

Village Board

Village President

Frank DeSimone

Trustees

Rosa Camona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM July 18, 2017

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
 1. *June 27, 2017 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant report 07/18/2017 17/12 \$2,591,103.41*
- VII. **CONSENTAGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Resolution Approving a Lobbying Services Agreement between Alfred G. Ronan Ltd. and the Village of Bensenville*
 2. *Resolution Authorizing the Annual Membership of the Suburban O'Hare Commission (SOC) for the Village of Bensenville*
 3. *Resolution Authorizing Payment to the Suburban O'Hare Commission*
 - B. Community and Economic Development
 1. *Ordinance Approving Variances for Construction of a Wall Sign for the Applicant Village of Bensenville, located at 735 East Jefferson Street*
 2. *Ordinance Denying a Variance for the Construction of a Concrete Pad for Additional Parking for the Applicant Noelia Hernandez, Located at 434 South Barron Street, Bensenville, Illinois*
 3. *Ordinance Approving a Variance for Construction of a Fence in the Corner Side*

Yard for the Applicant Fernando Lucero, Located at 311 Diana Court

4. *Ordinance Denying a Conditional Use Permit to Allow Motor Vehicle Repair Major & Minor for the Applicant ABW Automotive, located at 211 Beeline Drive Unit 11, Bensenville, Illinois*

C. Finance – No Report

D. Police Department

1. *Resolution to Pay the Annual Northeast DuPage Youth and Family Services (NEDYFS) Contribution of \$18,925*

E. Public Works

1. *Resolution Authorizing a Direct Purchase of Streetlights and Associated Accessories from BA Lighting LLC to be Installed as Part of the 2017 Annual Residential Streetlight Project (CDBG) in the Not-to-Exceed Amount of \$85,799.61*
2. *Resolution Authorizing Payment to the Illinois Environmental Protection Agency for our Annual Wastewater Treatment Plant NPDES Operating and Stormwater Permit in the Amount of \$18,500*

F. Recreation

1. *Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Fenwick High School Hockey Club*
2. *Resolution Authorizing the Execution of a Facility Usage License Agreement with AWF, Inc., Otherwise Known as the Renegades Hockey Club*

IX. REPORTS OF VILLAGE OFFICERS:

A. PRESIDENT'S REMARKS:

1. *Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Appointment of Village Trustee, McLane Lomax to the Village of Bensenville Youth Commission*
2. *A Resolution Appointing Robert Madura as a Trustee to the Bensenville Fire Protection District #2*
3. *Resolution Granting the Advice and Consent to the President's Re-Appointment of Amit Thakkar to the Police Pension Board*

B. VILLAGE MANAGER'S REPORT:

1. *Introduction of Probationary Police Officer Michael J. Palasiewicz to the Village Board and Community*
2. *Illinois Association of Chiefs of Police President, Chief James Kruger Will Present the Award Certificate for Tier Two Status in The Illinois Law Enforcement Accreditation Program to the Village of Bensenville*
The Illinois Association of Chiefs of Police President, James Kruger of the Oak Brook Police Department, will present the award certificate for the Police Department's Tier II status in the Illinois Law Enforcement Accreditation Program.

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**July 18, 2017**DESCRIPTION:**June 27, 2017 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_170627_VB_Minutes

Upload Date

7/12/2017

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
June 27, 2017

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

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

Franz, Jaworska, Lomax, Perez

Carmona, Panicola

A quorum was present.

Staff Present: E. Summers, J. Caracci, G. Ferguson, F. Kosman, T. Finner, M. Ribando, A. Thakkar, S. Viger, C. Williamsen

PUBLIC COMMENT: **Chester Gorniak - 597 Hillside Drive, Bensenville, Illinois**
Mr. Gorniak addressed the Village Board regarding airplanes along Hillside Drive. Mr. Gorniak asked when the noise monitor was being installed at Mohawk Park and asked if Village Management had any plans to meet with the Resident's along Hillside Drive to address their concerns.

APPROVAL OF MINUTES: 3. The May 23, 2017 Village Board Meeting minutes were presented.

Motion: Trustee Lomax made a motion to approve the minutes as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

WARRANT NO. 17/11: 4. President DeSimone presented **Warrant No. 17/11** in the amount of \$5,147,317.76.

