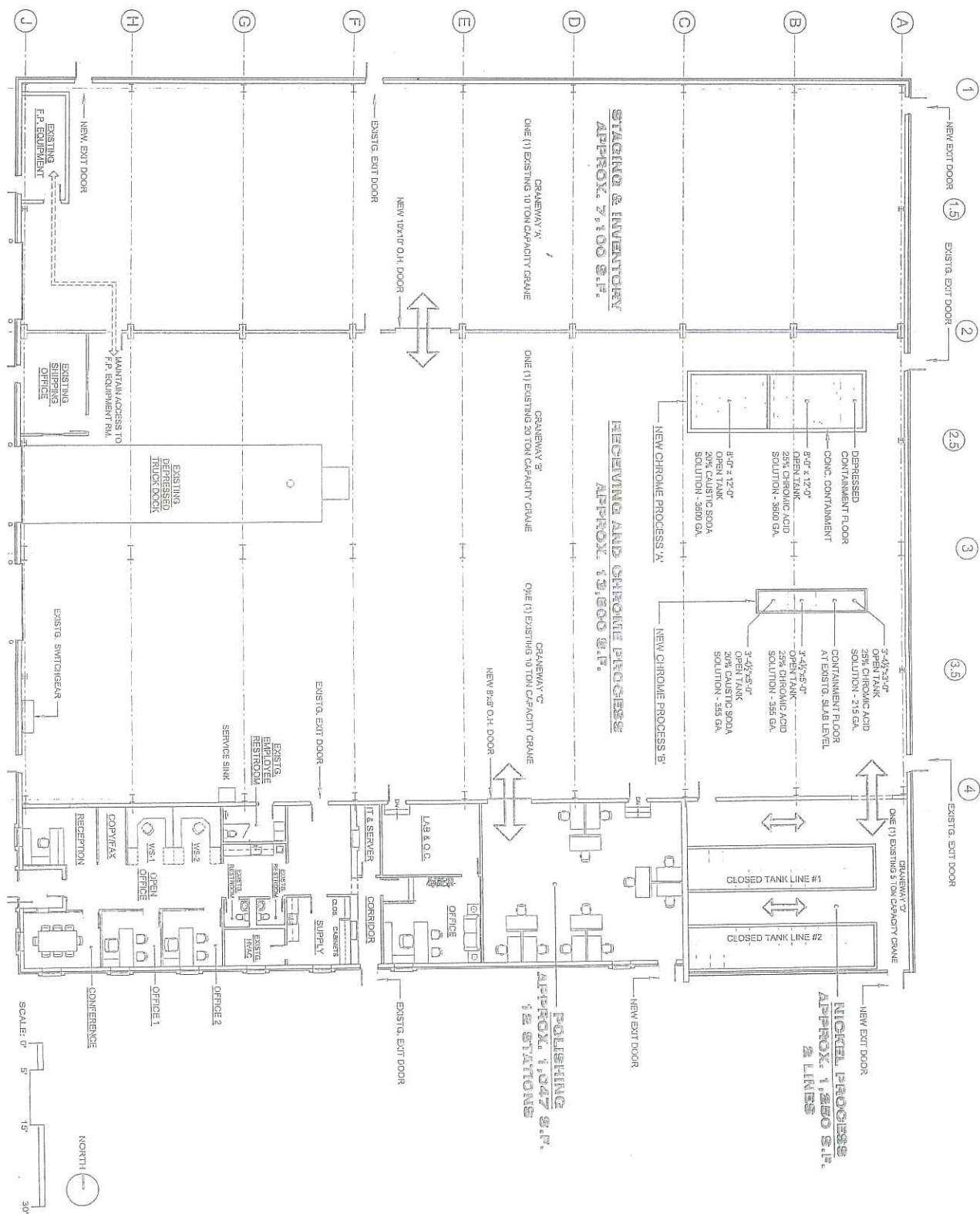
Painting of Existing OH Doors

Painting of Existing Metal Siding

New Wall Signage

Painting of Existing Bollards and Exterior Service Conduits







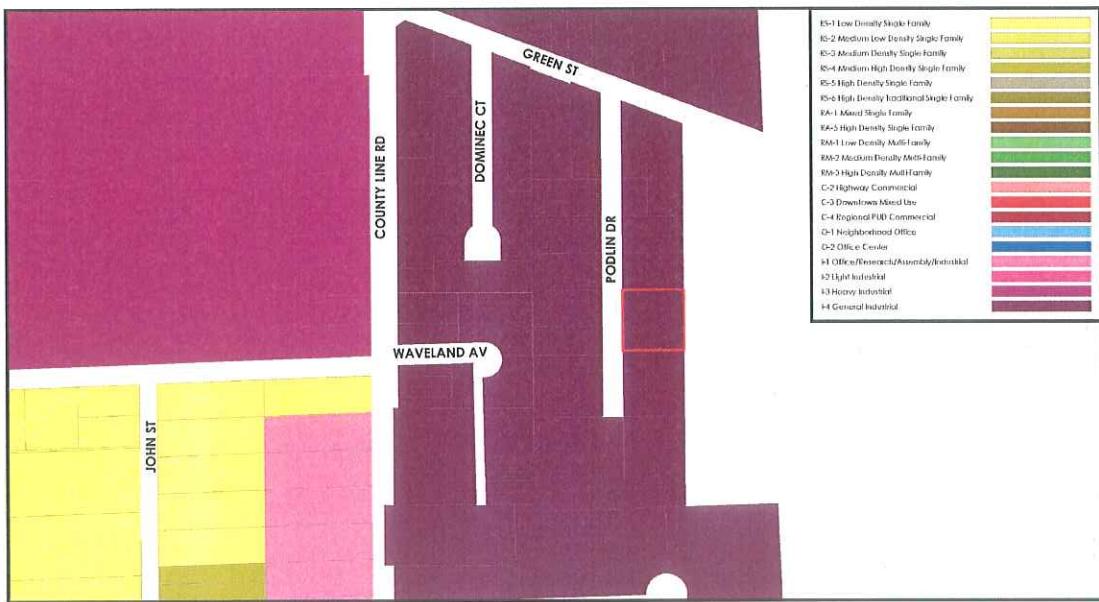
## Village of Bensenville

471 S Podlin Dr



## Village of Bensenville

2011 Zoning Map



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE GRANT  
OF A CONDITIONAL USE PERMIT AND ASSOCIATED VARIANCES  
TO ALLOW METAL ELECTROPLATING AT  
471 PODLIN DRIVE, BENSENVILLE, ILLINOIS**

**WHEREAS**, LaSalle 115 Holdings LLC – Series 1./BMO Harris Bank, NA (“Owner”) and Takao Nagai (“Applicant”), filed an application seeking (1) a conditional use permit to allow the Applicant to conduct metal electroplating in the I-4 Heavy Industrial District pursuant to Section 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) and (2) variances from Section 10-11-11 and 10-11-8-2b to allow, respectively, a variance from the required number of parking spaces, and to the parking lot configuration, all at property commonly known as 471 Podlin Drive, 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 and variances sought by the Owner and Applicant was published in a newspaper of general circulation in the Village of Bensenville 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 9, 2012 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 – 0 to approve the application for conditional use permit to allow the conduct of Metal Electroplating at the Subject Property, as well as the variances to the parking lot requirements, 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 July 24, 2012; and

**WHEREAS**, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit and variances 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 the Applicant to conduct Metal Electroplating by Benchmark Surfacetec, Inc. 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 shall only be applicable during the tenancy of Benchmark Surfacetec, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of 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 the transfer of the conditional use permit to the new tenant or owner, without amendment, or if the CDC deems that the new proprietor contemplates a change which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new permit, with the requisite public hearing before the CDC; (2) the property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared for Benchmark Surfacetec, Inc. submitted 04.11.12; and (3) A landscape plan shall be submitted and approved as part of the sign/building process.

**SECTION THREE:** That the application for variances as determined by staff to (1) allow a reduction in the required number of parking spaces from 32 spaces to 11 required under Section 10-11-11, and (2) to allow a parking lot configuration varied from that required under Section 10-11-8-2b is hereby granted subject to the conditions set forth in Section Two.

**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 24th day of July, 2012.

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Village Clerk

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**Ordinance # \_\_\_\_\_**  
**Exhibit "A"**  
**Legal Description**

**PARCEL 1:**

THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF FRANKLIN AVENUE AND A POINT 797.46 FEET (MEASURED AT RIGHT ANGLES) EAST OF THE WEST LINE OF SAID SECTION; THENCE SOUTH ON A LINE 797.46 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION, A DISTANCE OF 658.87 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH ON SAID SECTION, A DISTANCE OF 198.92 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 205.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR INGRESS AND EGRESS APPURTEnant TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE GRANT EASEMENT DATED JUNE 11, 1955 AND RECORDED JUNE 16, 1955 AS DOCUMENT 16271421, OVER, ALONG, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND: THAT PART OF NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, DESCRIBED AS FOLLOWS:

COMMENCING AT POINT OF INTERSECTION OF CENTERLINE OF FRANKLIN AVENUE, WITH A LINE 731.46 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SECTION (SAID 731.46 FEET BEING MEASURED AT RIGHT ANGLES TO SAID WEST LINE); THENCE SOUTH PARALLEL WITH SAID WEST LINE OF SAID SECTION, A DISTANCE OF 1402.00 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 66.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID NORTHWEST FRACTIONAL 1/4 SECTION, A DISTANCE OF 1377.05 FEET TO THE CENTERLINE OF FRANKLIN AVENUE; THENCE NORTHWESTERNLY ALONG THE CENTERLINE OF FRANKLIN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The common address is 471 Podlin Drive.

Ordinance # \_\_\_\_\_

Exhibit "B"

**Findings of Fact for 471 Podlin Drive**

Approved finding of facts for the conditional use permits for CDC Case Number 2012-16 consisting of:

- 1) **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized. Staff does not foresee any negative impacts on traffic flow associated with the approval of this Conditional Use.
- 2) **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district. The electroplating process has the potential to be an environmental nuisance if improperly executed. Due to the extensive monitoring of metal electroplating by 3rd party environmental agencies including Mostardi Platt Environmental of Oakbrook, Illinois and the professional removal of discharged chemicals, there will not be environmental nuisance.
- 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 location exists within a general industrial district establishing a harmonious fit.
- 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 there is sufficient market demand for the proposed service made evident by their expansion.

- 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.

Approved finding of facts for the variances for CDC Case Number 2012-16 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. The special parking circumstances are peculiar to the property and do not apply generally to other 1-4 vacant properties.
- 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 denial of the parking and parking lot configuration variances would result in unnecessary and undue hardship in successfully providing on-site employee parking for the property.
- 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 only relate to the property in that the location of the building cannot provide enough space to meet parking requirements.
- 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 special circumstances are not resultant of applicant action.

- 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 necessary for the applicant to enjoy substantial property right by providing on-site parking for the employees.
- 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. Without the requested variance, the business will be unable to function depriving the Applicant of reasonable use.
- 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. The parking variances will not alter the essential character of the industrial surroundings.
- 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. The variances will be in harmony with the general purpose of this Title and general development 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 finds the minimum variances were requested.

**TYPE:** Ordinance

**SUBMITTED BY:** Dan Di Santo

**DATE:** July 18, 2012

**DESCRIPTION:** Pass the Ordinance submitting the public question on the November 6, 2012 ballot whether the Village of Bensenville should have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** N/A – Manager's Report

**DATE:** N/A

**BACKGROUND:**

In 2009, Governor Quinn signed Public Act 96-176 allowing municipal electric aggregation, which gave municipalities the ability to negotiate for electric supply on behalf of residents and small businesses within their jurisdiction. A summary of the law, list of frequently asked questions, and list of communities that have passed a resolution for an aggregation program are attached (for reference, our average rate is 7.7 cents/kWh).

In the 2011 Citizen Survey, Bensenville residents overwhelmingly (78%) supported the Village pursuing a referendum question for municipal electric aggregation, which could realize up to 30% savings on the energy supply portion of electric bills. At the June 26, 2012 meeting, the Village Board considered electric aggregation and directed staff to draft this Ordinance placing the public question on the ballot.

**KEY ISSUES:**

The following two options are available to municipalities in pursuit of electricity aggregation:

- Opt-Out Aggregation:** This option requires approval of a ballot referendum to authorize the Village to purchase power for residents and small businesses under a single contract. Under this scenario the Village would select an energy supplier using a competitive bidding process and then affected customers would have a period of time to “opt-out” of participating in the negotiated rate. This option provides the highest potential savings for electric customers. For inclusion the November 6 ballot, the Ordinance needs to be passed by August 20, 2012.
- Opt-In Aggregation:** This option does not require a referendum, but follows the same process of the Village negotiating an electric supply rate on behalf of eligible customers. However, residents and small businesses must “opt-in” to receive the savings, and therefore the participation rate is much lower resulting in not as low rates as the “opt-out” option above.

**ALTERNATIVES:**

- Discretion of the Board

**RECOMMENDATION:**

Staff recommends pursuing the opt-out referendum option. This option was overwhelmingly supported in the Citizen Survey and provides the highest potential savings for our customers. In addition, as municipalities continue to opt-out of their ComEd energy supply, especially if Chicago passes the referendum in November, the remaining ComEd customers will be charged for the rates lost by ComEd. If Bensenville voters pass the referendum, the Village will follow the process below:

- The Village shall hold two public hearings on the Plan of Operation and Governance (Dec-Feb)
- The Village shall adopt a Plan of Operation and Governance (Dec-Feb)
- The Village solicits bids for electricity (Feb/March)
- The Village selects the winning bid for electricity (March/April)
- Customers are informed that they have the right to opt-out of the program (March/April)

**BUDGET IMPACT:**

Potential savings on current electric rates.

**ACTION REQUIRED:**

Pass the Ordinance submitting the public question on the November 6, 2012 ballot.

To: Dan DiSanto  
From: Sara Smith  
Re: Municipal Aggregation: Legal Authority and Statutory Requirements  
Date: 7/13/2012

**The authority for Bensenville to aggregate is in IL ST CH 20 § 3855/1-92(a), which provides:**

(a) The corporate authorities of a municipality or county board of a county may adopt an ordinance under which it may aggregate in accordance with this Section residential and small commercial retail electrical loads located, respectively, within the municipality or the unincorporated areas of the county and, for that purpose, may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

IL ST CH 20 § 3855/1-92(a)

**It goes on to provide further requirements, submission of a referendum question, if Bensenville seeks to operate an opt-out program:**

If the corporate authorities or the county board seek to operate the aggregation program as an opt-out program for residential and small commercial retail customers, then prior to the adoption of an ordinance with respect to aggregation of residential and small commercial retail electric loads, the corporate authorities of a municipality or the county board of a county **shall submit a referendum to its residents** to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers.

IL ST CH 20 § 3855/1-92(a)

**The ways in which a municipality must submit the question to the electors is provided as follows:**

In addition to the notice and conduct requirements of the general election law, notice of the referendum shall state briefly the purpose of the referendum. The question of whether the corporate authorities or the county board shall adopt an opt-out aggregation program for residential and small commercial retail customers **shall be submitted to the electors of the municipality or county board at a regular election** and approved by a majority of the electors voting on the question. The corporate authorities or county board must certify to the proper election authority, which must submit the question at an election in accordance with the Election Code.

The election authority must submit the question in substantially the following form:

Shall the (municipality or county in which the question is being voted upon) have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?

The election authority must record the votes as “Yes” or “No”.

If a majority of the electors voting on the question vote in the affirmative, then the corporate authorities or county board may implement an opt-out aggregation program for residential and small commercial retail customers.

IL ST CH 20 § 3855/1-92(a)

**The statute provides what happens if the referendum fails for an opt-out program:**

A referendum must pass in each particular municipality or county that is engaged in the aggregation program. If the referendum fails, then the corporate authorities or county board shall operate the aggregation program as an opt-in program for residential and small commercial retail customers.

IL ST CH 20 § 3855/1-92(a)

**There are also specific requirements for within the ordinance itself as well as limitations on aggregation:**

An ordinance under this Section shall specify whether the aggregation will occur only with the prior consent of each person owning, occupying, controlling, or using an electric load center proposed to be aggregated. Nothing in this Section, however, authorizes the aggregation of electric loads that are served or authorized to be served by an electric cooperative as defined by and pursuant to the Electric Supplier Act or loads served by a municipality that owns and operates its own electric distribution system. No aggregation shall take effect unless approved by a majority of the members of the corporate authority or county board voting upon the ordinance.

A governmental aggregator under this Section is not a public utility or an alternative retail electric supplier.

IL ST CH 20 § 3855/1-92(a)

**Upon the passing of the referendum, there are a number of hearing and notice requirements:**

(b) Upon the applicable requisite authority under this Section, the corporate authorities or the county board, with assistance from the Illinois Power Agency, shall develop a plan of operation and governance for the aggregation program so authorized. Before adopting a plan under this Section, the corporate authorities or county board shall hold **at least 2 public hearings** on the plan. Before the first hearing, the corporate authorities or county board shall **publish notice of the hearings once a week for 2 consecutive weeks** in a newspaper of general circulation in the jurisdiction. The notice shall summarize the plan and state the date, time, and location of each hearing.

IL ST CH 20 § 3855/1-92(b)

**The requirements for the aggregation plan are provided as follows:**

Any load aggregation plan established pursuant to this Section shall:

- (1) provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers;
- (2) describe demand management and energy efficiency services to be provided to each class of customers; and
- (3) meet any requirements established by law concerning aggregated service offered pursuant to this Section.

IL ST CH 20 § 3855/1-92(b)(1)(2)(3)

**The bid process is provided as follows:**

(c) The process for soliciting bids for electricity and other related services and awarding proposed agreements for the purchase of electricity and other related services shall be conducted in the following order:

- (1) The corporate authorities or county board may solicit bids for electricity and other related services.
- (2) Notwithstanding Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, an electric utility that provides residential and small commercial retail electric service in the aggregate area must, upon request of the corporate authorities or the county board in the aggregate area, submit to the requesting party, in an electronic format, those account numbers, names, and addresses of residential and small commercial retail customers in the aggregate area that are reflected in the electric utility's records at the time of the request. Any corporate authority or county board receiving customer information from an electric utility shall be subject to the limitations on the disclosure of the information described in Section 16-122 of the Public Utilities Act and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, and an electric utility shall not be

held liable for any claims arising out of the provision of information pursuant to this item (2).

IL ST CH 20 § 3855/1-92(c)(1)(2)

**Additional opt-in program requirements are provided as follows:**

(d) If the corporate authorities or county board operate under an opt-in program for residential and small commercial retail customers, then the corporate authorities or county board shall comply with all of the following:

- (1) **Within 60 days** after receiving the bids, the corporate authorities or county board shall allow residential and small commercial retail customers to commit to the terms and conditions of a bid that has been selected by the corporate authorities or county board.
- (2) If (A) the corporate authorities or county board award proposed agreements for the purchase of electricity and other related services and (B) an agreement is reached between the corporate authorities or county board for those services, then customers committed to the terms and conditions according to item (1) of this subsection (d) shall be committed to the agreement.