Motion: Trustee Jaworska made a motion to approve the warrants as presented. Trustee Perez seconded the motion.

ROLL CALL: AYES: Franz, Jaworska, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Lomax made a motion to approve the Consent Agenda as presented. Trustee Perez seconded the motion.

All were in favor. Motion carried.

Resolution No.
R-65-2017:

Resolution Granting the Advice and Consent to the President's Re-Appointment of Ronald Rowe to the Community Development Commission. (Consent Agenda)

Resolution No.
R-66-2017:

Resolution Granting the Advice and Consent to the President's Appointment of Ronald Rowe to Serve as Chairman of the Community Development Commission. (Consent Agenda)

Resolution No.
R-67-2017:

Resolution Granting the Advice and Consent to the President's Appointment of Ray King to the Community Development Commission. (Consent Agenda)

Resolution No.
R-68-2017:

Resolution Granting the Advice and Consent to the President's Appointment of Michael Czarnecki the Community Development Commission. (Consent Agenda)

Resolution No.
R-69-2017:

Resolution Granting the Advice and Consent to the President's Appointment of Luke Ciula to the Community Development Commission. (Consent Agenda)

Resolution No.
R-70-2017:

Resolution Granting the Advice and Consent to the President's Re-Appointment of Anye Whyte to the Board of Police Commission. (Consent Agenda)

Resolution No.
R-71-2017:

Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Amit Thakkar to the Office of Village Treasurer. (Consent Agenda)

Ordinance No.
16-2017:

Ordinance of the Village of Bensenville Ascertain the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works for the Village of Bensenville. (Consent Agenda)

Resolution No.
R-72-2017:

Resolution Authorizing an Amendment to the Contract with Twin Supplies, Ltd. for the Village Facility Lighting Replacement Project (DCEO Incentive) for an increase in the Not-to-Exceed Amount of \$30,205. (Consent Agenda)

Resolution No.
R-73-2017:

Resolution Authorizing an Amendment to the Contract with BA Lighting, LLC for the Village Roadway Streetlight Replacement Project (DCEO Incentive) for an increase in the Not-to-Exceed Amount of \$124,363. (Consent Agenda)

Resolution No.
R-74-2017:

Resolution Authorizing the Execution of a Contract with The Detroit Salt Company, LLC for the Purchase of 500 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$25,745. (Consent Agenda)

Resolution No.
R-75-2017:

Resolution to Approve Final Balancing Change Order with Acura, Inc for the George St Culvert Replacement Project in a credit of \$14,512.09 for a Final Contract Cost of \$206,026.91. (Consent Agenda)

Resolution No.
R-76-2017:

Resolution Authorizing a Supplemental No. 2 for Design Engineering Services Agreement with Robinson Engineering Ltd. for the 2017 Village MFT Street Program (Downtown Improvements - North Half) for an Additional Amount of \$23,000 Revising a Total Not-to-Exceed Contract Amount of \$122,950.00. (Consent Agenda)

Resolution No.
R-77-2017:

Resolution Authorizing the Purchase of Snow and Ice Control Equipment form Henderson Truck Equipment from Huntley, Illinois in the not-to-exceed amount of \$132,410. (Consent Agenda)

Resolution No.
R-78-2017:

Resolution Authorizing the Purchase of a 2018 Snow Plow / Dump Truck from JX Peterbilt in the Not-to-Exceed Amount of \$188,950. (Consent Agenda)

Resolution No.
R-79-2017:

Resolution Authorizing the Execution of a Purchase Order with Traditional Concrete, Inc. for the Purchase of Concrete Streetlight Poles in the Not-to-Exceed Amount of \$13,000. (Consent Agenda)

Resolution No.
R-80-2017:

Resolution Authorizing the Purchase of a 2017 Ford Transit Cargo Van from Larry Roesch Ford of Bensenville, IL in the Not-to-Exceed Amount of \$34,701.91. (Consent Agenda)

Resolution No.
R-81-2017:

Resolution Authorizing an Amendment to the Contract with Twin Supplies, Ltd. for the Village Ice Rink & WWTP Lighting Replacement Project (DCEO Incentive) for an increase in the Not-to-Exceed Amount of \$24,178. (Consent Agenda)

Resolution No.
R-82-2017:

Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report (CAFR) and Management Letter for Fiscal Year End December 31, 2016. (Consent Agenda)

Resolution No.
R-83-2017:

Resolution Approving a Telecommunication Service Agreement between Call One, Inc. and the Village of Bensenville. (Consent Agenda)

Resolution No.
R-84-2017:

Resolution Authorizing Execution of a Purchase Order with CDW-G to Renew a Three Year Contract for Symantec Support for the Village of Bensenville. (Consent Agenda)

Resolution No.
R-85-2017:

Resolution Authorizing and Approving a Purchase Order for DePue Mechanical, Inc. for the Overhaul of Three Mayekawa Reciprocating Compressors. (Consent Agenda)

Ordinance No.
17-2017:

Ordinance Approving a Text Amendment to the C - 2 Highway Commercial District. (Consent Agenda)

Ordinance No.
18-2017:

Ordinance Approving Variances for Construction of a 364 Square Foot Shed for the Applicant John Tornabene, Located at 333 Diana Court, Bensenville, Illinois. (Consent Agenda)

Ordinance No.
19-2017:

Ordinance Approving Variances for the Installation of Awnings/Signage for the Applicant OnTime Messenger Service, Inc., located at 1280 North Illinois Route 83, Bensenville, Illinois. (Consent Agenda)

Ordinance No.
20-2017:

Ordinance Approving Variances to Construct a New Warehouse and Office Building for the Applicant Brunner & Lay Inc, located at 544 E Pine Avenue, Bensenville, Illinois. (Consent Agenda)

Ordinance No.
21-2017:

Ordinance Approving a Variance for the Construction of a Porch on a Non-Conforming Home for the Applicant James Ricker, located at 21 East Pine Avenue, Bensenville, Illinois. (Consent Agenda)

Resolution No.
R-86-2017:

Resolution in Support of DuPage County Rt 83 LTA Application. (Consent Agenda)

Ordinance No.
22-2017:

Ordinance Amending Building Permit Fees and Occupancy Requirements. (Consent Agenda)

Ordinance No.
23-2017:

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Title Three of the Bensenville Village Code Regarding Sick Leave and Minimum Wage Requirements. (Consent Agenda)

Ordinance No.
24-2017:

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Five of Title One of the Bensenville Village Code with Regard to Meeting Schedules and Committees of the Board of Trustees. (Consent Agenda)

Motion:

Trustee Lomax made a motion to approve the Consent Agenda as presented. Trustee Perez seconded the motion.

ROLL CALL: AYES: Franz, Jaworska, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
25-2017:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 25-2017** entitled an **Ordinance approving a Planned Unit Development to Construct 37 Single Family homes for the applicant Dubin Holding, located at 770-830 John Street.**

Director of Community and Economic Development, Scott Viger stated the applicant is proposing to subdivide and develop an approximately 7.3-acre site at 770-830 John Street, on the west side of John, north of Brentwood Court and south of George Street. Mr. Viger stated the proposed development consists of 37 single-family homes and associated public improvements, including green space and detention area. Mr. Viger stated the property is currently zoned RS-4 Medium High Density Single Family District. Mr. Viger stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the PUD for Dubin Holding Inc. with ten conditions.

There were no questions from the Village Board.

Motion: Trustee Franz made a motion to adopt the ordinance as presented. Trustee Perez seconded the motion.

ROLL CALL: AYES: Franz, Jaworska, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone read a proclamation into the record declaring Arbor Day July 8th in the Village of Bensenville.

**MANAGERS
REPORT:**

Mr. Summers announced July 8th will be Public Work's open house and more details would be released at a later date.

Mr. Summers announced Village Hall will be closed July 4th in observation of the 4th of July.

Mr. Summers stated Staff has determined fly-quite rotation test 2 a frailer and will be pushing to ensure that plan does not stay in place.

Mr. Summers stated the permits for the installation of the noise monitor has been issued and the City of Chicago is awaiting for the Village of Itasca to approve their agreement so they can begin installation of the noise monitors in various communities.

Mr. Summers engorges neighbors to help one another out in maintaining their lawns thought out the summer.