IL ST CH 20 § 3855/1-92(d)(1)(2)

**Additional opt-out program requirements, such as informing the residents of the procedure to opt out, are as follows:**

(e) If the corporate authorities or county board operate as an opt-out program for residential and small commercial retail customers, then it shall be the duty of the aggregated entity to fully inform residential and small commercial retail customers in advance that they have the right to opt out of the aggregation program. The disclosure shall prominently state all charges to be made and shall include full disclosure of the cost to obtain service pursuant to Section 16-103 of the Public Utilities Act, how to access it, and the fact that it is available to them without penalty, if they are currently receiving service under that Section. The Illinois Power Agency shall furnish, without charge, to any citizen a list of all supply options available to them in a format that allows comparison of prices and products.

The Illinois Power Agency shall provide assistance to municipalities, counties, or associations working with municipalities to help complete the plan and bidding process.

This Section does not prohibit municipalities or counties from entering into an intergovernmental agreement to aggregate residential and small commercial retail electric loads.

IL ST CH 20 § 3855/1-92(e)

**There are strict time requirements for adoption by the board which IL ST CH 10 § 5/28-2 provides as:**

(c) Resolutions or ordinances of governing boards of political subdivisions which initiate the submission of public questions pursuant to law must be adopted **not less than 79 days** before a regularly scheduled election to be eligible for submission on the ballot at such election.

IL ST CH 10 § 5/28-2(c)

**Furthermore, there are additional requirements for submission of the question at election, which are provided below.**

(d) A petition, resolution or ordinance initiating the submission of a public question may specify a regular election at which the question is to be submitted, and **must so specify if the statute authorizing the public question requires submission at a particular election.**

IL ST CH 10 § 5/28-2(d)

(Regarding the requirement immediately above, note that 20 ILCS 3855/1-92(a) provides that, “The question of whether the corporate authorities or the county board shall adopt an opt-out aggregation program for residential and small commercial retail customers shall be submitted to the electors of the municipality or county board **at a regular election...**” This may trigger an additional requirement for Bensenville to specify submission at the regular election in accordance with the statute. However, I find the language to be ambiguous in that submission at a “regular election” is a specification, but is not in and of itself a requirement for submission at a “particular election,” but rather a type of election. To play it safe, I would suggest specifying the election if it presents no problems under the additional requirement below that limits submission at the particular election specified when it is so specified. However, this does not seem to present any problems since it is my understanding that Bensenville plans to submit the question at the November 5<sup>th</sup> regular election.)

**It further provides time restrictions to submit the question after adoption by the board:**

However, no petition, resolution or ordinance initiating the submission of a public question, other than a legislative resolution initiating an amendment to the Constitution, may specify such submission at an election **more than one year, or 15 months** in the case of a back door referendum as defined in subsection (f), after the date on which it is filed or **adopted**, as the case may be.

IL ST CH 10 § 5/28-2(d)

I assume that since within this section the requirement for petitions is filing, and the requirement for a resolution or ordinance is by adoption, the limitation in the previous section that applies is the date of adoption. This is simply my own statutory interpretation.

**If Bensenville specifies a particular election, it is limited to that election in that:**

A petition, resolution or ordinance initiating a public question which specifies a particular election at which the question is to be submitted shall be so limited, and shall not be valid as to any other election, other than an emergency referendum ordered pursuant to Section 2A-1.4.

IL ST CH 10 § 5/28-2(d)

As mentioned earlier, the statute authorizing aggregation specifies that the aggregation question must be submitted at a regular election, thus possibly requiring Bensenville to specify the election, thereby potentially limiting submission of the question in accordance with the provision above.

**If Bensenville does not specify a particular election, the requirement mirrors that of the general time requirement above, but does not seem to apply given the statutory requirement for specification:**

(e)...If a resolution or ordinance initiating a public question does not specify a regularly scheduled election, the public question shall be submitted to referendum at the next regular election occurring **not less than 79 days** after the adoption of the resolution or ordinance.

IL ST CH 10 § 5/28-2(e)

**Finally, upon adoption of the resolution by the board, there are filing time requirements which IL ST CH 10 § 5/28-5 provides:**

**Not less than 68 days** before a regularly scheduled election, each local election official shall certify the public questions to be submitted to the voters of or within his political subdivision at that election which have been initiated by petitions filed in his office or by action of the governing board of his political subdivision.

Local election officials and circuit court clerks shall make their certifications, as required by this Section, to each election authority having jurisdiction over any of the territory of the respective political subdivision in which the public question is to be submitted to referendum.

**Not less than 68 days** before the next regular election, the county clerk shall certify the public questions to be submitted to the voters of the entire county at

that election, which have been initiated by petitions filed in his office or by action of the county board, to the board of election commissioners, if any, in his county.

IL ST CH 10 § 5/28-5

**The applicable requirements for certification are as follows:**

The certifications shall include the form of the public question to be placed on the ballot, the date on which the public question was initiated by either the filing of a petition or the adoption of a resolution or ordinance by a governing body, as the case may be, and a certified copy of any court order or political subdivision resolution or ordinance requiring the submission of the public question.

IL ST CH 10 § 5/28-5

**Key Dates and Time Requirements:**

**MONDAY, AUGUST 20, 2012:** Last day for local governing boards to adopt a resolution or ordinance to allow binding public questions to appear on the ballot. 10 ILCS 5/28-2(c); *Election and Campaign Finance Calendar*, P. 33 IL State Board of Elections (2012).

**THURSDAY, AUGUST 30, 2012:** Last day for the circuit court clerk and the local election official to certify any binding public question or advisory referenda to the election authority having jurisdiction over the political subdivision. 10 ILCS 5/28-5; *Election and Campaign Finance Calendar*, P. 35 IL State Board of Elections (2012).

**THURSDAY, AUGUST 30, 2012:** Last day for the county clerk to certify to the board of election commissioners any referenda to be submitted to the voters in its jurisdiction. 10 ILCS 5/28-5; *Election and Campaign Finance Calendar*, P. 36 IL State Board of Elections (2012)

No petition, resolution or ordinance initiating the submission of a public question, other than a legislative resolution initiating an amendment to the Constitution, may specify such submission at an election **more than one year**, or 15 months in the case of a back door referendum as defined in subsection (f), after the date on which it is filed or adopted, as the case may be.

Before adopting a plan under this Section, the corporate authorities or county board shall hold **at least 2 public hearings** on the plan. Before the first hearing, the corporate authorities or county board shall **publish notice of the hearings once a week for 2 consecutive weeks** in a newspaper of general circulation in the jurisdiction.

# Municipal Electric Aggregation FAQ's

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## **Q: Why is this opportunity available?**

A: On August 10, 2009, Governor Quinn signed into law Public Act 096-0176, amending the original Illinois electric deregulation legislation. This is the last part of the Deregulation Process, until this Act was amended, only larger customers such as industrial, commercial, and governmental entities could participate. Three fourths of this commercial load is currently purchased from sources other than ComEd. The new law allows municipalities to transfer their residents' and small business owners' electric accounts to alternative electric suppliers.

## **Q: What is deregulation?**

A: On December 16, 1997, the State of Illinois implemented a plan to deregulate Commonwealth Edison ("Com-Ed"). Under this plan, Com-Ed no longer generates electricity for its customers but continues to provide power generated by others through its distribution system. Deregulation means that power can be purchased through any of the 23 Illinois Commerce Commission approved power suppliers.

## **Q: What is Electric Aggregation?**

A: Electric Aggregation is a program that allows local governments to bundle - or aggregate - residential and small commercial retail electric accounts and seek bids for a cheaper source of power. Currently, ComEd customers receive electricity at a price set each year by the Illinois Power Agency, a governmental body that secures electricity on the wholesale market on behalf of ComEd. By bundling residential and small commercial accounts, municipalities can go out into the open market to seek a lower rate for electric power. Since 1999, large industrial and commercial customers have used this option to reduce electricity costs.

## **Q: How does the program work?**

A: Under state law, the municipality must place a referendum on the ballot to ask voters to give the municipal government the authority to aggregate electric accounts and seek bids for power generation. Once voters have approved the referendum on the November 6, 2012 ballot, the municipality will hold at least two public hearings to discuss and create an aggregation plan. Once the plan is in place, municipal staff, with the assistance of energy experts, would prepare and publicize a request for proposals. Only energy suppliers certified and regulated by the Illinois Commerce Commission could respond. The bid that comes closest to achieving the goals of the aggregation plan would be accepted. However, if none of the bids meet the plan's goals, there is no obligation to accept one, and the aggregated accounts will continue to receive power from ComEd at the prevailing rates. A resident or small business has no obligation to participate and could choose to opt out of the program altogether.

## **Q: What is the referendum on the November 6, 2012 election ballot?**

A: Voters will be asked whether or not your municipality should have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such a program.

**Q: What are the benefits of aggregation?**

A: The most important benefit is the opportunity for residents and small businesses to save money on electric supply costs.

**Q: Am I obligated to participate?**

A: No. Any account holder may opt-out of the program and remain on ComEd's supply service rate.

**Q: What does "opt-out" mean?**

A: All residential and small commercial electricity users will be included in the customer base unless they affirmatively choose not to participate. The opportunity to opt out will be available up to the time of program implementation.

**Q: How do I opt-out of the program?**

A: Customers will have a chance to opt-out of the aggregation program, but must do so before the new service begins. Customers will receive notice informing them of the opt-out period, who to contact, and how they must communicate their intention to opt-out.

**Q: Who will take care of my power if there is an outage?**

A: ComEd, by law, will still be paid to distribute the power to the homes and businesses and handle any emergency repairs.

**Q: What is Com Ed's role in this program?**

A: ComEd distributes electricity, but does not generate it. As the local electricity distributor, ComEd is responsible for infrastructure, like power lines that bring electricity into homes and businesses, responding to outages and billing. ComEd will continue to bill customers for electric usage regardless of the supplier of that electricity.

**Q: If I participate, will I get two bills - one from ComEd for delivering the power and another from a company that provides it?**

A: No. ComEd will remain responsible for billing customers for all electricity, regardless of the electric supplier. The only change would be the name of the electricity provider on the bill's electricity supply.

**Q: If aggregation means lower energy costs for customers, won't ComEd simply increase charges on the distribution side to protect its profit margin?**

A: ComEd owns the distribution system only, and so does not realize profits or losses from the sale of energy. ComEd has worked for several years with large commercial and industrial customers who have switched to third-party energy suppliers, and remains supportive of other customers who switch to third-party suppliers. In other words, there will be no impact on distribution rates. Per ICC regulations, ComEd cannot introduce any separate distribution fees on cities that aggregate.

**Q: Can savings be guaranteed under an aggregation program?**

A: Municipalities can structure its request for proposals so that bidders set their rates at a specified percentage under ComEd's established rate. Market fluctuations make it impossible to guarantee that bids will come in under the current energy rate paid by ComEd customers. However, since that current rate is set every May, the market can react to it, and often provide a lower rate. Right now, residents and small businesses pay a higher rate than most large commercial, industrial and institutional accounts that have sought open market bids.

**Q: What happens if the municipality cannot purchase or negotiate lower rates than ComEd?**

A: Your account would stay at ComEd and ComEd would be both the power provider and the local distribution company. Either way, ComEd will be our distributor.

**Q: I am currently enrolled in ComEd's budget program where you are able to spread out your ComEd electric service costs evenly throughout the year. Will the new power provider have this or a similar program?**

A: The Request for Proposals will request that this program is included in the bid specs.

**Q: Are there any downsides?**

A: Municipalities will not be obligated to accept unfavorable bids and any account holder can opt out of the program. If bids do not meet the aggregation plan goals, then they can be rejected.

**Q: What are the costs to implement and manage the program?**

A: Few costs are associated with Electric Aggregation beyond staff time and community outreach and education efforts.

**Q: Does the municipality have experience managing this type of bidding process?**

A: Municipalities, as a larger commercial electric users, have used competitive bidding to obtain lower electric rates for various municipal facilities since electric deregulation made that option available four years ago. With Electric Aggregation, the municipal role will be to develop a request for proposals on behalf of residential and smaller business accounts, receive and evaluate competing bids, select the best bidder, and then determine whether to enter into a contract with that bidder. This process is standard in municipal government procurement. The municipality will also work closely with an energy firm who is an expert in this energy procurement process.

**Q: If voters approve the referendum, how long will it be before the program is implemented?**

A: State law requires certain steps be followed to approve and implement the Electric Aggregation Program. If voters give the municipality the authority to pursue aggregation, two public hearings must be held to gather citizen input for an aggregation plan that outlines goals such as savings targets. Once the plan is created and adopted, municipal staff would seek competitive bids from energy suppliers via a formal request for proposals (RFP) process. If a bid is received that meets the goals of the plan, a contract would be negotiated

## List of Communities with an Opt-Out Municipal Aggregation Program

The following communities have implemented municipal aggregation programs. This list makes no claim to be complete or accurate. Please inform us of any addition or deletions that should be made. Each community name contains a link to the source of information that caused the community to be on this list. Last updated on July 6, 2012.

Community	Status	Service Area	Referendum Date
Addison	Supplier - Integrys Energy Services, Rate 4.59 cents per kWh through June 2013	ComEd	March 2012
Alton	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Amboy	Supplier - FirstEnergy Solutions, Rate - 4.67 cents per kWh through August 2014	ComEd	March 2012
Antioch	Supplier - Integrys Energy Services, Rate - 5.298 cents per kWh through June 2014	ComEd	March 2012
Arlington Heights	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
Ashton	Supplier - FirstEnergy Solutions, Rate - 5.18 cents per kWh through July 2015	ComEd	March 2012
Atlanta	Supplier - Integrys Energy Services, Rate - 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
Aurora	Supplier - FirstEnergy Solutions, Rate - 4.71 cents per kWh through June 2014	ComEd	March 2012
Aviston	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Bannockburn	Supplier - Constellation Energy, Rate - 4.056 cents per kWh through May 2013	ComEd	March 2012
Barrington	Supplier - MC Squared, Rate - 4.739 cents per kWh through June 2014	ComEd	March 2012
Belvidere	Supplier - FirstEnergy Solutions, Rate - 4.72 cents per kWh through June 2014	ComEd	March 2012

Bethalto	Supplier - Homefield Energy, Rate 3.98 cents per kWh through June 2014	Ameren Illinois	March 2012
Big Rock	Supplier - Verde Energy, Rate - 4.525 cents per kWh through June 2014	ComEd	March 2012
Bradley	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through August 2014	ComEd	March 2012
Brimfield	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Brookfield	Supplier - FirstEnergy Solutions, Rate - 4.85 cents per kWh through July 2014	ComEd	March 2012
Buffalo Grove	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
Byron	Supplier - Direct Energy, Rate - 4.789 cents per kWh through July 2014	ComEd	March 2012
Caledonia	Supplier - MC Squared, Rate - 5.35 cents per kWh through July 2013	ComEd	March 2012
Campton Hills	Supplier - MC Squared, Rate - 4.397 cents per kWh through September 2014	ComEd	March 2012
Canton	Supplier - Integrys Energy Services, Rate - 4.65 cents per kWh through June 2014	Ameren Illinois	March 2012
Champaign	Supplier - Integrys Energy Services, Rate - 4.15 cents per kWh through June 2014	Ameren Illinois	March 2012
Cherry Valley	Supplier - FirstEnergy Solutions, Rate - 4.88 cents per kWh through August 2014	ComEd	March 2012
Columbia	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Cortland	Supplier - FirstEnergy Solutions, Rate- 4.84 cents per kWh through August 2014	ComEd	March 2012
Countryside	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through August 2014	ComEd	March 2012
Crest Hill	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013	ComEd	April 2011

Creve Coeur	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Crystal Lake	Supplier - FirstEnergy Solutions, Rate - 4.69 cents per kWh through July 2014	ComEd	March 2012
Darien	Supplier - Direct Energy, Rate - 4.54 cents per kWh through August 2014	ComEd	March 2012
Davis Junction	Supplier - Constellation Energy, Rate - 4.945 cents per kWh through August 2014	ComEd	March 2012
Deer Creek	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Deerfield	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
DeKalb	Supplier - FirstEnergy Solutions, Rate - 4.64 cents per kWh through July 2014	ComEd	March 2012
Delavan	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
DePue	Supplier - Homefield Energy, Rate - 4.2 cents per kWh through June 2014	Ameren Illinois	March 2012
Downers Grove	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through August 2014	ComEd	March 2012
Dunlap	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Durand	Supplier - FirstEnergy Solutions, Rate- 4.63 cents per kWh through July 2014	ComEd	March 2012
Dwight	Supplier - FirstEnergy Solutions, Rate - 4.69 cents per kWh through July 2014	ComEd	March 2012
East Peoria	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Easton	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Elburn	Supplier - Direct Energy, Rate - 5.99 cents per kWh through October 2012	ComEd	April 2011

Elgin	Supplier - Direct Energy, Rate- 4.915 cents per kWh through August 2014	ComEd	March 2012
Elmhurst	Supplier - MC Squared, Rate - 4.832 cents per kWh through August 2014	ComEd	March 2012
Emden	Supplier - Integrys Energy Services, Rate - 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
Erie	Supplier - Nordic Energy Services, Rate - 5.471 cents per kWh through September 2014	ComEd	April 2011
Eureka	Supplier - Homefield Energy, Rate 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Evanston	Supplier - Constellation Energy, Rate - 4.797 cents per kWh through July 2013	ComEd	March 2012
Flossmoor	Supplier - FirstEnergy Solutions, Rate - 4.85 cents per kWh through July 2014	ComEd	March 2012
Forest City	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Forest Park	Supplier - FirstEnergy Solution, Rate - 4.68 cents per kWh through August 2014	ComEd	March 2012
Forreston	Supplier - FirstEnergy Solutions, Rate - 4.82 cents per kWh through July 2014	ComEd	March 2012
Fox River Grove	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
Freeport	Supplier - FirstEnergy Solutions, Rate - 4.76 cents per kWh through August 2014	ComEd	March 2012
Fulton	Supplier - FirstEnergy Solutions, Rate - 6.23 cents per kWh (residential) through July 2014	ComEd	November 2010
Genoa	Supplier - Direct Energy through July 2014, Rate - 4.169 cents per kWh through June 2013	ComEd	March 2012
German Valley	Supplier - MC Squared, Rate - 4.784 cents per kWh through August 2014	ComEd	March 2012

Germantown Hills	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Gilberts	Supplier - FirstEnergy Solutions, Rate - 4.76 cents per kWh through July 2014	ComEd	March 2012
Glen Carbon	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Glencoe	Supplier - MC Squared through May 2015, Rate 4.836 cents per kWh through May 2013	ComEd	March 2012
Glenwood	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
Godfrey	Supplier - Homefield Energy, Rate - 3.98 cents per kWh through June 2014	Ameren Illinois	March 2012
Grayslake	Supplier - Integrys, Rate - 5.52 cents per kWh through January 2014	ComEd	April 2011
Gurnee	Supplier - FirstEnergy Solutions, Rate - 4.4 cents per kWh through July 2014	ComEd	March 2012
Hampshire	Supplier - FirstEnergy Solutions, Rate - 4.82 cents per kWh through July 2014	ComEd	March 2012
Hanna City	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Harvard	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
Harwood Heights	Supplier - FirstEnergy Solutions, Rate - 4.8 cents per kWh through August 2014	ComEd	March 2012
Havana	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Henry	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Highland Park	Supplier - Mc Squared through May 2015, Rate 4.836 cents per kWh through May 2013	ComEd	March 2012
Highwood	Supplier - MC Squared, Rate - 4.28 cents	ComEd	March 2012

per kWh August 2013

Hinsdale	Supplier - Nordic Energy Services, Rate - 4.6 cents per kWh through July 2015	ComEd	March 2012
Hoffman Estates	Supplier - FirstEnergy Solutions, Rate - 4.96 cents per kWh through August 2014	ComEd	March 2012
Huntley	Supplier - Direct Energy, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
Island Lake	Supplier - FirstEnergy Solutions, Rate - 4.87 cents per kWh through August 2014	ComEd	March 2012
Itasca	Supplier - FirstEnergy Solutions, Rate - 4.58 cents per kWh through July 2014	ComEd	March 2012
Jacksonville	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Justice	Supplier - FirstEnergy Solutions, Rate - 4.87 cents per kWh through August 2014	ComEd	March 2012
Kankakee	Supplier - FirstEnergy Solutions, Rate - 4.4 cents per kWh through August 2014	ComEd	March 2012
Kappa	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Kenilworth	Supplier - MC Squared, Rate - 4.035 cents per kWh through May 2013	ComEd	March 2012
Kilbourne	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Kildeer	Supplier - Constellation Energy, Rate - 4.056 cents per kWh through May 2013	ComEd	March 2012
Kirkland	Supplier - FirstEnergy Solutions, Rate - 4.81 cents per kWh through August 2014	ComEd	March 2012
Lacon	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Lake Bluff	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012

Lake Forest	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
Lake Zurich	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through July 2014	ComEd	March 2012
Lakewood	Supplier - Direct Energy through July 2014, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
Lanark	Supplier - Verde Energy, Rate - 4.625 cents per kWh through June 2014	ComEd	March 2012
LaSalle	Supplier - Homefield Energy, Rate 4.42 cents per kWh through July 2015	Ameren Illinois	March 2012
Libertyville	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through July 2014	ComEd	March 2012
Lincoln	Supplier - Integrys Energy Services, Rate- 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
Lincolnshire	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
Lincolnwood	Supplier - Integrys, Rate - 5.52 cents per kWh through January 2014	ComEd	April 2011
Lindenhurst	Suppiler - MC Squared, Rate - 4.28 cents per kWh through August 2013	ComEd	March 2012
Lisle	Supplier - FirstEnergy Solutions, Rate - 4.78 cents per kWh through July 2014	ComEd	March 2012
Logan County	Supplier - Integrys Energy Services, Rate - 3.965 cents per kWh through September 2014	Ameren Illinois	March 2012
Lombard	Supplier - FirstEnergy Solutions, Rate - 4.64 cents per kWh through July 2014	ComEd	March 2012
Long Grove	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
Loves Park	Suppiler - FirstEnergy Solutions, Rate - 4.66 cents per kWh through August 2014	ComEd	March 2012

Machesney Park	Supplier - Direct Energy, Rate - 4.683 cents per kWh through August 2014	ComEd	March 2012
Mackinaw	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Malden	Supplier - Homefield Energy, Rate - 4.2 cents per kWh through June 2014	Ameren Illinois	March 2012
Malta	Supplier - Verde Energy, Rate - 4.525 cents per kWh through June 2014	ComEd	March 2012
Manhattan	Supplier - FirstEnergy Solutions, Rate - 4.58 cents per kWh through July 2014	ComEd	March 2012
Manito	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Maple Park	Supplier - FirstEnergy Solutions, Rate - 4.99 cents per kWh through August 2014	ComEd	March 2012
Marquette Heights	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Marseilles	Supplier - Homefield Energy, Rate - 4.23 cents per kWh through July 2014	Ameren Illinois	March 2012
Marshall County	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014 (Ameren Illinois); Constellation Energy, Rate - 4.79 cents per kWh through August 2014 (ComEd)	Ameren Illinois / ComEd	March 2012
Mason City	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Mason County	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
McLean	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Mendota	Supplier - Direct Energy, Rate - 4.77 cents per kWh through July 2014	ComEd	March 2012
Metamora	Supplier - Homefield Energy, Rate 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012

Milledgeville	Supplier - FirstEnergy Solutions, Rate - 5.90 cents per kWh through August 2014	ComEd	April 2011
Mokena	Supplier - Integrys Energy Services, Rate - 4.551 cents per kWh through May 2014	ComEd	March 2012
Morris	Supplier - FirstEnergy Solutions, Rate - 5.43 cents per kWh through September 2013	ComEd	April 2011
Morton	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Morton Grove	Supplier - FirstEnergy Solutions, Rate - 4.42 cents per kWh through June 2013	ComEd	March 2012
Mount Morris	Supplier - FirstEnergy Solutions, Rate - 5.88 cents per kWh through May 2014	ComEd	April 2011
Mount Prospect	Supplier - FirstEnergy Solutions, Rate - 4.65 cents per kWh through July 2014	ComEd	March 2012
Mundelein	Supplier - FirstEnergy Solutions, Rate - 4.77 cents per kWh through May 2014	ComEd	March 2012
New Baden	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
New Lenox	Supplier - Direct Energy, Rate - 5.89 cents per kWh through September 2013	ComEd	April 2011
Newark	Supplier - Homefield Energy, Rate - 4.33 cents per kWh through July 2014	Ameren Illinois	March 2012
Norridge	Supplier - FirstEnergy Solutions, Rate 4.84 cents per kWh through August 2014	ComEd	March 2012
North Aurora	Supplier - Integrys, Rate 5.75 cents per kWh (residential) through October 2013	ComEd	April 2011
North Barrington	Supplier - Integrys Energy Services, Rate - 4.795 cents per kWh through July 2013	ComEd	March 2012
North Pekin	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
North Utica	Supplier - Homefield Energy, Rate - 4.23 cents per kWh through July 2014	Ameren Illinois	March 2012

Northbrook	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
Oak Brook	Supplier - Integrys, Rate - 5.52 cents per kWh through December 2013	ComEd	April 2011
Oak Forest	Supplier - FirstEnergy Solutions, Rate - 4.82 cents per kWh through July 2014	ComEd	March 2012
Oak Park	Supplier - Integrys, Rate - 5.78 cents per kWh through December 2013	ComEd	April 2011
Oregon	Supplier - Direct Energy, Rate - 4.789 cents per kWh through July 2014	ComEd	March 2012
Orland Park	Supplier - Nordic Energy Services, Rate - 4.823 cents per kWh through June 2014	ComEd	March 2012
Oswego	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through July 2014	ComEd	March 2012
Ottawa	Supplier - Integrys, Rate - 4.390 cents per kWh through June 2013	Ameren Illinois	March 2012
Palatine	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
Palos Heights	Supplier - FirstEnergy Solutions, Rate - 4.8 cents per kWh through July 2014	ComEd	March 2012
Palos Hills	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through July 2014	ComEd	March 2012
Park Forest	Supplier - FirstEnergy Solutions, Rate - 4.98 cents per kWh through August 2014	ComEd	March 2012
Park Ridge	Supplier - MC Squared through May 2015, Rate - 4.836 cents per kWh through May 2013	ComEd	March 2012
Pecatonica	Supplier - FirstEnergy Solutions, Rate - 4.66 cents per kWh through August 2014	ComEd	March 2012
Pekin	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Peoria	Supplier - Homefield Energy, Rate - 4.08	Ameren	March 2012

	cents per kWh through June 2014	Illinois	
Peoria County	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Peoria Heights	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Pingree Grove	Supplier - FirstEnergy Solutions, Rate - 4.93 cents per kWh through August 2014	ComEd	March 2012
Plano	Supplier - FirstEnergy Solutions, Rate - 4.81 cents per kWh through August 2014	ComEd	March 2012
Polo	Supplier - FirstEnergy Solutions, Rate - 5.83 cents per kWh through July 2014	ComEd	April 2011
Ringwood	Supplier - Direct Energy through July 2014, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
River Forest	Supplier - Integrys Energy Services, Rate - 4.621 cents per kWh through June 2013	ComEd	March 2012
River Grove	Supplier - FirstEnergy Solutions, Rate - 4.91 cents per kWh through June 2014	ComEd	March 2012
Riverwoods	Supplier - MC Squared, Rate - 4.812 cents per kWh through July 2015	ComEd	March 2012
Roanoke	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Rockford	Supplier - FirstEnergy Solutions, Rate - 4.66 cents per kWh through August 2014	ComEd	March 2012
Rolling Meadows	Supplier - FirstEnergy Solutions, Rate - 4.62 cents per kWh through February 2014	ComEd	March 2012
Round Lake Beach	Supplier - FirstEnergy Solutions, Rate - 4.48 cents per kWh through August 2014	ComEd	March 2012
San Jose	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Schiller Park	Supplier - FirstEnergy Solutions, Rate - 4.85 cents per kWh through July 2014	ComEd	March 2012

Seneca	Supplier - Integrys, Rate - 5.2 cents per kWh through June 2013	ComEd	March 2012
Shabbona	Supplier - Verde Energy, Rate - 4.75 cents per kWh through June 2014	ComEd	March 2012
Shannon	Supplier - FirstEnergy Solutions, Rate - 4.86 cents per kWh through August 2014	ComEd	March 2012
Shiloh	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Skokie	Supplier - MC Squared through May 2015, Rate - 4.836 through May 2013	ComEd	March 2012
South Barrington	Supplier - MC Squared, Rate - 4.425 cents per kWh through August 2014	ComEd	March 2012
South Elgin	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through July 2014	ComEd	March 2012
South Holland	Supplier - FirstEnergy Solutions, Rate - 4.79 cents per kWh through July 2014	ComEd	March 2012
South Pekin	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Spring Valley	Supplier - Homefield Energy, Rate - 4.438 cents per kWh through August 2015	Ameren Illinois	March 2012
Stanford	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Stark County	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Sterling	Supplier - FirstEnergy Solutions - Rate - 4.67 cents per kWh through August 2014	ComEd	March 2012
Stockton	Supplier - FirstEnergy Solutions, Rate - 4.58 cents per kWh through July 2014	ComEd	March 2012
Sugar Grove	Supplier - Direct Energy, Rate - 5.99 cents per kWh through September 2013	ComEd	April 2011
Sycamore	Supplier - FirstEnergy Solutions, Rate - 4.81 cents per kWh through August 2014	ComEd	March 2012

Tampico	Supplier - FirstEnergy Solutions, Rate - 4.91 cents per kWh through July 2014	ComEd	March 2012
Tazewell County	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Thornton	Supplier - FirstEnergy Solutions, Rate - 4.78 cents per kWh through August 2014	ComEd	March 2012
Timberlane	Supplier - MC Squared, Rate - 4.571 cents per kWh through September 2014	ComEd	March 2012
Tinley Park	Supplier - FirstEnergy Solutions, Rate - 4.74 cents per kWh through July 2014	ComEd	March 2012
Toluca	Supplier - Constellation Energy, Rate - 4.79 cents per kWh through August 2014	Ameren Illinois	March 2012
Topeka	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Trenton	Supplier - Homefield Energy, Rate - 4.01 cents per kWh through June 2014	Ameren Illinois	March 2012
Urbana	Supplier - Homefield Energy, Rate - 4.055 cents per kWh through June 2014	Ameren Illinois	March 2012
Vernon Hills	Supplier - Integrys Energy Services, Rate 4.775 cents per kWh through June 2013	ComEd	March 2012
Walnut	Supplier - FirstEnergy Solutions, Rate - 4.84 cents per kWh through July 2014	ComEd	March 2012
Warren	Supplier - FirstEnergy Solutions, Rate - 4.95 cents per kWh through August 2014	ComEd	March 2012
Warrenville	Supplier - FirstEnergy Solutions, Rate - 4.86 cents per kWh through August 2014	ComEd	March 2012
Washburn	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Washington	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Waterman	Supplier - FirstEnergy Solutions, Rate - 4.98 cents per kWh through August 2014	ComEd	March 2012

West Dundee	Supplier - FirstEnergy Solutions, Rate - 4.9 cents per kWh through August 2014	ComEd	March 2012
West Peoria	Supplier - Homefield Energy, Rate - 4.08 cents per kWh through June 2014	Ameren Illinois	March 2012
Westmont	Supplier - FirstEnergy Solutions, Rate - 4.75 cents per kWh through August 2014	ComEd	March 2012
Wheeling	Supplier - Integrys Energy Services, Rate - 4.775 cents per kWh through June 2013	ComEd	March 2012
Wilmette	Supplier - MC Squared, Rate 4.035 cents per kWh through May 2013	ComEd	March 2012
Winnebago	Supplier - FirstEnergy Solutions, Rate - 4.91 cents per kWh through August 2014	ComEd	March 2012
Winslow	Supplier - FirstEnergy Solutions, Rate - 4.78 cents per kWh through July 2014	ComEd	March 2012
Wood Dale	Supplier - FirstEnergy Solutions, Rate - 5.92 cents per kWh through July 2014	ComEd	April 2011
Woodstock	Supplier - Direct Energy, Rate - 4.169 cents per kWh through July 2013	ComEd	March 2012
Yorkville	Supplier - FirstEnergy Solutions, Rate - 4.76 cents per kWh through August 2014	ComEd	March 2012

**ORDINANCE NO.**

**AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE  
VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, THE QUESTION  
WHETHER THE VILLAGE SHOULD HAVE THE AUTHORITY UNDER PUBLIC ACT  
096-0176 TO ARRANGE FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL  
AND SMALL COMMERCIAL RETAIL CUSTOMERS WHO HAVE NOT OPTED OUT  
OF SUCH PROGRAM**

WHEREAS, The Illinois Power Agency Act, 20 ILCS 3855, was amended to include Section 1-92 entitled, “Aggregation of Electrical Load by Municipalities and Counties” (the “Act”); and

WHEREAS, pursuant to the Act if an Illinois municipality seeks to operate the aggregation program under the Act as an opt-out program for residential and small commercial retail customers, then prior to an adoption of an Ordinance to establish a program, the municipality must first submit a referendum to its residents to determine whether or not the aggregation program shall operate as an opt-out program for residential and small commercial retail customers. If the majority of the electors voting on the question vote in the affirmative, then the corporate authorities of the municipality may implement an opt-out aggregation program for residential and small commercial retail customers; and

WHEREAS, pursuant to the Act, the Corporate Authorities of the Village of Bensenville hereby find that it is in the best interest of the Village to operate the electric aggregation program under the Act as an opt-out program and to submit the question to the electors in a referendum pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED 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 found as fact and made a part hereof.

SECTION TWO: The Corporate Authorities of the Village of Bensenville find and determine that it is in the best interests of the Village of Bensenville to operate an electric aggregation program for Bensenville residential and small commercial retail customers under the Act as an opt-out program.

SECTION THREE: In the event such question is approved by a majority of the electors voting on the question at the regular election on November 6, 2012, the Corporate Authorities of the Village of Bensenville may implement an opt-out electric aggregation program. If the Corporate Authorities of the Village of Bensenville adopt the program, the Village of Bensenville shall comply with all terms and provisions of the Act.

SECTION FOUR: The Village Clerk is directed to immediately certify and submit the following question to the DuPage County Clerk and Cook County Clerk to be placed on the ballot for the general election to be held on November 6, 2012, in the following form:

Shall the Village of Bensenville have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program?	YES
	NO

SECTION FIVE: In the event that the State of Illinois amends the Act to revise the form of the question to be placed on the ballot, the Village President is authorized to direct the County Clerks to change the form of the question to conform with the amended Act, if required.

SECTION SIX: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 24<sup>th</sup> day of July, 2012.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**TYPE:** Resolution

**SUBMITTED BY:** Village Manager

**DATE:** July 18, 2012

**DESCRIPTION:** Pass the Resolution authorizing an amended Economic Incentive Agreement with BCR Automotive Group LLC, DBA Roesch Ford in Bensenville.

**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

**ASSIGNED COMMITTEE:** AF&L – Approved (4-1)

**DATE:** May 15, 2012

**BACKGROUND:** The owner of Northwest Ford, a truck dealership located at 4000 N. Mannheim Road in Franklin Park, recently decided to sell the property and business. BCR Automotive Group (petitioner), which operates the Roesch Ford dealership at the corner of Church and Grand, would like to purchase the business and relocate to the now vacant former Mitsubishi dealership at 303 W. Grand Avenue. This property is owned and controlled by the Roesch family. The principals of BCR, Dan Roesch and Ed Burke, would like the Village to support an amendment to their approved Economic Incentive Agreement to cover a financial gap in this proposed new business. The current agreement shares the Village 1.0 percent sales tax revenues for a period of fifteen (15) years with a cap of \$2,350,000. Without this assistance, the project was not economically feasible and would have likely remained in Franklin Park.

**KEY ISSUES:** The petitioners are requesting that the Agreement be amended to add an additional \$500,000 to the maximum sharing amount of \$2,350,000 to authorize a total sharing of \$2,850,000. Above and beyond the cost of the dealership franchise and inventory, the proposed relocation of Northwest Ford includes exceptional costs of more than \$800,000 for heavy duty lifts, technical certifications, tools and parts. Without additional assistance, the petitioners would not be able to acquire and relocate this dealership.

During the CEDC meeting there was discussion about the projected sales numbers Roesch has provided to the Village. Roesch has indicated that the previous Northwest Truck dealership averaged 100 truck sales per month, which is consistent with the 83 truck sales they made last month since moving to Bensenville. The amended incentive agreement conservatively projects 50 total truck sales per month (300 new and 300 used trucks per year), which would see the Village's investment returned in year 5 of the amended agreement. It is also worth noting that Roesch's projections on the original incentive agreement were also conservative and over the past year we have seen their actual numbers 16% ahead of their projections.

The draft agreement attached hereto includes a few redlined sections that represent areas that are still under negotiation with Roesch. Most notably, we are requesting that Roesch grant the Village the right to locate Bensenville gateway signage on their property on Grand and Church Roads.

**ALTERNATIVES:**

- Approve the Amended Incentive Agreement to assist in the relocation of Northwest Ford.
- Discretion of the Board.

**RECOMMENDATION:** Staff recommends approval of the proposed amendment to the Economic Incentive Agreement to support the proposed Roesch Ford Commercial Truck Center at the former Mitsubishi dealership at 303 W. Grand Avenue. This assistance is critical to the overall health of our automobile dealership corridor along Grand Avenue. The AF&L Committee recommended approval of this agreement on May 15, 2012 (vote 4-1).