Mr. Summers stated Staff is working on setting up dates to meet in neighborhoods with the Village President. Mr. Summers asked the Public to keep an eye out for the announcements on its social media pages.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, asked for an executive session to discuss the items on the Village Attorney Report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Joseph Montana, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation and personnel. Actions will take place as a result of the discussions.

Motion:

Trustee Perez made a motion to recess the meeting and go into executive session. Trustee Jaworska seconded the motion.

All were in favor. Motion carried.

President DeSimone recessed the meeting at 6:49 p.m.

President DeSimone called the meeting back to order at 7:05 p.m.

ROLL CALL: Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

Franz, Jaworska, Lomax, Perez

Carmona, Panicola

A quorum was present.

**VILLAGE ATTORNEY
REPORT CONTINUED:**

**Ordinance No.
26-2017:**

7. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 26-2017** entitled an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Employment Agreement with Evan K. Summers as Village Manager.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to adopt the ordinance as presented. Trustee Jaworska seconded the motion.

ROLL CALL: AYES: Franz, Jaworska, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-86-2017:**

8. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-86-2017** entitled a **Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing the Settlement of Various Workers Compensation Claims.**

There were no questions from the Village Board.

Motion: Trustee Jaworska made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

ROLL CALL: AYES: Franz, Jaworska, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

ADJOURNMENT: Trustee Perez made a motion to adjourn the meeting. Trustee Jaworska seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:07 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, July 2016

TYPE:Warrant**SUBMITTED BY:**Lei Wesolowski**DEPARTMENT:**Finance**DATE:**07/18/2017**DESCRIPTION:**Warrant report 07/28/2017 17/12 \$2,591,103.41**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Approve warrant report 07/18/2017 17/12 \$2,591,103.41

ATTACHMENTS:**Description****Upload Date****Type**

Warrant report 07/18/2017 17/12 \$2,591,103.41

7/13/2017

Backup Material

VILLAGE OF BENSENVILLE WARRANT 17/12

July 18, 2017

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



EVAN K SUMMERS
VILLAGE MANAGER



AMIT THAKKAR
DIRECTOR OF FINANCE

Approved by the Board of Trustees on July 18, 2017 hereby authorizing the Director of Finance to disburse \$2,591,103.41 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