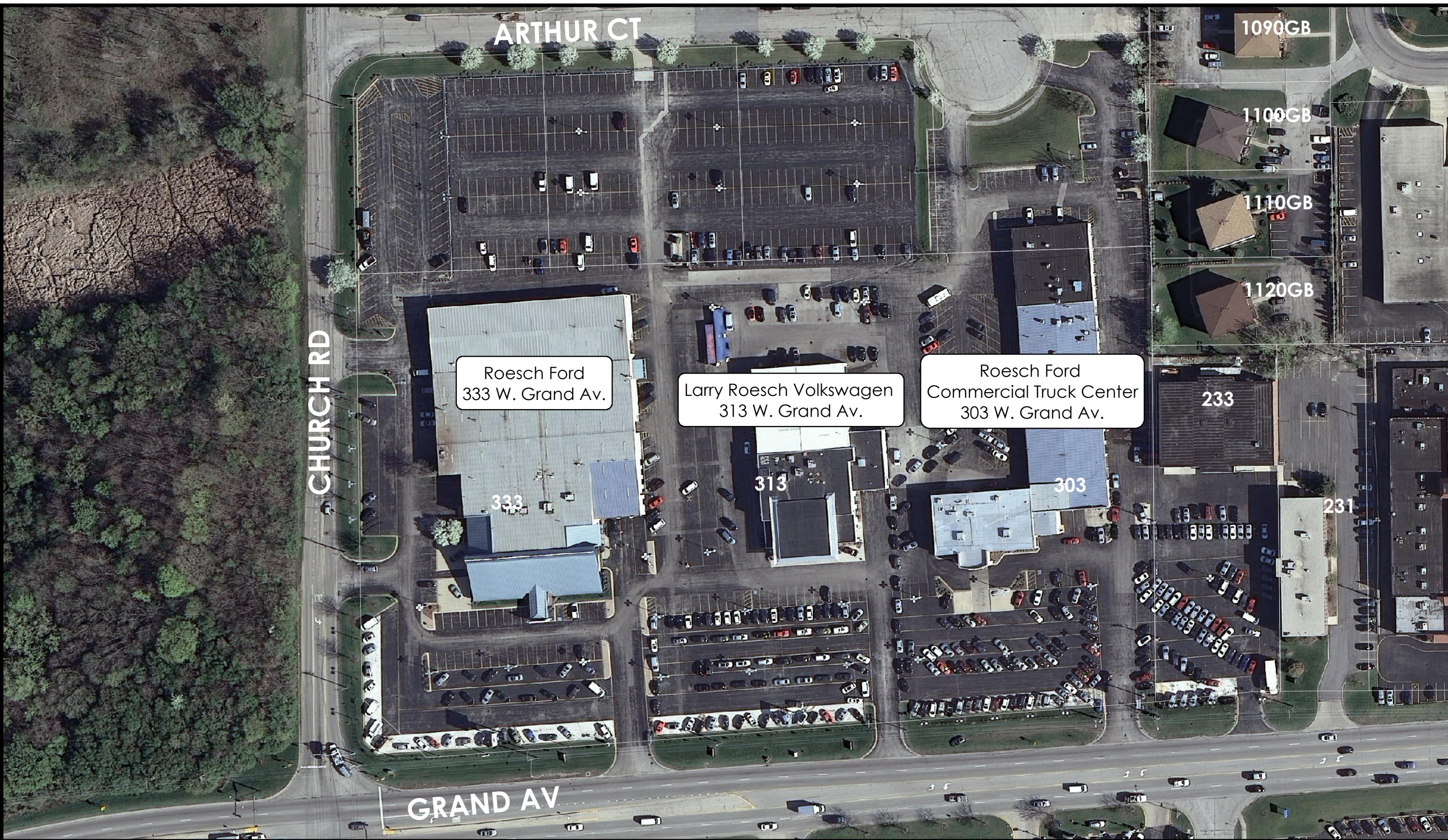
**BUDGET IMPACT:** Estimated increase in sales tax revenues of \$109,500 annually.

**ACTION REQUIRED:** Motion to approve the Amended Economic Incentive Agreement for BCR Automotive Group.

# Village of Bensenville

Auto Dealerships- 303-333 W Grand Av

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**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING EXECUTION OF  
THE FIRST AMENDED ECONOMIC INCENTIVE AGREEMENT  
WITH BCR AUTOMOTIVE GROUP, LLC, D.B.A. ROESCH FORD  
IN BENSENVILLE, FOR THE REDEVELOPMENT OF PROPERTY  
AND CERTAIN INCENTIVES, INCLUDING SHARING  
OF RETAILERS' TAX REVENUES**

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

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/8-11-20, authorizes Illinois municipalities to enter into economic incentive agreements for the development or redevelopment of land within their corporate limits and, pursuant thereto, to share or rebate portions of the retailers’ occupation tax received by the municipality attributable to the development or redevelopment of the property; and

**WHEREAS**, pursuant to its statutory authority, the Village adopted Resolution No. 73-2011, authorizing the execution of an Economic Incentive Agreement with BCR Automotive Group, LLC, an Illinois limited liability company, d.b.a. Roesch Ford in Bensenville (“BCR”); and

**WHEREAS**, the Economic Incentive Agreement encouraged BCR to approach the Village should it have the opportunity to expand its business and its expansion would qualify for economic incentive payments; and

**WHEREAS**, BCR has communicated its desire to open and operate the Roesch Ford Commercial Truck Center at 303 West Grand Avenue in Bensenville, the former location of a Mitsubishi dealership; and

**WHEREAS**, BCR has proposed to the Village that it amend the existing Economic Incentive Agreement as set forth in the First Amended Economic Incentive Agreement, attached hereto and incorporated herein by reference as Exhibit 1, to include funding for this new expansion, and for the sharing of the municipal retailers’ occupation tax received attributable to the redevelopment of the property at 303 West Grand; and

**WHEREAS**, BCR has further represented to the Village that the sharing of municipal retailers’ occupation tax revenue for use as collateral is essential for BCR to secure proper financing for the redevelopment of the Property, and that BCR would not be able to redevelop the Property without such tax revenue sharing; and

**WHEREAS**, after due consideration and investigation of BCR’s proposal, the President and the Village Board of Trustees find that the proposed sharing of the retailers’ occupation tax from the redevelopment of the property at 303 West Grand is

appropriate and meets the all of requirements of Section 8-11-20 of the Illinois Municipal Code therefor as follows:

1. That the Property contains a building on site which no longer complies with current building codes; and
2. That the redevelopment of the Property with a new Roesch Ford Commercial Truck Center will create job opportunities within the Village; and
3. That the redevelopment project will serve to stimulate further development of properties adjacent to the Property and along the West Grand Avenue “automobile sales corridor”; and
4. That, based upon representations by and information from BCR, without the Economic Incentive Agreement for this Property, the redevelopment of the Property as a Roesch Ford Commercial Truck Center would not be possible; and
5. That BCR meets high standards of creditworthiness and financial strength, as demonstrated by specific evidence of equity financing for not less than 10% of the total project costs; and
6. That the redevelopment project will strengthen the commercial sector of the municipality by contributing to the maintenance and improvement of West Grand Avenue “automobile sales corridor”; and
7. That the project will enhance the tax base of the municipality by generation of additional retailers’ occupation tax revenues; and
8. That entering into the Economic Incentive Agreement is in the best interest of the Village; and

**WHEREAS**, the Village has developed a strategic plan which includes as two of its primary goals the creation and maintenance of a financially sound Village and vibrant major corridors; and

**WHEREAS**, the creation of jobs, generation of additional retailers’ occupation taxes, and the maintenance and improvement of West Grand Avenue “automobile sales corridor,” which will result from the Village’s entry into the First Amended Economic Incentive Agreement, will also contribute to the Village’s strategic goals of a financially sound village and vibrant major corridors; and

**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:** That the recitals set forth above are hereby incorporated herein and made a part hereof.

**SECTION TWO:** That the upon the findings set forth in the foregoing recitals, the President and the Village Board of Trustees hereby determine that the entry of the Village into the First Amended Economic Incentive Agreement, attached hereto as Exhibit 1, is appropriate and for the best interests of the residents of the Village.

**SECTION THREE:** That the Village President is hereby authorized to execute the First Amended Economic Incentive Agreement on behalf of the Village, and the Village Clerk to attest thereto.

**SECTION FOUR:** That the Village President, the Village Manager, the Village Attorney, and such other Village officers and staff are further authorized to execute all documents and perform all other acts necessary to carry out the First Amended Economic Incentive Agreement.

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

**SECTION SIX:** That this 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 24th day of July 2012.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**VILLAGE OF BENSENVILLE  
FIRST AMENDED ECONOMIC INCENTIVE AGREEMENT  
VILLAGE OF BENSENVILLE AND BCR AUTOMOTIVE GROUP, LLC**

THIS FIRST AMENDED ECONOMIC INCENTIVE AGREEMENT ("Agreement") is made and entered into as of the 22<sup>nd</sup> day of May 2012 by and between the VILLAGE OF BENSENVILLE, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "Village"), and BCR AUTOMOTIVE GROUP, LLC, an Illinois limited liability company, d.b.a. Roesch Ford in Bensenville ("BCR"), with its principal office at 333 West Grand Avenue in the Village of Bensenville, County of DuPage, Illinois.

**W I T N E S S E T H**

WHEREAS, on June 28, 2011, the Village Board of the Village adopted Resolution R-73-2011 captioned "A Resolution Approving An Economic Incentive Agreement with BCR Automotive Group, LLC, D.B.A. Roesch Ford in Bensenville, for the Redevelopment of 333 West Grand Avenue and Certain Incentives, Including Sharing of Retailers' Tax Revenues" providing for execution of an Economic Incentive Agreement with BCR Automotive Group, LLC (hereinafter "BCR"); and

WHEREAS, in execution of the Economic Incentive Agreement, the Village determined that it is essential to the economic and social welfare of the Village to promote the economic vitality of the community by assuring opportunities for development and sound and stable commercial growth within the Village's corporate limits; and

WHEREAS, Resolution No. 73-2001 was adopted to provide economic assistance to BCR, which had operated the Larry Roesch Chevrolet motor vehicle dealership within the boundaries of the Village from 1981 through 2009, when it was forced to close because of the Franchise reduction resulting from General Motors' reorganization; and

WHEREAS, BCR was in final negotiations to purchase the Elmhurst Ford dealership Franchise, located at 678 North York Road in Elmhurst, Illinois, and had received approval from the Ford Motor Company to relocate that Franchise to the former Larry Roach Chevrolet dealership property at 303 West Grand Avenue in the Village, as more fully described herein ("Property"), which had been unoccupied for over a year prior to the adoption of Resolution No. 73-2011; and

WHEREAS, as a condition of the relocation of the Elmhurst Ford Dealership Franchise to the Property, the Ford Motor Company required BCR to redevelop the Property, including razing of the existing showroom, office, and repair facility on the site and to replace it with the Ford Trustmark Image facility and required Ford-approved signage, as more fully described herein (the "Project"); and

WHEREAS, BCR estimated that redevelopment of the Property as required by Ford Motor Company will cost in range of \$2,700,000 to \$3,000,000, and will require financing by BCR; and

WHEREAS, the laws of the State of Illinois authorize the Corporate Authorities of a municipality to enter into economic incentive agreements relating to the development or

redevelopment of land within the corporate limits of the municipality; and

WHEREAS, the Corporate Authorities of the Village desire to improve the social and economic welfare of the Village and enhance the tax base of the Village to the benefit of the Village and other governmental entities by exercising the authority provided by law and entering into economic incentive agreements that are in the furtherance of and essential to the public interest; and

WHEREAS, the Village authorized and executed the Economic Incentive Agreement to assist BCR in locating and operating the Ford Dealership on the Property; and

WHEREAS, the Economic Incentive Agreement adopted pursuant to Resolution No. 73-2011 encouraged BCR to approach the Village for amendment of the Economic Incentive Agreement should it be in position to expand its business within the Village at a location or locations not included in the Economic Incentive Agreement; and

WHEREAS, BCR has approached the Village relative to its proposal to assume ownership and control of property located at 303 West Grand Avenue (hereinafter Property #2) for purposes of operation of a Roesch Ford Commercial Truck Center; and

WHEREAS, Property #2 was formerly the site of a Mitsubishi dealership, which has a building on the site which no longer complies with the current building code; and

WHEREAS, as a condition for the operation and opening of the Roesch Ford Commercial Truck Center, BCR must incur expenses as set forth on Exhibit F that will allow Property #2 to be used for a Commercial Truck Center (hereinafter Project #2); and

WHEREAS, BCR estimates that the redevelopment of Property #2 will cost more than Eight Hundred Thousand Dollars, and will require financing by BCR; and

WHEREAS, BCR has represented to the Village that sales tax revenue sharing for use as collateral is essential for BCR to secure proper financing for the redevelopment of the Property and Property #2 and BCR would not be able to redevelop the Property and Property #2 without sales tax revenue sharing; and

WHEREAS, the redevelopment of the Property and Property #2 will generate increased real estate tax and sales tax revenues and employment opportunities for the Village and stimulate the revitalization and redevelopment of the West Grand Avenue automobile sales corridor; and

WHEREAS, the Village desires to make it more economically feasible for BCR to redevelop the Property and Property #2 by entering into the First Amended Economic Incentive Agreement with BCR pursuant to the authority set forth in Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, and other law; and

WHEREAS, as set forth in its Resolution approving the First Amended Economic Incentive Agreement and authorizing its execution and delivery, the Village has made the requisite findings, in accordance with 65 ILCS 5/8-11-20, that the building on the Property #2 no longer complies with current building codes; that the Project #2 is expected to create or retain job opportunities within the Village, will serve to further develop adjacent areas, will strengthen the commercial sector and enhance the tax base of the Village, and would not be possible without this First Amended Agreement; that BCR meets high standards of credit worthiness and strength;

and that this First Amended Agreement is in the best interests of the Village.

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, BCR and the Village hereby agree as follows:

#### SECTION 1. RECITALS

The recitals hereinabove set forth are hereby incorporated by this reference into the body of this First Amended Agreement to the same extent as if each such recital had been set forth in full in the body of this First Amended Agreement.

#### SECTION 2. DEFINITIONS

Whenever used in this First Amended Agreement, the following terms shall have the following meanings unless a different meaning is required by the context.

**“Automotive or Truck Sales Franchise” or “Franchise”:** The sale of a specified brand or brands of new automobiles and/or trucks and servicing of those brands pursuant to a dealership Franchise agreement with a motor vehicle manufacturing business, together with subsidiary sales and servicing of used motor vehicles.

**“BCR”:** BCR Automotive Group, LLC, an Illinois limited liability company, d.b.a. Roesch Ford in Bensenville, or any successor or assign as permitted under this Agreement.

**“Commencement Date”:** The date established pursuant to Section 3 of the original Agreement, and, for purposes of the amendment, the First Amended Agreement.

**“Corporate Authorities”:** The President and Board of Trustees of the Village.

**“Effective Date of this Agreement” or “Effective Date”:** The date referenced in the first paragraph on Page 1 of this First Amended Agreement.

**“Economic Incentive Payment” or “EIP”:** The amounts payable to the BCR pursuant to Section 4 of the First Amended Agreement.

**“Force Majeure”:** Shall include but not be limited to an Act of God or other event or cause not reasonably within the control of BCR or the Village including, without limitation, fire, strikes, lockouts, war, insurrection, earthquakes, casualties, acts of the public enemy, respective governmental laws and regulations, epidemics, quarantine, restrictions, or lack of transportation, building material supply shortages, vendor problems not caused by BCR, embargoes, civil riot, floods or natural catastrophe, as further described in Section 6 of this First Amended Agreement.

**“Property”:** The property commonly known as 303 West Grand Avenue, Bensenville, DuPage County, Illinois and legally described in Exhibit A, which is attached hereto and incorporated herein by reference as if fully set forth.

**“Property #2”:** The Property commonly known as 333 West Grant Avenue, Bensenville, DuPage County, Illinois and legally described in Exhibit D, which is attached hereto and

incorporated herein by reference as if fully set forth.

**“Maximum Sharing Amount”**: Shall mean the not-to-exceed cumulative amount of Two Million Eight Hundred Fifty Thousand and 00/100ths Dollars (\$2,850,000.00) to be paid to BCR as set forth in Exhibits B and E, which are attached hereto and incorporated herein by reference as if fully set forth.

**“Project”**: The redevelopment of the Property, including the razing and/or alteration of the existing structures thereon, with the Ford Trustmark Image automobile dealership facility as set out and described in Exhibit C, which is attached hereto and incorporated herein by reference as if fully set forth, and the relocation and operation of the Elmhurst Ford dealership there by BCR or its successors.

**“Project #2”**: The redevelopment of Property #2, is set out and described in Exhibit F, which is attached hereto and incorporated herein by reference as if fully set forth,

**“Party” or “Parties”**: The Village and/or BCR and/or their successors or assigns as permitted under this Agreement.

**“Sales Taxes”**: The portion (presently one [1] percent) of any and all taxes distributed to and actually received by Village which are imposed and collected by the State pursuant to the Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, and the Use Tax Act, 35 ILCS 105/1 *et seq.*, from sales and service transactions occurring on the Property, including internet generated by sales of vehicles and parts from which Illinois sales tax receipts are derived, but not including any portion of the Use Tax which is distributed on the basis of population (per capita distribution) and not included in the term “Sales Taxes,” and further excluding any portion of a tax imposed or that may be imposed under the Non-Home Rule Retailer’s Occupation Tax Act, 65 ILCS 8-11-1.3, *et seq.*; Non-Home Rule Service Occupation Tax Act, 65 ILCS 8-11-1.4, *et seq.*; Non-Home Rule Use Tax Act, 65 ILCS 8-11-1.5, *et seq.*; and any other retailer’s occupation tax, service occupation tax, use tax, or sales, except as expressly authorized by this definition.

**“Sales Tax Year”**: For purposes of this First Amended Agreement, “Sales Tax Year” shall mean each twelve month period during the Term hereof, commencing April 1st of a given calendar year and ending March 31<sup>st</sup> of the following calendar year (e.g., the “2012 Sales Tax Year” would be from April 1, 2012, through March 31, 2013).

**“State”**: The State of Illinois.

**“Term”**: The period for which this First Amended Agreement shall be enforced, commencing from April 1, 2011 through March 31, 2026

**“Village Minimal Annual Allocation”**: Shall mean the One Hundred Thousand Dollar (\$100,000) annual minimum 50% sales tax allocation to the Village effective in Sales Tax Year 2014 as set forth in Exhibit B, which is attached hereto and incorporated herein by reference as if fully set forth. If total sales tax receipts in any Sales Tax Year is less than \$100,000 then the Village minimum annual allocation shall be equal to said total. In no case shall BCR be required to cover the differential between the \$100,000 and the total if the total is less than the \$100,000 minimum allocation.