BENSENVILLE
GATEWAY TO OPPORTUNITIES

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782.43

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 7/18/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AFLAC									
980									
JUNE 2017	JUNE 2017 CONTRIBUTIONS	COLUMBUS	20172168	07/30/2017	11000000-214130	FN	PAYROLL DEDUCTN-AFLAC	\$1,958.34 1,958.34	9004591
AFSCME									
3105									
JUNE 2017	UNION DUES JUNE 2017		20172190	07/30/2017	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$1,613.16 1,613.16	9004599
AFTERMATH, INCORPORATED									
11608									
JC2017-7887	BIO-HAZARD CLEANUP SQ #301	AURORA	20172323	07/29/2017	11040110-542110	PD	R&M BUILDING	\$105.00 105.00	0
AL WARREN OIL CO INC									
700									
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	11020190-554110	PW	FUEL/GAS/OIL	\$19.78	0
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	11040110-554110	PW	FUEL/GAS/OIL	\$2,306.50	0
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	11050490-554110	PW	FUEL/GAS/OIL	\$1,926.43	0
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	11060640-554110	PW	FUEL/GAS/OIL	\$196.14	0
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	11070720-554110	PW	FUEL/GAS/OIL	\$132.13	0
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	51050540-554110	PW	FUEL/GAS/OIL	\$1,266.99	0
W1062706	FLEET FUEL PURCHASE 5/26/17 -	HAMMOND	20172217	08/02/2017	51050570-554110	PW	FUEL/GAS/OIL	\$343.09	0
								6,191.06	
ALER ADVERTISING INC									
1363									
6319	DIRECTIONAL ARROWS	BLOOMINGDA	20172073	07/20/2017	11020190-552135	AD	MATERIAL/SUPPLIES-EQUIPMENT	\$165.00 165.00	0
ALICIA DE LA CRUZ									
9									
31927	REFUND OVERPAYMENT OF VEHICLI			07/31/2017	31000000-420310	FN	VEHICLE LICENSES	\$157.00 157.00	0
ALTA CONTRACTORS LLC									
99									
5664-32594	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00 70.00	0
AMERICAN CONSERVATION & BILLINC									
1262									
7138	AQUAHAWK -08/01-09/01/17	COLORADO S	20172284	07/31/2017	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00 995.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AMERICAN DREAM HOME IMPROVEMENTS									
99									
5041-19492	BOND REFUND			07/27/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
AMERICAN RESTORATION GROUP INC									
99									
6676-34842	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
AMERICA'S BEST EXTERIORS									
99									
6609-34702	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
ANDERSON LOCK CO.									
6304									
0945095	PARTS TO REPAIR OFFICE LOCK- ED	DES PLAINES	20172093	07/09/2017	11174100-542310	SF	R&M EQUIPMENT	\$420.20	0
0945797	PURCHASE OF PUSH PULL SET FOR	DES PLAINES	20172094	07/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$173.58	0
ANDERSON PEST SOLUTIONS									
9474									
4296501	PEST MANAGMENT-JUNE 2017-717 E	ELMHURST	20170035	07/01/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$70.33	0
ANDREW MCCANN LAWN SPRINKLER									
12636									
IN000170757	REPAIR LAWN SPRINKLER SYSTEM-H	EAST HAZEL	20172127	07/15/2017	11070720-542310	SF	R & M EQUIPMENT	\$221.37	0
ANGELES BAHENA, LUIS A									
99									
7019-33297	BOND REFUND			07/22/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
AQUALAB WATER TREATMENT, INC.									
1373									
1082	WATER TREATMENT CHEMICALS - EI	PROSPECT H	20172123	05/31/2017	11174100-542310	SF	R&M EQUIPMENT	\$57.18	0
1082	WATER TREATMENT CHEMICALS - EI	PROSPECT H	20172123	05/31/2017	11174100-554120	SF	CHEMICALS	\$107.82	0
1155	WATER TREATMENT CHEMICALS - EI	PROSPECT H	20172123	07/01/2017	11174100-542310	SF	R&M EQUIPMENT	\$57.18	0
1155	WATER TREATMENT CHEMICALS - EI	PROSPECT H	20172123	07/01/2017	11174100-554120	SF	CHEMICALS	\$107.82	0
1190	WATER TREATMENT CHEMICALS - EI	PROSPECT H	20172123	07/19/2017	11174100-542310	SF	R&M EQUIPMENT	\$60.64	0
1190	WATER TREATMENT CHEMICALS - EI	PROSPECT H	20172123	07/19/2017	11174100-554120	SF	CHEMICALS	\$114.36	0
								505.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 7/18/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ARCO MECHANICAL EQUIPMENT SAL									
1305									
16024	CALIBRATE GAS MONITORING SYSTI	BESENSEVILLE	20172237	07/13/2017	11040110-542110	PD	R&M BUILDING	\$400.00	0
								400.00	
ARMENTANO, KAREN A									
99									
5214-14070	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
								120.00	
ARROW ROAD CONSTRUCTION CO.									
6938									
63991MB	UPM	MT PROSPEC	20172199	07/22/2017	11050420-542810	PW	R & M PAVEMENT	\$450.64	0
								450.64	
ASG STAFFING INC									
1032									
104882	MARIO ESTRADA SALARY- REDMONI	BESENSEVILLE	20172089	07/10/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$502.88	0
105026	MARIO ESTRADA SALARY-REDMONI	BESENSEVILLE	20172129	07/17/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$502.88	0
								1,005.76	
ASSEMBLY TECHNIQUES INC									
301									
3536	WATER PUMP REPAIR	ELK GROVE V	20172158	02/24/2017	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$360.00	0
								360.00	
AUSTIN BANK OF CHICAGO									
1338									
063017	FEDERAL, SOCIAL SECURITY, MEDICA		20172223	07/30/2017	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$49,645.34	9004583
063017	FEDERAL, SOCIAL SECURITY, MEDICA		20172223	07/30/2017	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$29,030.87	9004583
063017	FEDERAL, SOCIAL SECURITY, MEDICA		20172223	07/30/2017	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$10,805.22	9004583
								89,481.43	
AVI SYSTEMS									
11667									
88495208	3/21/17 SERVICE CALL FOR CDC REN	MINNEAPOLIS	20172082	07/16/2017	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$480.00	0
								480.00	
AVION CONSULTANTS, LLC									
1350									
6	PROFESSIONAL SERVICES-AIRPORT	MOUNT PROS	20172262	07/30/2017	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$862.50	0
								862.50	
B & K EQUIPMENT CO									
99									
7027-17413	BOND REFUND			08/02/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$135.00	0

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BA LIGHTING, LLC									
1156								135.00	
50863	R-15-17 VILLAGE ROADWAY LIGHTIN	LAKE ZURICH	20171018	04/14/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$10,729.13	0
51018	R-15-17 VILLAGE ROADWAY LIGHTIN	LAKE ZURICH	20171018	07/06/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$128,633.13	0
								139,362.26	
BATTERY SERVICE CORPORATION									
2716									
0024934	NEW BATTERY-SQ #301	SENSENVILLE	20172316	07/07/2017	11040110-542410	PD	R&M VEHICLES	\$100.95	0
0025054	BATTERIES BACKUP FOR SCADA	SENSENVILLE	20172178	07/09/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$50.74	0
0025190	NEW BATTERY-SQ #323	SENSENVILLE	20172238	07/13/2017	11040110-542410	PD	R&M VEHICLES	\$91.29	0
0025191	BATTERIES FOR GARAGE REMOTE C	SENSENVILLE	20172178	07/13/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$3.90	0
								246.88	
BAXTER & WOODMAN, INCORPORATE									
2717									
0192937	PRETREATMENT ASSISTANCE	CRYSTAL LAK	20172225	07/22/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$8,670.46	0
								8,670.46	
BEDNORZ, SABINA									
99									
6876-28103	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
BELLA BREW COFFEE & BEVERAGE C									
11021									
55881	COFFEES SERVICE	ALSIP	20172282	08/06/2017	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$89.88	0
55881	COFFEES SERVICE	ALSIP	20172282	08/06/2017	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$89.88	0
55881	COFFEES SERVICE	ALSIP	20172282	08/06/2017	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$89.88	0
								269.64	
BELLA HOME IMPROVEMENTS & RES									
99									
5654-32402	BOND REFUND			07/27/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
BELLA VISTA BANQUETS									
253									
1706008	(16) CS OF BOTTLES OF WATER FOR	SENSENVILLE	20172085	07/16/2017	11070110-577012	SF	MUSIC IN THE PARK	\$58.88	0
								58.88	
SENSENVILLE CHAMBER OF COMMEI									
5412									
5317	GOLF OUTING SPONSORSHIP-07/11/	SENSENVILLE	20172249	08/05/2017	11020170-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$1,500.00	155358

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BENSENVILLE ELEM. SCHOOL DIST.#;									
2721								1,500.00	
MAY/JUN 2017	COMMUNITY NEWS PRINTING & POS	BENSENVILLE	20172140	07/21/2017	11020170-572171	AD	NEWSLETTER	\$1,451.99	0
BENSENVILLE POSTMASTER									
2622								1,451.99	
050317	UB MAILING FOR MAY 2017	BENSENVILLE	20172265	06/02/2017	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,031.39	9004593
050517	VS MAILING FOR MAY 2017	BENSENVILLE	20172265	06/04/2017	11030110-540110	FN	POSTAGE/DELIVERY SERVICESS	\$2,168.87	9004594
060517	UB MAILING FOR JUNE 2017	BENSENVILLE	20172265	07/05/2017	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,033.32	9004595
070617	UB MAILING JULY 2017	BENSENVILLE	20172278	08/05/2017	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,030.52	9004606
BOKLEWSKI, EDWIN J									
99								8,264.10	
6572-204527	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
BOND DICKSON & ASSOCIATES, P.C									
97								70.00	
15707	LEGAL SERVICE-ATTORNEY REIMBU	WHEATON	20172276	08/06/2017	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$518.00	155359
15708	LEGAL SERVICE-LEGAL LEGISLATIVE	WHEATON	20172276	08/06/2017	11020120-533110	AD	LEGAL SERVICES	\$6,670.30	155359
15709	LEGAL SERVICE-COMMUNITY DEVEL	WHEATON	20172276	08/06/2017	11020120-533110	AD	LEGAL SERVICES-COMM DEVELO	\$92.50	155359
BP									
689								7,280.80	
656088	FUEL PURCHASE FOR DUMEG-STAFI	CHARLOTTE	20172148	07/22/2017	11040110-554110	PD	FUEL/GAS/OIL	\$228.56	9004584
BRIGHT DIRECTIONS									
683								228.56	
063017	BRIGHT DIRECTIONS PR WH 6/30/17	LINCOLN	20172164	07/30/2017	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00	9004590
BRISTOL HOSE AND FITTINGS									
7981								200.00	
3341528	SPRAY GUN ASSY,COUPLERS,NIPPL	NORTHLAKE	20172202	07/07/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$317.10	0
C JOHNSON SIGN CO									
99								317.10	
6591-24362	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
180.00									