### **SECTION 3. COMMENCEMENT OF CALCULATION OF ECONOMIC INCENTIVE PAYMENTS**

The Commencement Date under the Agreement for the calculation of the EIP is hereby declared to be April 1, 2011 for the Project, and April 1, 2012 for Project #2.

### **SECTION 4. DETERMINATION OF AMOUNT OF ECONOMIC INCENTIVE PAYMENT**

**A. Amount of Economic Incentive Payment (“EIP”).** Commencing on the Commencement Date, and for each Sales Tax Year during the Term hereof, BCR shall be entitled to an Economic Incentive Payment (“EIP”) as follows:

1. For each of the Sales Tax Years commencing in 2011 (for the Project), 2012, and 2013, the Village shall pay BCR seventy five percent (75%) of the Sales Taxes up to and including but not exceeding the Maximum Sharing Amount.
2. For each of the Sales Tax Years 2014 through and including 2025, the Village shall pay BCR fifty percent (50%) of the Sales Taxes, subject to adjustment in any Sales Tax Year that the Village Minimum Allocation is not met, up to and including but not exceeding the Maximum Sharing Amount. Provided, however, once BCR has received an amount equal to the Maximum Sharing Amount, the Village shall have no further obligation to make any EIP’s to BCR.

EIPs shall be made only from proceeds of Sales Taxes imposed and collected by the State, generated by sales and service transaction occurring on the Property, including internet generated sales of vehicles and parts from which Illinois local sales tax receipts are derived, and distributed to and actually received by Village. All EIPs shall be based on the records of the Illinois Department of Revenue for BCR.

**B. Village Payment.** The Village shall make the EIP payments in the amounts provided for in Section 4.A. from the proceeds of Sales Tax distributions actually received by the Village within 120 days of the completion of the Sales Tax Year in which the revenues are recorded and subject to the receipt of the Illinois Department of Revenues Certification of the Sales Tax disbursements to the Village and Village receipt of the required supporting documentation for such Sales Taxes as specified in Sections 5D and 9. If, for any reason, the State of Illinois fails to distribute the Sales Tax receipts to the Village in sufficient time for the Village to make such annual payments, then the Village shall provide notice of such fact to BCR. In such event, the Village shall make the required EIP payment within 60 days after the date on which the Village actually receives the Sales Tax Receipts due to the Village for the applicable Sales Tax Year. If at the end of any Sales Tax Year there is a need to adjust and reconcile the amount of any EIP to account for any provision of this Agreement or to account for the amount of Sales Tax actually paid by the State of Illinois, then the Village and BCR do hereby agree to cooperate with each other to accomplish such reconciliation.

**C. Change in the Law.** The Village and BCR acknowledge and agree that the Village’s obligation to pay the EIP to BCR is predicated on existing State law, including, without

limitation, the Retailer's Occupation Tax Act and Section 8-11-20 of the Illinois Municipal Code. The Village and BCR further acknowledge that the General Assembly of the State has from time to time, considered proposals to modify or eliminate the distribution of Local Sales Tax receipts to Illinois municipalities. In the event that the State of Illinois amends or repeals the applicable state statutes or makes any other promulgation, enactment or change in law ("Change in Law"), and such Change in Law results in replacement taxes for all or a portion of the Sales Tax receipts generated by BCR as contemplated hereunder, then, for purposes of this Agreement, the revenue from such replacement taxes shall be used to calculate the Local Sales Tax Receipts, subject in all respects to the Village's actual receipt of its portion of such replacement taxes as well as the Village's authority under state law to provide for the sharing of such replacement taxes, as contemplated herein.

**D. Limited Liability.** Notwithstanding any other provision of the First Amended Agreement to the contrary, the Village's obligation to pay the EIP shall not be a general debt of the Village on or a charge against its general credit or taxing powers, but shall be a special limited obligation payable solely out of the Sales Tax receipts received by the Village, as specifically defined in Section 2 of this First Amended Agreement. Subject to all of the conditions, limitations and restrictions in this First Amended Agreement, the Village shall be liable to BCR for disbursement of monies hereunder only to the extent of the Sales Tax Receipts actually received by the Village from the Illinois Department of Revenue or other applicable State governmental agency. Further, any payments due to BCR from the Village pursuant to the First Amended Agreement shall be reduced by an amount equal to all collection fees imposed upon the Village by the State of Illinois or the Illinois Department of Revenue or other applicable governmental agency or body, for collections of revenues to be shared. BCR shall have no right to, and agrees that it shall not, compel any exercise of the taxing power of the Village to pay the EIP, and no execution of any claim, demand, cause of action, or judgment shall be levied upon or collected from the general credit, general funds, or other property of the Village. No recourse shall be had for any payment pursuant to this First Amended Agreement against any past, present, or future director, member, elected or appointed officer, official, independent contractor, agent, attorney, or employee of the Village in his or her individual capacity.

**E. Consent to Payment to BCR.** By signing the First Amended Agreement, BCR and each and all of its successors and assigns acknowledges and represents to the Village and each and all of its elected and appointed officers, officials, employees, agents, attorneys, independent contractors successors and assigns (hereinafter for convenience collectively referred to as the "Village Representatives") that no representations, warranties (except that this First Amended Agreement has been duly enacted by the Village in accordance with all applicable laws), advice and/or statements of any kind or nature have been made by any of the Village Representatives that upon the First Amended Agreement becoming effective that:

1. The State of Illinois will continue to share sales tax receipts with the Village;
2. The State of Illinois will continue to authorize and/or permit economic incentive agreements and payments pursuant thereto; and/or

**SECTION 5. BCR'S OBLIGATIONS.** Village's obligation to make the EIP's as provided for in this First Amended Agreement is conditioned upon BCR's performance of the following acts and obligations. BCR's performance of such is material to this First Amended Agreement, and BCR's failure to perform such, subject to the provisions of notice and cure in Section 7. B., shall be deemed a breach of this First Amended Agreement for which the Village

may immediately suspend and withhold payment of the EIP's or declare the First Amended Agreement terminated and pursue all lawful remedies available to it.

A. BCR shall provide to the Village a copy of all fully executed agreements with Ford Motor Company relating to the long-term relocation of the Elmhurst Ford Franchise to the Property and BCR shall also provide to the Village within three (3) business days of receipt thereof any notices or actions by the Ford Motor Company impacting the use of the Property as the site for said Ford Franchise.

B. BCR shall offer to sell to the Village any Ford Motor Company vehicle offered for sale by BCR at the State bid price, provided nothing herein shall be construed to require the Village to accept such offer or purchase of any vehicles from BCR.

C. BCR shall provide to the Village a copy of those ~~portions of~~ Ford Motor Company's sales and service agreement which allows BCR to sell commercial trucks and operate on ~~Property #2 and~~ BCR shall also provide to the Village within ~~three (3)~~ business days of receipt thereof any notices or actions by the Ford Motor Company impacting the use of the Property #2 as the site for said Ford Franchise.

D. BCR shall maintain for the duration of Term as set forth in this First Amended Agreement copies of any and all sales tax returns, sales tax reports, amendments, proof of payment or any other sales tax information filed with the State of Illinois or other applicable governmental entity with respect to the Property. Such documents shall be available for inspection by the Village at all reasonable times and copies thereof shall be promptly provided to the Village if the Village requests such.

D. BCR shall provide the Village with all authorization necessary for the State's release of Sales Tax information to the Village.

E. BCR shall establish and must maintain throughout the Term set forth in this First Amended Agreement, a procedure whereby all of BCR's internet generated sales of vehicles and parts which generate Sales Tax is administered so that all receipts of such Sales Tax permitted by law therefrom flow to the Village.

F. BRC shall complete the Project no later than December 31, 2013, and shall compete Project #2 no later than December 31, 2013. BCR shall maintain the Property and Property #2 at all time in compliance with all Village codes and ordinances and shall not at any time place or permit to be placed any vehicles, signage of any kind, including all temporary signs, or other objects on any roadway easement right-of-way or parkway. Further BCR shall not at any time place or permit to be placed any temporary trailer signs on any portion of the Property or Property #2, except that BCR shall be permitted to erect temporary signage and conduct in any Sales Tax Year up to four (4) "tent-sales" and/or like event on the Property and on Property #2, with each event limited to a maximum duration of eighteen (18) consecutive days.

G. BRC shall grant the Village the right to locate signage on BRC property designating entry into the Village of Bensenville on Grand and Church Roads. Said signage to be created, installed and maintained at the sole cost of the Village.

## SECTION 6. FORCE MAJEURE

A. Whenever a period of time is provided for in this First Amended Agreement for either BCR or the Village to perform any act or obligation, and BCR or the Village, as the case may be, is unable to perform or complete such act or obligation because of a Force Majeure, then upon the occurrence of any such Force Majeure, the time period for the performance and completion of such act or obligations shall be extended for a reasonable time to accommodate the delay caused by the Force Majeure.

B. Provided BCR is not in default hereunder, the Village shall continue to make any and all disbursements during any period of reconstruction or Force Majeure referred to hereinabove to which BCR would otherwise be entitled hereunder for said period.

#### SECTION 7. LITIGATION AND DEFENSE OF AGREEMENT

A. Litigation. If, during the Term as set forth in this First Amended Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either party to perform its obligations under, or otherwise to comply with, this Agreement (“Litigation”), the Party against which the Litigation is filed or initiated shall promptly deliver a copy of the complaint or charge related thereto to the other party and shall thereafter keep the other party fully informed concerning all aspects of the Litigation.

B. Defense. The Village and BCR do hereby agree to use their respective best efforts to defend the validity of this First Amended Agreement and all ordinances and resolutions adopted and agreements executed pursuant to this First Amended Agreement, including every portion thereof and every approval given, and every action taken pursuant thereto. Each Party shall have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and BCR do hereby agree to reasonably cooperate with each other to carry out the purpose and intent of this First Amended Agreement.

#### SECTION 8. REMEDIES

A. Remedies. In the event of a breach or an alleged breach of this First Amended Agreement by either Party, either Party may, by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this First Amended Agreement in accordance with the provisions of Section 11 of this First Amended Agreement.

B. Notice and Cure. Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Subsection A of this Section without first providing written notice to the other party of the breach or alleged breach and allowing a period of fifteen (15) days for the curing of said breach or alleged breach, provided, however, that in the event such violation or failure cannot be cured within said fifteen (15)-day period notwithstanding diligent and continuous efforts by the Party receiving notice and said Party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

#### SECTION 9. RELEASE OF INFORMATION

To the extent permitted by law, the Village shall maintain confidentiality of the information contained in such reports; however, BCR acknowledges the Village, as a public body, is subject to the (Illinois) Freedom of Information Act, 5 ILCS 140/1 *et seq.*, the (Illinois) Open Meetings Act, 5 ILCS 120/1 *et seq.*, and other law providing for the public disclosure of information and records, and agrees to abide by the Village's determinations regarding required disclosures under such laws and not to bring any claims, actions, suits, or causes of action or to seek damages of any kind against the Village on account of any disclosure. In addition, prior to any payments to BCR pursuant to this Agreement, BCR shall provide the State with properly executed authorizations granting the Village the right to access the Sales Tax records of BCR. BCR acknowledges and agrees that the provisions of this First Amended Agreement shall be a matter of public record, as shall any and all payments made by the Village to BCR pursuant to this First Amended Agreement. BCR further covenants and agrees, that upon the request of the Village, BCR shall furnish such consents or waivers as may be required by the Illinois Department of Revenue, including but not limited to, a Consent to Disclosure Statement in form and content satisfactory to the State and BCR in order to release the above-described sales tax information to the Village. BCR agrees and acknowledges that any disbursements made by the Village pursuant to this First Amended Agreement can only be made from and to the extent of the data submitted to the State in accordance with this Section.

#### SECTION 10. PAYMENT OF VILLAGE FEES AND COSTS

General Requirements. In accordance with all applicable Village codes, ordinances, resolutions, rules, or regulations, BCR shall pay to the Village, as and when due, all application, inspection, and permit fees, and all other fees, charges, and contributions therein required as uniformly applied throughout the Village. In good faith, the Village will act diligently to promptly review and process all applications submitted by BCR.

#### SECTION 11. ENFORCEMENT

A. The Parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this First Amended Agreement, provided, however, that BCR agrees that it shall not seek, and that it does not have the right to seek, to recover a judgment for monetary damages against any elected or appointed Village officers, officials, agents, representatives, attorneys, independent contractors or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this First Amended Agreement. In addition to every other remedy permitted by law or the enforcement of the terms of this First Amended Agreement, the Village shall be entitled to withhold the issuance of building permits or certificates of occupancy for any structure on the Property and Property #2 whenever BCR has failed or refused to meet fully any of its material obligations under this First Amended Agreement. In the event of a judicial proceeding brought by any Party to this First Amended Agreement against any other party to this First Amended Agreement for enforcement or for breach of any provision of this First Amended Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding.

B. Except as otherwise set forth in this First Amended Agreement, the rights and remedies of the parties to this First Amended Agreement, whether provided by law or this First Amended Agreement, shall be cumulative and the exercise by any party of any one or more such remedies shall not preclude the exercise by it at the same time or different times of any other remedies for the same default or breach by any other party. Unless prohibited by law, any delay

by any party in instituting or prosecuting any actions or proceedings or asserting its rights under this First Amended Agreement shall not operate as a waiver of such rights in any way, it being the intent of this provision that such party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of the default involved. No waiver made by any party with respect to any specific default by any other party under this First Amended Agreement shall be construed as a waiver of rights with respect to any other default by the defaulting party under this First Amended Agreement or with respect to the particular default except to the extent specifically waived in writing or otherwise prohibited by law.

C. Upon the occurrence of any one or more of the following events during the period of time commencing as of the date of the making of this First Amended Agreement above, and ending on the date that the last EIP is made by the Village to BCR, the Village shall have no obligation of any kind or nature whatsoever to make any further EIP to BCR:

1. A material breach of this First Amended Agreement by BCR; or
2. A significant reduction in the Sales Tax receipts as a result of changes in BCR business plan or other actions by BCR during the Term set forth in this First Amended Agreement. A significant reduction in the Sales Tax receipts for purposes of this provision Section 11.C.2, in this First Amended Agreement shall mean and refer to a reduction in the amount of Sales Tax receipts which is equal to or greater than forty percent (40%) of the average of the Sales Tax receipts received by the Village in the last five (5) years during which economic incentive payments were made by the Village to BCR. Among the purposes of this provision is protection of the Village against relocation of the Franchise after incentive payments have been made or in the event that the Village declares any assignment or transfer of rights or interests void as provided in Section 13 of this First Amended Agreement and BCR proceeds with such assignment or transfer. A termination of BCR's Ford Franchise by Ford Motor Company shall not be a breach of this First Amended Agreement.

D. All judicial proceedings by the Parties to enforce State claims shall be brought in the Circuit Court for the Eighteenth Judicial Circuit, Wheaton, DuPage County, Illinois, and in the U.S. District Court for the Northern District of Illinois to enforce federal claims.

#### SECTION 12. NATURE AND SURVIVAL OF OBLIGATIONS

The Parties agree that all charges payable pursuant to the First Amended Agreement, together with interest and costs of collection, including attorneys' fees, shall constitute the obligation of the Party liable for its payment beyond the terms of this First Amended Agreement, and of the successors of such Party.

#### SECTION 13. TRANSFER OR ASSIGNMENT

BCR shall have the right from time to time to assign or transfer all or any part of its rights or interests under this First Amended Agreement in consideration of or as additional security for any financing or equipment leasing arrangement entered into by BCR. The Village agrees to execute any documents reasonably requested in connection therewith by a financing source. In all other cases, BCR'S assignment or transfer of any of its rights or interests hereunder shall be

made only upon notice and with the written consent of the Village, which shall not be unreasonably delayed or withheld. The Village agrees that any transfer or assignment to a purchaser of its Ford Franchise shall be a permitted assignment. All assignment or transfer by BCR of its rights and interest provided for under this Section 13 shall be subject to the following terms and conditions:

A. No such assignment or transfer, except such assignment or transfer to a successor Ford dealership, shall release BCR from any of its obligations under this First Amended Agreement.

B. No assignments and transfer shall violate the requirements of Section 8-11-20 of the Illinois Municipal Code, 65 ILCS 5/8-11-20, or other applicable law. Prior to consenting to such a transfer, the Village may require of BCR and BCR shall provide the Village documentation and other information demonstrating conformance therewith.

C. All assignees and transferees of all or any part of its rights or interests under this First Amended Agreement shall be subject to all terms, provisions, and conditions of this First Amended Agreement.

D. Any assignment or transfer of this First Amended Agreement or rights or interests hereunder shall be voidable, at the Village's option, within thirty (30) days after the Village receives notice of or becomes aware of such assignment or transfer, unless the Village has given its written consent to such assignment or transfer, or the assignment or transfer is in consideration of or as additional security for any financing or equipment leasing arrangement as provided for in this Section 13.

#### SECTION 14. REPRESENTATIONS AND WARRANTIES

In order to induce the Village to enter into this First Amended Agreement and to grant the rights herein provided for BCR hereby warrants and represents to the Village as follows:

A. BCR is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois.

B. BCR has the authority and the legal right to make, deliver, and perform this First Amended Agreement and has taken all necessary corporate, partnership, and venture actions to authorize the execution, delivery, and performance of this First Amended Agreement.

C. No mortgagee or any other secured party, other than those listed on Exhibit D attached hereto and, by this reference, incorporated herein, has an interest in the Property #2 as of the date of this First Amended Agreement. No such mortgagee or any other secured party listed on Exhibit D has an objection to either (i) the execution and performance of this First Amended Agreement by BCR or (ii) the binding nature of this Agreement with respect to the Property #2.

D. All necessary consents of the members of BCR and its creditors, investors, partners, franchisers, judicial or administrative bodies, governmental authorities, or other parties regarding the execution and delivery of this First Amended Agreement have been obtained.

E. That it has or will provide any consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village,) that is required in

connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

F. The individuals executing this First Amended Agreement on behalf of BCR have the full power and authority necessary to execute and deliver this First Amended Agreement on behalf of BCR.

G. The execution, delivery, and performance of this First Amended Agreement (i) is not prohibited by any requirement of law or under any contractual obligation of BCR; (ii) will not result in a breach or default under any agreement to which BCR is a party or to which BCR, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which BCR or the Property or Property #2 or any Franchise in whole or in part is or are subject.

H. BCR has made its own independent investigation and determination of all matters relating to this First Amended Agreement including but not limited to a determination of whether its terms are enforceable and that BCR has not and will not rely upon the Village Representatives in connection therewith.

#### SECTION 15. GENERAL PROVISIONS

A. Complete Agreement: Supersedence. This First Amended Agreement and Exhibits A, B, C, D, E and F, attached hereto, constitute the complete agreement of the parties regarding Economic Incentive Payments out of a portion of the Local Sales Tax Receipts to BCR and shall supersede and nullify all prior drafts and agreements concerning such matters.

B. Amendments. No amendment to, or modification of, this First Amended Agreement shall be effective unless and until it is in writing and is approved by the authorized representatives of BCR and by the Corporate Authorities by resolution or ordinance duly adopted, and executed and delivered by the authorized representative of each party.

C. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing, and shall be deemed delivered to and received by the addressee thereof when delivered in person at the address set forth below or one (1) business day after deposit thereof with any recognized private courier company that provides overnight delivery service, or three (3) business days after deposit thereof in any main or branch United States Mail, certified or registered mail, return receipt requested, postage prepaid, properly, addressed to the parties, respectively, as follows:

For notices and communications to the Village:

Village Manager  
Village of Bensenville  
12 South Center Street  
Bensenville, Illinois 60106

With a copy to:

Patrick K. Bond, Esq.  
Village Attorney  
Bond, Dickson & Associates, P.C.  
400 South Knoll Street, Unit C  
Wheaton, Illinois 60187

For notices and communications to BCR:

BCR Automotive Group, LLC  
333 West Grand Avenue  
Bensenville, Illinois 60106

With a copy to:

James R. Hardt  
Hardt, Stern & Kayne, P.C.  
2610 Lake Cook Road, Suite 200  
Riverwoods, IL 60015

By notice complying with the foregoing requirements of this paragraph, each Party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no such notice of change of address shall be effective unless in writing and until actually received.

D. Governing Law. This Agreement and the rights of the Parties hereunder shall be governed by, and construed, interpreted, and enforced in accordance with the laws of the State of Illinois.

E. Interpretation. This First Amended Agreement has been negotiated by all Parties and shall not be interpreted or construed against the Party drafting the First Amended Agreement.

F. Change in Laws. Except as otherwise explicitly provided in this First Amended Agreement, any reference to laws, ordinances, rules, or regulations of any kind shall include such laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. Headings. The headings of the sections, paragraphs, and other parts of this First Amended Agreement are for convenience and reference only and in no way define, extend, limit, or describe the meaning, scope, or intent of this Agreement, or the meaning, scope, or intent of any provision hereof.

H. Time of Essence Time is of the essence in the performance of all terms and provisions of this First Amended Agreement.

I. No Third Party Beneficiaries. Except, as expressly provided herein, nothing in

this Agreement shall create, or be construed to create, any third-party beneficiary rights in any person or entity not a signatory to this First Amended Agreement.

J. Exhibits. All Exhibits attached to this First Amended Agreement, are incorporated herein and made a part hereof by this reference.

K. Counterparts. This First Amended Agreement may be executed in identical counterparts and all of said counterparts shall, individually and taken together, constitute the First Amended Agreement.

L. Severability. If any provision, condition, covenant or other clause, sentence or phrase of this First Amended Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised and the invalidity thereof shall not affect any other provision, condition, covenant or other clause, sentence or phrase contained herein. Notwithstanding the foregoing, if any such invalid provision goes to the essence of this First Amended Agreement so that the purpose of this First Amended Agreement cannot be fulfilled, then this First Amended Agreement shall terminate as of the date of such judgment.

M. Expansion. In the event that after the Effective Date of this First Amended Agreement BCR expands its business within the Village at a location or locations not now included in this Agreement and if its plans for development and/or redevelopment qualify for economic incentive payments, then, the Village encourages BCR to seek an amendment to this First Amended Agreement and in good faith the Village shall consider the approval of such amendment or amendments.

IN WITNESS WHEREOF, the parties have caused this First Amended Agreement to be executed by their duly authorized representatives as of the date first above written.

VILLAGE OF BENSENVILLE

BCR AUTOMOTIVE GROUP, LLC

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

EXHIBIT A  
LEGAL DESCRIPTION OF BCR  
\_\_\_\_ Property — Cook County, Illinois

PARCEL 1:

PARCEL 2:

PIN NO.

EXHIBIT B

**SALES TAX REBATE PROJECTIONS**

Year	Projected Sales Taxes	For Illustrative Purposes Sales Tax Allocation		Maximum Sharing	Minimum Annual Allocation
Commencing April 1	Roesch Ford	Village	Roesch	Roesch	Bensenville
		25% thru 2013 & 50% thereafter	75% thru 2013 & 50% thereafter		
2011	108,000	27,000	81,000		
2012	216,000	54,000	162,000		
2013	256,500	64,125	192,375		
2014	258,375	129,188	129,188		100,000
2015	271,500	135,750	135,750		100,000
2016	273,375	136,688	136,688		100,000
2017	273,375	136,688	136,688		100,000
2018	273,375	136,688	136,688		100,000
2019	273,375	136,688	136,688		100,000
2020	273,375	136,688	136,688		100,000
2021	273,375	136,688	136,688		100,000
2022	273,375	136,688	136,688		100,000
2023	273,375	136,688	136,688		100,000
2024	273,375	136,688	136,688		100,000
2025	273,375	136,688	136,688		100,000
2026	273,375	136,688	136,688		100,000
<b>Total</b>	<b>4,117,500</b>	<b>1,913,625</b>	<b>2,203,875</b>	<b>2,350,000</b>	

EXHIBIT C  
BCR PROJECT SUMMARY

EXHIBIT D

LEGAL DESCRIPTION PROPERTY #2

EXHIBIT E  
SALES TAX REBATE PROJECTIONS PROPERTY #2

EXHIBIT F

PROJECT #2 DESCRIPTION

**TYPE:** Presentation **SUBMITTED BY:** Village President **DATE:** July 18, 2012

**DESCRIPTION:** LibertyFest check presentation by the American Legion.

**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:** N/A

**DATE:** N/A

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The American Legion will present the Village President Soto with a check for a portion of their proceeds from concessions during LibertyFest.

## PROCLAMATION

### HONORING POLICE OFFICER BRUCE NICHOLS UPON HIS RETIREMENT FROM THE VILLAGE OF BENSENVILLE POLICE DEPARTMENT AFTER 27 YEARS OF SERVICE

Whereas, Officer Nichols began his law enforcement career with the Village of Bensenville Police Department on April 5, 1985; and

Whereas, Officer Nichols graduated from the Chicago Police Academy on June 28, 1985; and

Whereas, Officer Nichols received numerous Department Commendations and Honorable Mentions during his career as Bensenville Police Officer; and

Whereas, Officer Nichols performed specialized duties as a High School Liaison Officer, a Juvenile Officer, a Field Training Officer, an Evidence Technician, an Arson Investigator and a Motorcycle Officer during his career as a Bensenville Police Officer; and

Whereas, Officer Nichols served as the Acting Shift Commander in absence of a Sergeant on his patrol shift; and

Whereas, Officer Nichols retired from the Bensenville Police Department on June 17, 2012.

NOW, THEREFORE, BE IT PROCLAIMED, that the Village of Bensenville acknowledges the contribution that Officer Bruce Nichols has made to the citizens of the Village of Bensenville during his successful career in law enforcement and wish him a well-deserved retirement.

Dated this 24<sup>th</sup> Day of July, 2012

---

*Susan Janowiak*  
Village Clerk

---

*Frank Soto*  
Village President

**PROCLAMATION**  
*honoring*  
**FIRST UNITED METHODIST CHURCH OF BENSENVILLE FOR**  
**CELEBRATING 175 YEARS**

WHEREAS, the first congregation of what is now the First United Methodist Church of Bensenville held its first formal service in North Northfield on July 25, 1837 officiated by Rev. Jacob Boaz; and,

WHEREAS, the first congregation was comprised primarily of a group of people of German descent from Warren, Ohio and they were a hard-working people intent on farming and in their search for a communal expression of their faith, initially gathered at one another's homes for worship; and,

WHEREAS, from 1837 – 1847 the congregation had no formal preacher or meeting place; services were held located in southwest Bensenville, along Salt Creek in Dunkee's Grove. The meeting place was moved to an old school building which now is part of O'Hare Airport; and in 1853, Henry Schmidt donated a parcel of land located at the corner of Third Avenue and Church Road and the first church building was erected there and was dedicated into service in 1854; and in 1865, the building was moved to Cogswell Corner on Irving Park and Mt. Prospect Roads; and in 1874 a new church was built at this location and in 1887 the congregation moved to East Lincoln Street and remained at this location until 1967; and,

WHEREAS, between 1943 and 1947, the church was removed from mission status and became a self-support congregation; and,

WHEREAS, in 1960 the congregation accepted the challenge to build a new church and was dedicated on November 12, 1967. The name of the church was formally changed to *The First United Methodist of Bensenville* in 2002; and

WHEREAS, the motto of First United Methodist Church is “*Open Hearts...Open Minds...Open Doors*”; and,

WHEREAS, the Village of Bensenville encourages open communication and participation with all our faith-based organizations;

NOW, THEREFORE, I, Frank Soto, President of the Village of Bensenville, do hereby proclaim July 25, 2012, the 175<sup>th</sup> anniversary celebration as

**The First United Methodist Church of Bensenville Day**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Bensenville to be affixed this 24th day of July of the year of 2012.

  
Susan V. Janowiak  
Deputy Village Clerk

  
Frank Soto  
Village President

**TYPE:** Resolution      **SUBMITTED BY:** Joe Caracci      **DATE:** 6/28/2012

**DESCRIPTION:** Resolution authorizing payment to the Illinois Environmental Protection Agency for our annual wastewater treatment plant NPDES operating permit in the amount of \$17,500.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**ASSIGNED COMMITTEE:** N/A – I&E Standing Committee      **DATE:** July 24, 2012

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**BACKGROUND:**

Each year the Village is required to acquire NPDES Permits from the Illinois Environmental Protection Agency (IEPA). NPDES stands for National Pollutant Discharge Elimination System. These permits are necessary for agencies that operate either storm sewer or sanitary sewer collection and/or treatment systems. The Village holds a number of these permits for our individual systems.

**KEY ISSUES:**

The Wastewater Treatment Plant NPDES Permit totals \$17,500, which is above staff's authorization limit. Thus we are bringing this expense to the Village Board for formal authorization. Due to the ministerial nature of this payment, the item is being placed directly on the Standing Committee agenda.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends authorization to pay the permit.

**BUDGET IMPACT:**

\$17,500 total permit fee. This item was included in the FY2012 budget.

**ACTION REQUIRED:**

Approve a Resolution authorizing payment to the Illinois Environmental Protection Agency (IEPA) for our annual Wastewater Treatment Plant NPDES Operating Permit in the amount of \$17,500.00



Illinois Environmental Protection Agency  
Division of Water Pollution Control  
1021 North Grand Avenue East  
Springfield, IL 62794-9276

### Annual NPDES Permit Fee Billing Notice

Billing Notification for the Period July 1, 2012 through June 30, 2013

VILLAGE OF BENSENVILLE-SOUTH PLT 1  
12 SOUTH CENTER  
BENSENVILLE, IL. 60106

Billing Date: 6/20/2012

Payment Due Date: 08/01/2012

RECEIVED JUN 22 2012

NPDES Permit Id: IL0021849

Permittee Type: Municipal

Regulated Entity: VIL OF BENSENVILLE STW SO 1 - 711 EAST JEFFERSON, BENSENVILLE, IL. 60106

#### BILL AMOUNT

Based upon information contained within your NPDES Permit, you have been assigned to the following categories and assessed fee(s) based on these categories for the current billing cycle:

Domestic Sewage >= 1,000,000 GPD & < 5,000,000 GPD	Fee Amount = \$15,000.00
Sludge Generators	Fee Amount = \$2,500.00

Current Fee Amount(s) From Above = \$17,500.00

Past Due Fee Amount(s) From Prior Year(s) = \$0.00

Interest on Past Due Amount(s)\* = \$0.00

Total Amount Due = \$17,500.00

*\*Please note that daily interest will continue to accrue until past due amounts are PAID IN FULL*

#### PAYMENT INFORMATION

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 36-600-5794

If you no longer need your permit because the activity under permit coverage has been discontinued, it is your responsibility to request a permit termination: E-mail [EPA.NPDESFees@illinois.gov](mailto:EPA.NPDESFees@illinois.gov) to start the termination process. You must initiate the termination process prior to the due date. The fee is due and payable if the termination request is not received by the due date. Also, all fees and interest amounts due from prior years are due and payable.

To pay your NPDES Fee(s) online please visit the following web address:

<http://dataservices.epa.illinois.gov/epaymentsportal/default.aspx>

All checks and/or money orders should be made payable to: Illinois EPA. To ensure proper credit, please reference your NPDES Permit ID number on your check, include a copy of this original document, use the enclosed return envelope and mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794.

#### YOUR INFORMATIONAL NEEDS

Please direct any technical/permit questions to the Permit Section at (217) 782-0610. If you have a specific question about the dollar amount of your fee, e-mail your question to: [EPA.NPDESFees@illinois.gov](mailto:EPA.NPDESFees@illinois.gov). If you have general questions about the NPDES Program and associated fee amounts; see the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>

If the address above is incorrect, please complete and sign the Address Correction Form found at:

[http://www.epa.state.il.us/water/permits/waste-water/forms/Address\\_Correction\\_Form.doc](http://www.epa.state.il.us/water/permits/waste-water/forms/Address_Correction_Form.doc)

**RESOLUTION NO.**

**AUTHORIZING PAYMENT TO  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR OUR  
ANNUAL WASTEWATER TREATMENT PLANT NPDES OPERATING  
PERMIT IN THE AMOUNT OF \$17,500.00**

WHEREAS the Village of Bensenville, owns and operates a wastewater treatment facility, and

WHEREAS the Illinois Environmental Protection Agency requires agencies that operate storm water collection systems, sanitary sewer collection systems, and wastewater treatment plants to obtain a National Pollutant Discharge Elimination System (NPDES) permit, and

WHEREAS the cost of the permit for the Village of Bensenville Wastewater Treatment Facility exceeds staff's authorization limit of \$10,000.

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 the Illinois Environmental Protection Agency for our NPDES Permit in the amount of \$17,500.00.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2012.

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Susan Janowiak  
Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**TYPE:** Presentation **SUBMITTED BY:** Dan Di Santo **DATE:** July 18, 2012

**DESCRIPTION:** Presentation by AECOM of the Village of Bensenville Comprehensive Economic Development Strategy – Final Draft.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** N/A

**DATE:** N/A

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**BACKGROUND:**

In 2010, the Federal Aviation Administration (FAA) awarded the Village an \$800,000 grant with a \$200,000 Village match, to prepare an Airport Compatibility Study. The purpose of the study is to position the Village to best capture future benefits of our location adjacent to O'Hare Airport while preserving our quality of life. On May 10, 2011, the Village Board passed Resolution #49-2011 authorizing execution of a contract with AECOM for \$877,500 to perform the study. In addition to a thorough land use and economic development analysis, the AECOM study also focused on storm water management and marketing. After over a year of development, including over 40 stakeholder interviews and over 275 members of the public attending two open houses, AECOM presents their Comprehensive Economic Development Strategy – Final Draft. AECOM will be present during the Board meeting to present their findings for input and discussion from both the Village Board and the CDC.

**KEY ISSUES:**

The Comprehensive Economic Development Strategy – Final Draft is uploaded to the T:\Drive under “AECOM” and the draft presentation by AECOM is attached. Along with the Village Board, the members of the CDC have been invited to participate in the study discussion. We encourage an open dialogue about the study and look for direction on any changes, additions and suggestions to the plan.

No action is required on the study at this time since it is in draft form. Following input from the joint Board/CDC group, staff suggests that AECOM update the plan based on the feedback received and present to the CDC following a 30 day public comment posting of the updated plan.

**ALTERNATIVES:**

- Provide feedback and direction on the final draft of the study
- Discretion of the Board

**RECOMMENDATION:**

Review and comment on the study findings as presented by AECOM.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Provide initial feedback on the study and remand the Comprehensive Economic Development Strategy to the CDC for consideration.



# Comprehensive Economic Development Strategy

## Village of Bensenville

June 26, 2012



**AECOM**

# “A Unique Moment In Time”

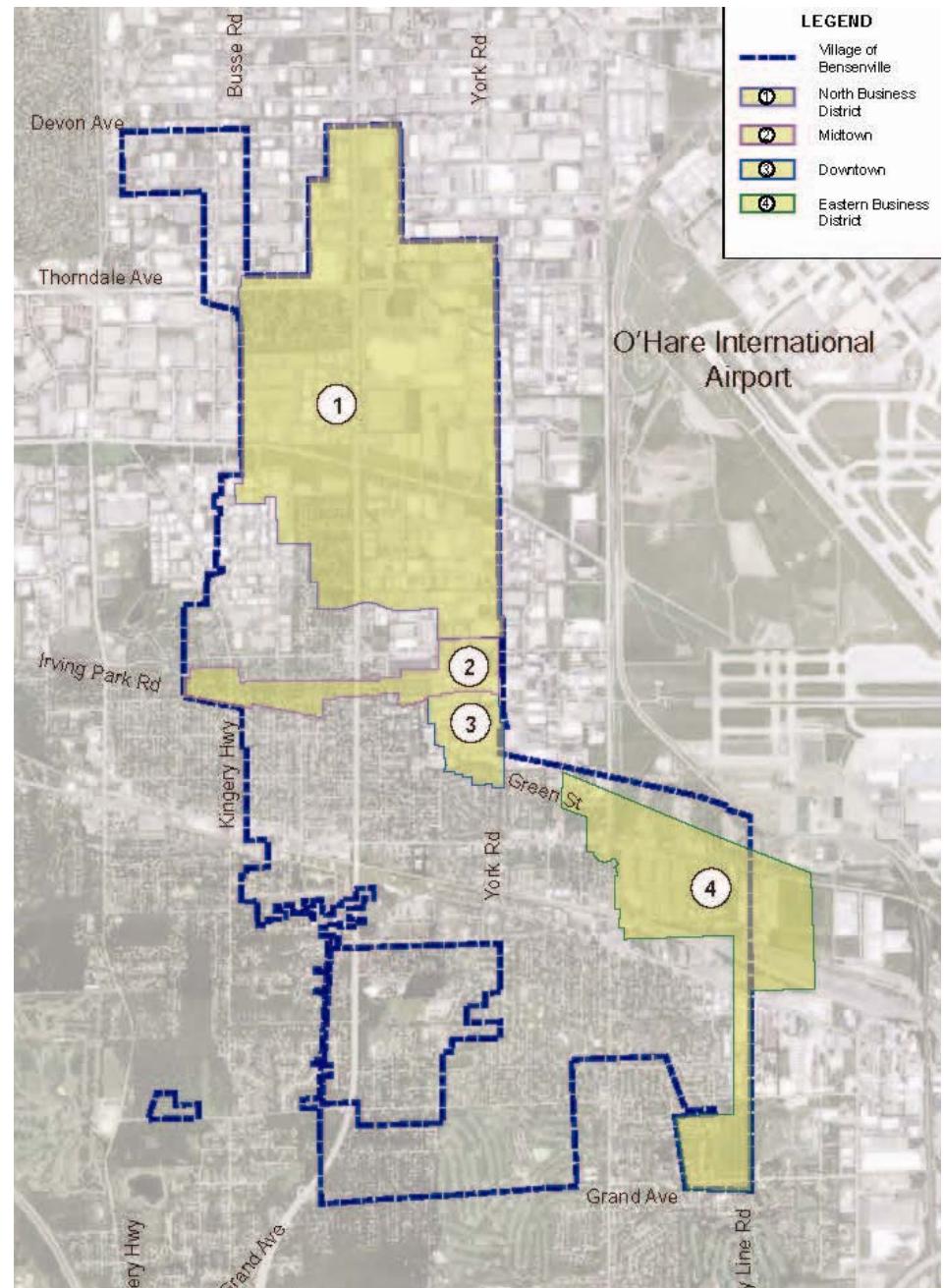


# Approach



# Study Area

- Northern Business District
- Irving Park Road Corridor
- Downtown
- Eastern Business District