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CHRIST PANOS FOODS CORPORATION
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335064	(2) CASES OF WHITE TABLE COVER	ITASCA	20172120	07/15/2017	11070790-557810	SF	FOOD ITEMS	\$84.34	0
								84.34	
CINTAS FIRST AID & SAFETY									
2974									
5008021285	SAFETY WWTP	IRVING	20172247	07/20/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$128.82	0
								128.82	
CIVITECH ENGINEERING INC									
454									
45577	R-146-15 DESIGN CHURCH RD RECO	ITASCA	20170129	07/16/2017	31080810-536513	PW	ENG SVC - DESIGN	\$3,771.24	0
45580	R-20-217 CHURCH RD TAP PHASE II	ITASCA	20171007	07/16/2017	31080810-536513	PW	ENG SVC - DESIGN	\$702.90	0
45610	R-19-17 IL83 CMAQ-TCM PHASE I	ITASCA	20171006	08/06/2017	31080810-536513	PW	ENG SVC - DESIGN	\$7,033.37	0
45611	R-18-16 CHURCH RD BIKE PATH PHA	ITASCA	20170148	08/06/2017	31080810-536513	PW	ENG SVC - DESIGN	\$2,388.03	0
								13,895.54	
CJC AUTO PARTS									
11185									
926587	FUEL PUMP, WWTP	LOMBARD	20172210	07/20/2017	51050570-542410	PW	R&M VEHICLES	\$99.59	0
								99.59	
COMCAST									
12216									
0001924-0717	COMCAST CABLE PUBLIC WORKS-JL	SOUTHEASTE	20170039	07/21/2017	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.63	0
0002237-0717	SERVICE FROM 07/10-08/09/17-735 E	SOUTHEASTE	20170004	08/03/2017	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$185.52	0
0003318-0717	SERVICE FROM 07/05-08/07/17-735 E	SOUTHEASTE	20170005	07/31/2017	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$149.85	0
0421918-0517	SERVICE FROM 04/12-05/11/17-345 E	SOUTHEASTE	20172295	05/05/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$244.85	9004603
0421918-0517	SERVICE FROM 04/12-05/11/17-345 E	SOUTHEASTE	20172295	05/05/2017	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$192.41	9004603
0421918-0617	SERVICE FROM 05/12-06/11/17-345 E	SOUTHEASTE	20172296	06/04/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$244.85	9004604
0421918-0617	SERVICE FROM 05/12-06/11/17-345 E	SOUTHEASTE	20172296	06/04/2017	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$192.41	9004604
0421918-0717	SERVICE FROM 06/12-07/11/17-345 E	SOUTHEASTE	20172297	07/05/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$244.85	9004605
0421918-0717	SERVICE FROM 06/12-07/11/17-345 E	SOUTHEASTE	20172297	07/05/2017	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$192.42	9004605
								1,659.79	
CONCRETE & CONSTRUCTION INC									
99									
7056-35636	BOND REFUND			07/22/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
CONSTELLATION ENERGY SERVICES-									
13016									
763464-13-0517	SERVICE FROM 04/28-05/30/17-735 E	CAROL STRE/	20172119	07/06/2017	11174100-541370	SF	ELECTRICITY	\$5,973.51	0
763464-25-0517	SERVICE FROM 04/28-05/30/17-545 JC	CAROL STRE/	20172146	07/15/2017	11174100-541370	SF	ELECTRICITY	\$13,059.84	0
763464-5-0517	SERVICE FROM 04/28-05/30/17-WS JC	CAROL STRE/	20172102	07/06/2017	11070720-541370	SF	ELECTRICITY	\$1,681.50	0