# Accomplishments

- Clarified rail quiet zone questions
- Completed GIS field surveys
- Completed more than 40 stakeholder interviews and two public meetings
- Developed neighborhood plans
- Provided a vision for streetscape & signage
- Assessed intermodal transportation plans
- Evaluated stormwater system challenges
- Assessed real estate development trends



# Accomplishments

- Assessed the impact of ORD / OMP on Bensenville
- Provide an aviation industry framework
- Evaluated the fiscal position of the community
- Reviewed EOWB and grade separation plans along Irving Park
- Discussed options for emergency water connections in the community
- Facilitated a conversation with the Canadian Pacific Railroad
- Provided insights regarding geothermal and rooftop solar opportunities
- Forwarded economic development strategy recommendations for the community to consider
- Identified community infrastructure priorities for the next 10 to 15 years

# Guiding Principles



# Guiding Principles

- Enhance the Village's fiscal position
- Sustain the viability of the Northern and Eastern Business Districts as locations for higher value economic activity
- Sustain Bensenville's already solid location for industrial and distribution activity, by reinvesting in municipal infrastructure
- Maximize economic opportunities from OMP and EOWB investments
- Strengthen the residential fabric and enhance quality of life
- Provide a framework to manage pressure for land use change

# Guiding Principles

Although the “dust has settled” in some ways, much remains to unfold:

2015: New Eastern Gateway / Irving Park Corridor – Grade separated CP and UP lines

2018: ORD projected to recover to pre-recession passenger levels

2018: ORD airline lease renewal and influence on the Western Terminal

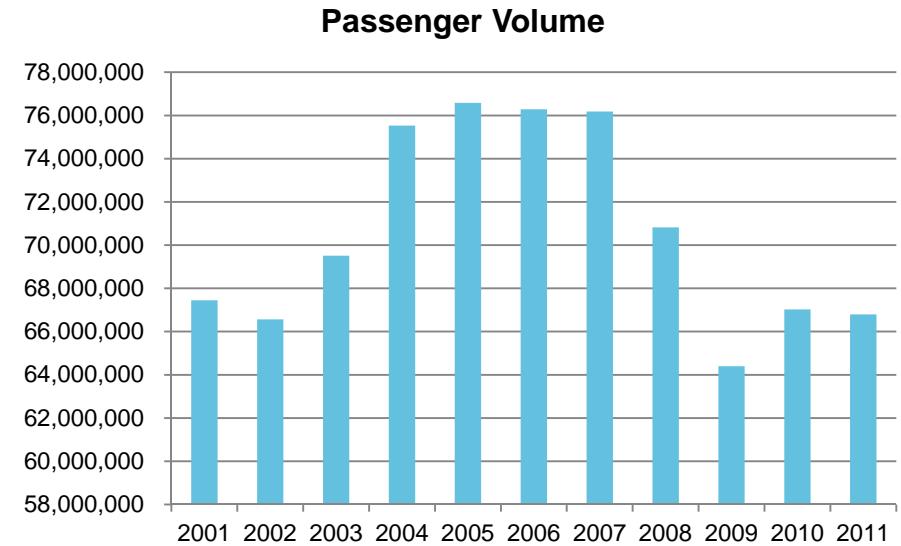
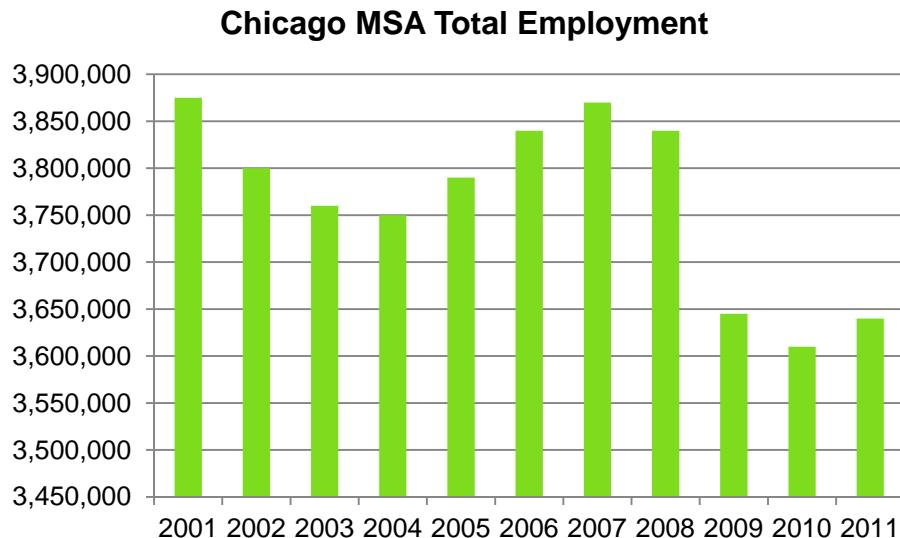
2025: Estimated EOWB completion

# Big Ideas

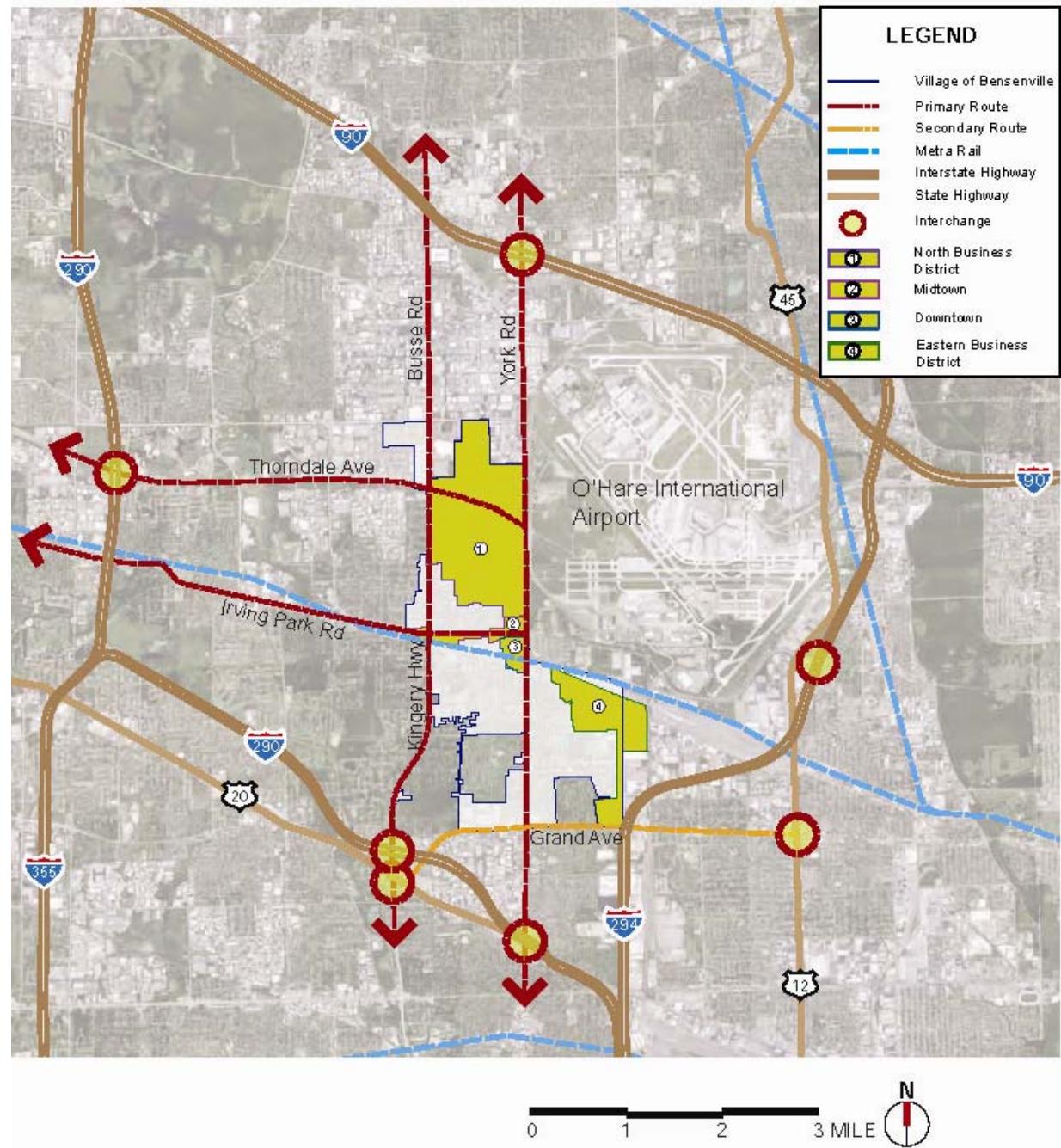


# Recession and Recovery

- Metropolitan area employment below 2000 levels
- ORD Passenger levels – recovered to 2001 levels
- Fiscal Implications



# Road Access



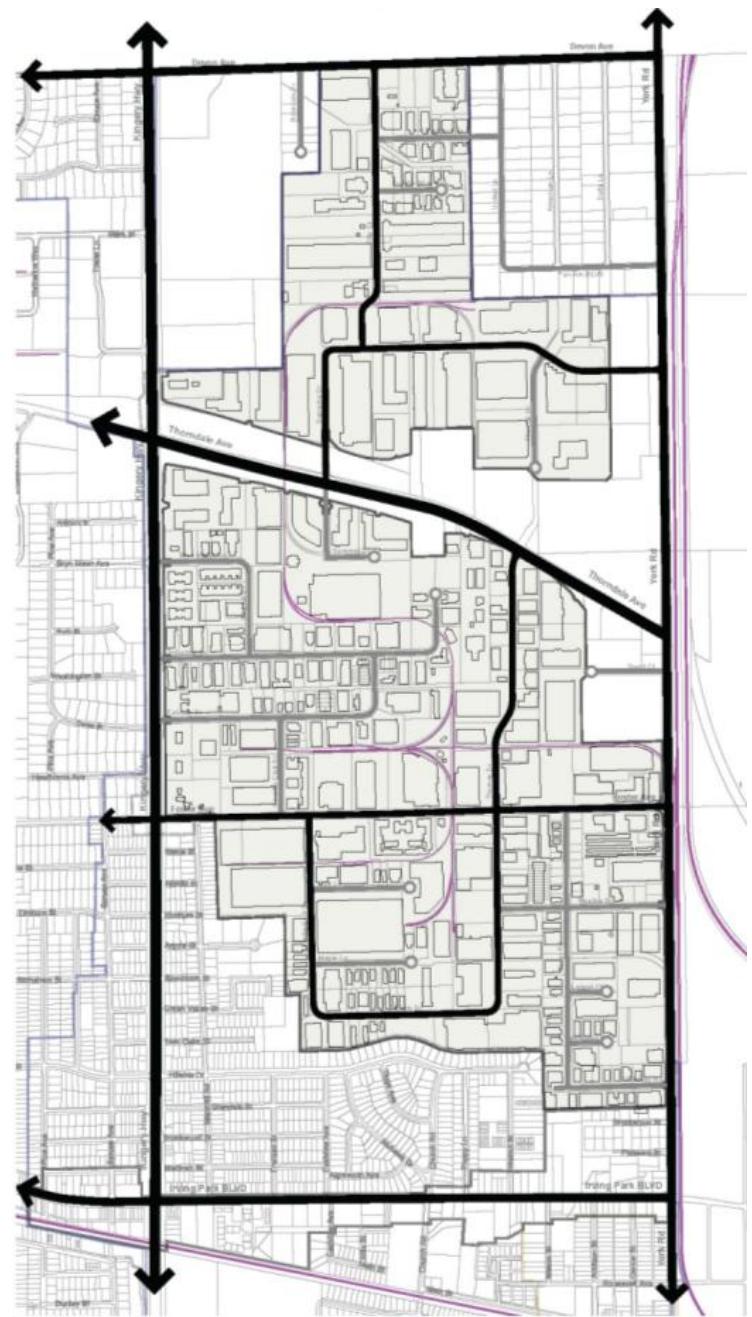
# Rail Access



# Project Scale

## Northern Business District

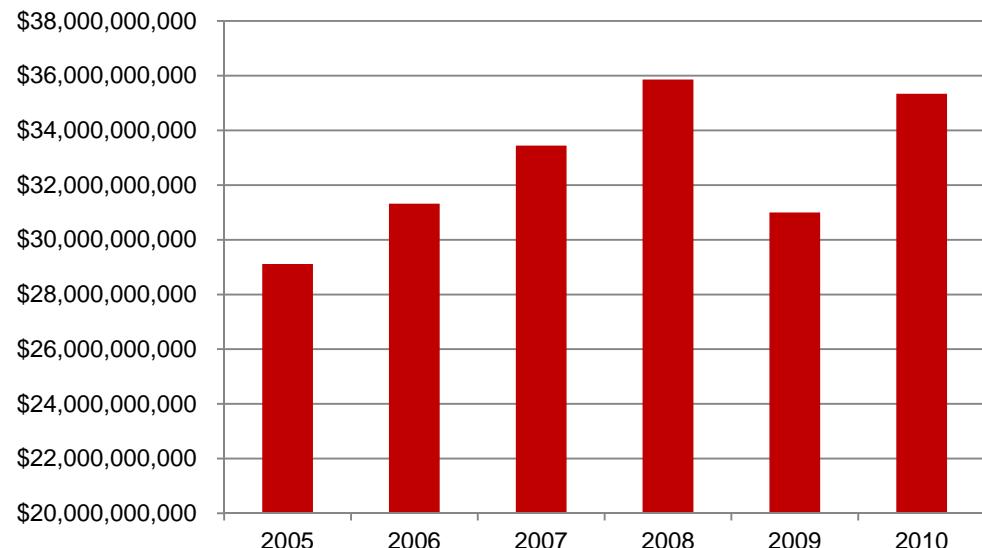
- 638 *improved acres*
- *Lot coverage 44%*
- *27 million square feet*



# ORD – Global Export Hub

- The dollar value of exports out of ORD has increased at a 4% annualized rate since 2005
- Exports to China increased from \$1.8 Billion to \$3.9 Billion
- China will soon exceed Japan as one of ORD's top export countries

**Dollar Value of Exports Through ORD, 2005-2010**



# EOWB

- Redefines access
- Up to 4 key interchanges
- Approximately \$3 billion in construction investment
- Significant impact on traffic movement around ORD
- Completion: 2025?



# Aerotropolis / Airport City

Beyond EOWB / OMP and the Western Terminal:

- High value exports move through ORD
- Overseas air connections
- Vision: blur traditional lines between community and airport

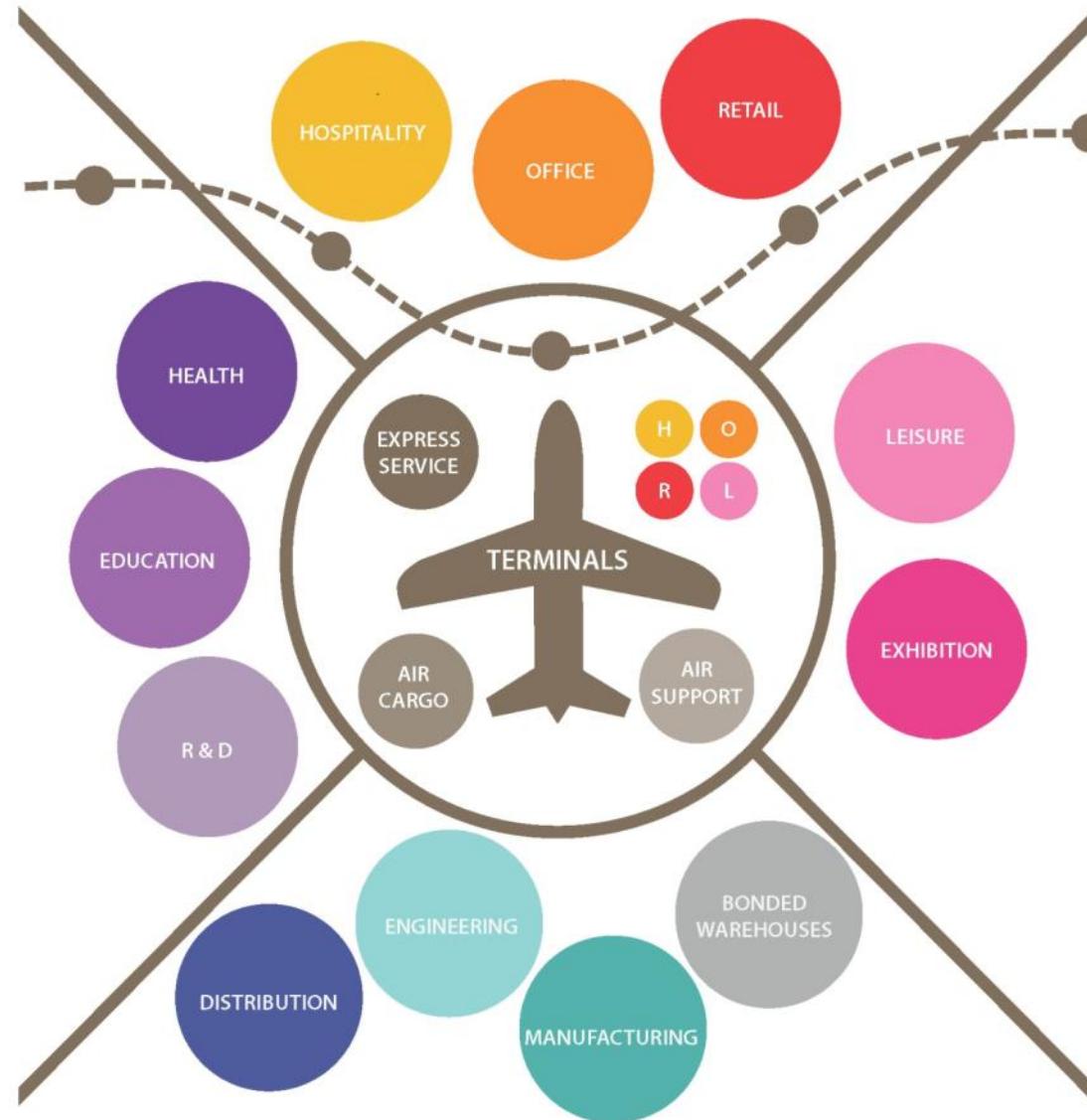


# Aerotropolis / Airport City

## Growth in Global Flights



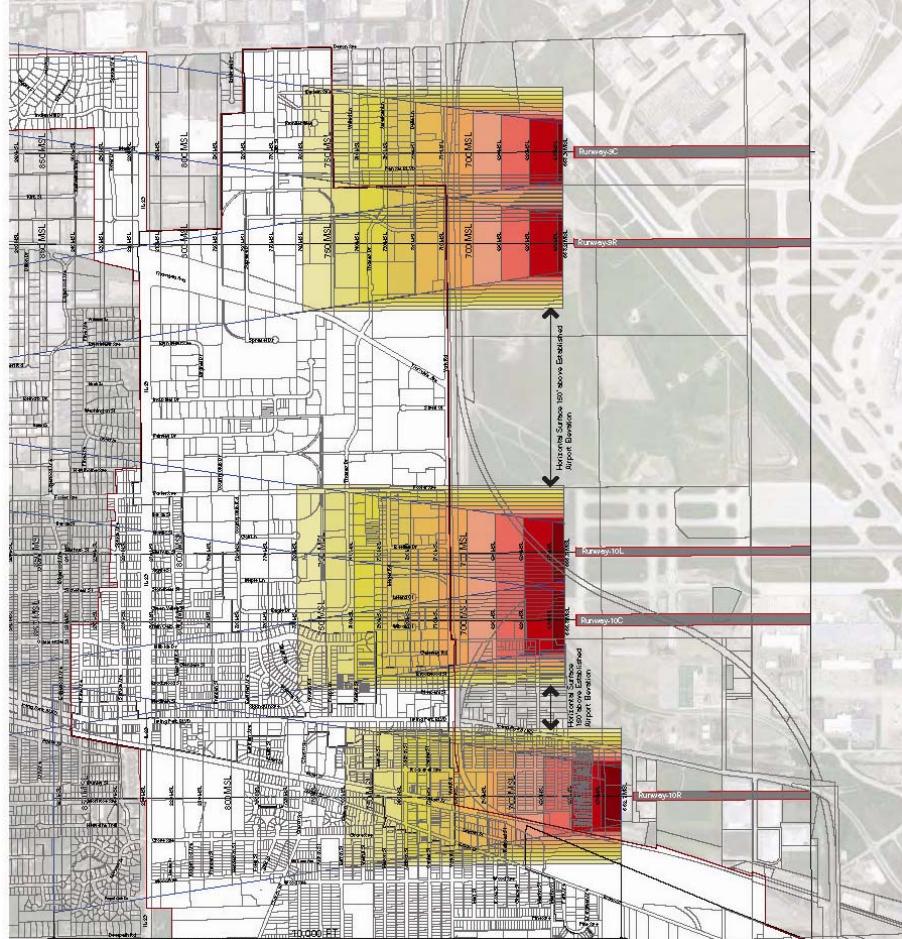
# Aerotropolis / Airport City: Land Use



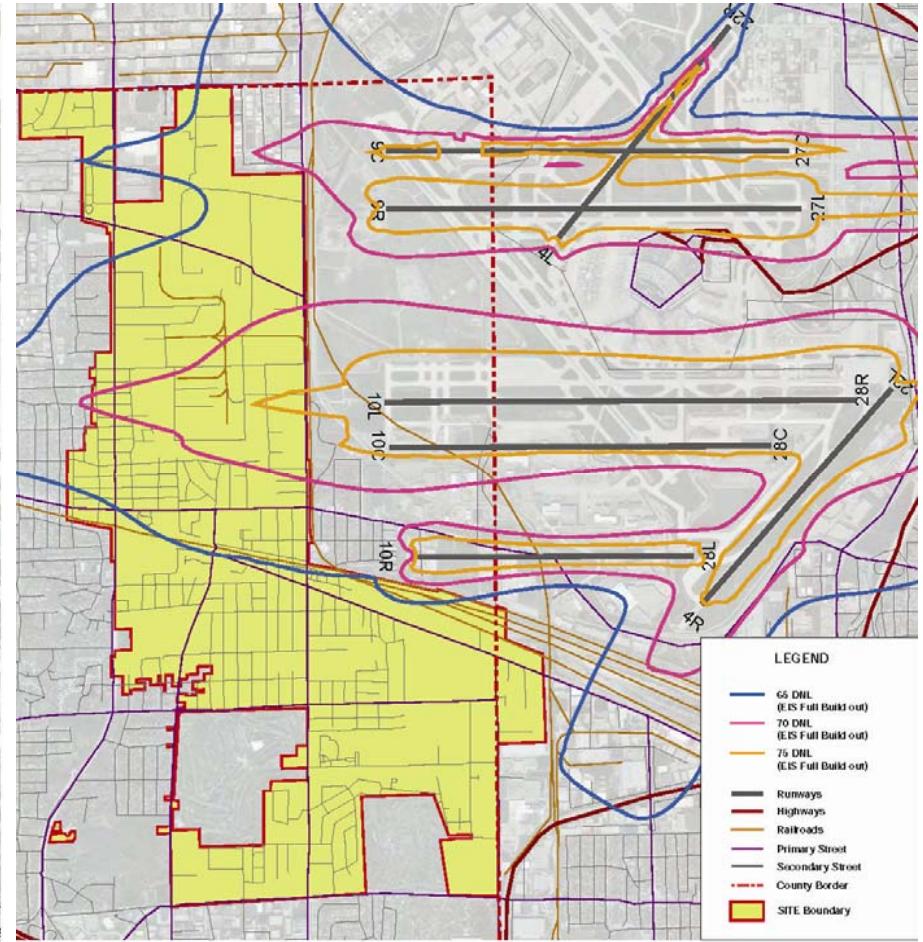
# Real Estate Implications

Market	With EOWB and West Terminal - 2035	With EOWB and Without Terminal - 2035
<b>Industrial / Flex</b>	1.5 million sf gross- Gradual shift from warehouse to higher value flex (office, industrial, and distribution).	2 million sf gross - Gradual shift from warehouse to higher value flex (office, industrial, and distribution).
<b>Office</b>	500,000 sf - Focused primarily along and East of Thorndale Corridor. Densities are expected to be in a 4 to 6 story range, with the possibility for taller buildings along Thorndale.	300,000 sf - Focus on Green Street. General densities are expected to be in a 3 to 6 story range, with surface parking
<b>Destination Retail</b>	175,000 to 250,000sf - focus on 1 or 2 larger format stores on sites proximate to EOWB interchanges. Total includes related pad sites	Up to 175,000 sf - focus on 1 or 2 larger format stores on sites proximate to EOWB interchanges. Total includes related pad sites
<b>Neighborhood / Community Retail</b>	75,000 to 100,000 sf - neighborhood retail plus restaurants (hotel / pad sites).	50,000 to 70,000 sf - neighborhood commercial & services.
<b>Residential</b>	1,100 Total Units; 35% multi-family	700 Total Units; 20% multi-family
<b>Hotel Rooms</b>	Range of 370 to 1,230 rooms, based on which airlines locate on West Side	Modest opportunity: 100 to 200 rooms
<b>Airport Services</b>	Off-Airport Parking for sites close to West Terminal Access. 1,500 to 2000 spaces, surface or deck	not applicable

# Aviation / Land Use Implications



Height Impacts



Noise Impacts

# Vision



# Vision – Existing Conditions

Unique, varied environments: Broad range in:

- Downtown commercial
- Commercial corridors
- Industrial & distribution
- Residential areas
- Densities
- Land use types
- Building conditions
- Traffic levels
- Pedestrian access
- Vehicle and truck access
- Grade crossings

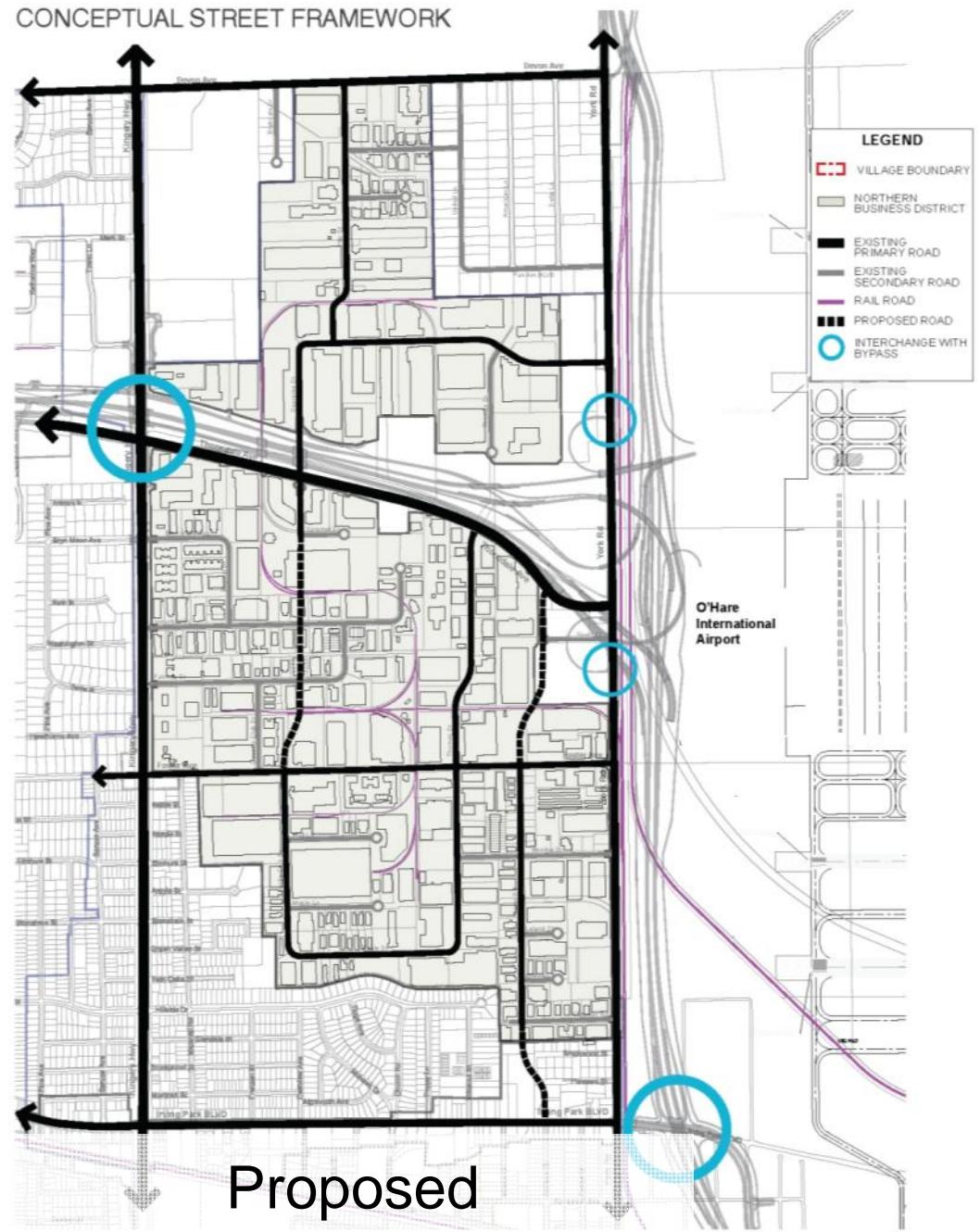
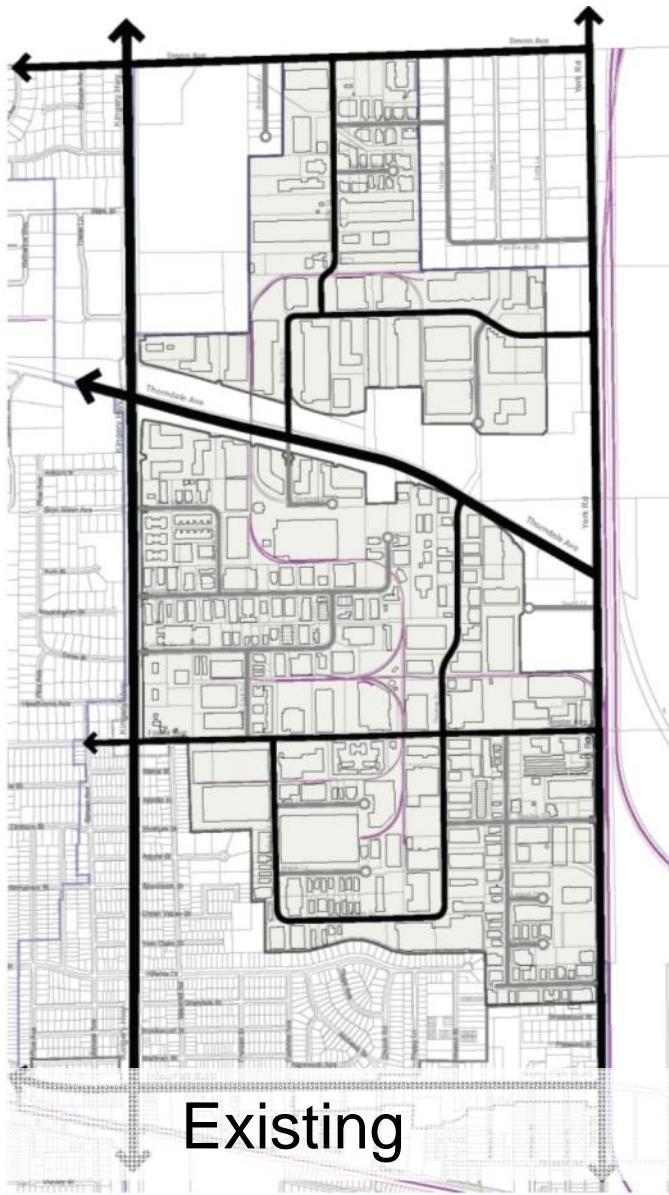
# Vision – Existing Conditions

## Evaluate Building Stock

- Building Height
- Clear Span
- Truck Docks
- Rail access
- Age and condition



# Connectivity



# Vision – Office Infill

Suburban office /  
hotel complex

Includes  
structured parking



# Vision – Corridor Revitalization



# Vision – Corridor Revitalization



# Vision – Streetscape Improvements



- ① Light fixture/banner
- ② Monuments
- ③ Low shrub hedge
- ④ Site furnishings
- ⑤ Signage



# Vision – Downtown



# Vision – Downtown



# Vision – Green Street Corridor



# Vision – Grand & County Line



# The Economic Development Strategy



# The Strategy – Philosophical Moment

“The difficulty lies not in accepting the new ideas, but in escaping from the old ones”

*John Meynard Keynes*

# The Strategy - Key Elements

Enhance the Village's fiscal position

Maximize economic opportunities from OMP & EOWB Investments

Sustain the viability of the Northern and Eastern Business districts as locations for higher value economic activity

Enhance north-south connectivity through Downtown and the Northern Business District

Sustain the residential fabric in support of expanded retail opportunities

Organize and grow economic development capacity

# The Strategy - Policy Framework

As a built-out community, Bensenville faces practical challenges in encouraging infill redevelopment:

- Increasing difficulty of getting financing for projects
- Perceptions of increased risk
- Uncertainty regarding environmental conditions
- Delays created by extended entitlement and development review policies

# The Strategy - Policy Framework

## **Successful policy responses have emerged:**

- Building public consensus and involvement upfront
- Identifying important sites and securing preliminary entitlements for their redevelopment
- Improve the appeal of infill sites with targeted infrastructure and access improvements
- Marketing infill sites aggressively

The underlying theme is the potential need for a more active public sector role in shaping the future

# The Strategy - Policy Framework

## Key Themes

- Role of the Village: Active or Passive?
- 75% of economic development is retaining businesses you already have, and encouraging them to grow
- Adapt infrastructure to changing needs
- Importance of workforce development / training
- Penetrate export markets

Economic development is a contact sport

# Recommendations – Economic Development

For the Village to fully benefit in the long term from the OMP and EOWB, the following will also be needed:

- Expanded organizational capacity at the Village level in economic development
- Deeper partnerships with local public, private, and institutional entities, including pursuit of shared services.
- Deeper connections with local companies
- Expanded marketing, to shift and redefine perceptions about the community.
  - Current work with Grisko & Associates

# Recommendations – Economic Development

We recommend that the Village adopt a deliberate and pragmatic strategy, rather than one that is accidental or reactionary, to engage with residents and property owners. Elements could include:

- The Village needs to consider a transition to a home rule form of government
- Make strategic decisions regarding existing Village-owned land, to encourage assemblage of larger sites for eventual development
- Make strategic decisions regarding infrastructure investment

# Short-Term Priorities

## ***Priorities – Near-Term 1-3 years***

- Implement Marketing Priorities – Tagline / Logo
- Finish SSA 9
- Complete Green / York water mains / resurfacing
- Eastern Business District Infrastructure
- Foster Avenue Resurfacing
- Streetscape Improvement Projects – Irving Park Road
- Implement Quiet Zones
- Coordinate with CP on projects

# Mid / Long-Term Priorities

## ***Priorities – Mid-Term - 3 to 6 years***

- Stormwater improvement projects
- Begin Study of major road improvement projects
  - Meyer Road Extension to Irving Park Road
- Evaluate rooftop solar opportunities

## ***Priorities – Long-Term - Beyond 6 years***

- Stormwater improvement projects
- Implement major road projects



Bensenville.....

.....where “Opportunity” takes off



# Stormwater Perspectives

Problem Area	Description	Cost
<b>B1 – Center and Roosevelt</b>	Sewer Replacement	\$1,190,000
<b>B2 – Grove and Wood</b>	Sewer Replacement	\$360,000
<b>B3 – High School / Church &amp; Main</b>	Sewer Replacement	\$1,460,000
<b>B4 – High School / Route 83 &amp; Irving Park</b>	New Sewers and Detention Basins	\$6,610,000
<b>B5 – Route 83 and Irving Park</b>	New Sewers and Detention Basin	\$5,950,000
<b>B6 – Glendale and Franzen</b>	Sewer Replacement	\$1,860,000
<b>Subtotal</b>	Bensenville Ditch Watershed	\$17,430,000 17,430,000
<b>A1 – Wood and Addison</b>	New Sewers (option for additional detention)	\$6,890,000
<b>A2 – Belmont and David</b>	Sewer Replacement	\$8,800,000
<b>A3 – Entry Drive and Bernice</b>	Sewer Replacement	\$920,000
<b>A4 – Jefferson and Hawthorne</b>	New Sewers	\$750,000
<b>A5 – Jacquelyn Drive</b>	New Sewers and Detention Basins	\$2,970,000
<b>Subtotal</b>	Addison Creek Watershed	\$20,330,000
<b>Total</b>	All Areas	\$37,760,000

# Target Watersheds