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CRITICAL TECHNOLOGY SOLUTIONS,									20,714.85
572									
3155985	SKY WATCH RENTAL FOR 07/04/17	DOWNERS GR	20172147	07/22/2017	11040340-548110	PD	RENTAL & LEASE-EQUIPMENT	\$186.00	0
3155985	SKY WATCH RENTAL FOR 07/04/17	DOWNERS GR	20172147	07/22/2017	11040340-548110	PD	RENTAL & LEASE-EQUIPMENT	\$850.00	0
CRYSTAL MGMT & MAINTENANCE SEI									1,036.00
516									
24655	R-138-16 JANITORIAL SERVICE-JULY	MOUNT PROS	20170008	07/15/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,157.87	0
CSR ROOFING CONTRACTORS INC									2,157.87
99									
5511-16623	BOND REFUND			07/27/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$200.00	0
CUPKAKE'S FAMILY FUN TIME ENTER									200.00
1408									
07/12, 19 & 26	BALLOON ARTISTRY ON JULY 12, 19, TINLEY PARK		20172125	07/20/2017	11070110-577012	SF	MUSIC IN THE PARK	\$570.00	0
CURALINC HEALTHCARE									570.00
829									
5846	SUPPORTINC EMPLOYEE ASSISTAN	CHICAGO	20172117	07/02/2017	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$558.00	0
CZARNOWSKI, ROBERT									558.00
1420									
100	SECURITY FOR LIBERTYFEST	MONTGOMER	20172233	08/03/2017	11070110-577013	SF	LIBERTY FEST	\$385.00	0
DANLEY'S GARAGE WORLD									385.00
99									
6496-28205	BOND REFUND			07/22/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
D'AQUILA, SUSAN (E)									105.00
103									
071217	REIMBURSEMENT-4TH JULY DECOR	BLOOMINGDA	20172309	08/11/2017	11174100-541145	SF	ADVERTISING	\$91.77	0
DE LAGE LANDEN FINANCIAL SERVIC									91.77
983									
55068544	COPIER AND PRINTER LEASE FROM	WAYNE	20170026	07/24/2017	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,971.00	0

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7112-12192	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
FICARRA, PATRICIA									
99								70.00	
6548-210110	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
FINNER, TODD-(E)									
8831								70.00	
071217	REIMB-STEPHEN RILEY COMPRESS	ELMHURST	20172311	08/11/2017	11174100-521510	SF	TRAINING PROGRAMS/SESSIONS	\$600.00	0
071217	REIMB-STEPHEN RILEY COMPRESS	ELMHURST	20172311	08/11/2017	11174100-542310	SF	R&M EQUIPMENT	\$352.87	0
071217	REIMB-STEPHEN RILEY COMPRESS	ELMHURST	20172311	08/11/2017	11070110-577013	SF	LIBERTY FEST	\$118.70	0
FLOW-TECHNICS, INC.									
11231								1,071.57	
INV00005864	R-32-17 PARK LIFT STATION PUMP	FRANKFORT	20170982	07/20/2017	51080870-596000	PW	CAPITAL CONSTRUCTION	\$26,930.00	0
FOREST AWARDS & ENGRAVING									
10846								26,930.00	
82414	BRONZE CASTING PLATE FORESTRY	WOOD DALE	20172209	07/21/2017	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$613.98	0
82431	CDC NAME PLATES & BOB FLOOD	WOOD DALE	20172231	07/27/2017	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$78.30	0
FORTUNE FISH COMPANY									
99								692.28	
6182-209049	BOND REFUND			08/02/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$45.00	0
FOUR SEASONS HEATING & AIR CONT									
99								45.00	
7106-24623	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
FREDO CONSTRUCTION INC									
99								70.00	
7052-35622	BOND REFUND			08/02/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
FUL LIFE LLC									
355								70.00	
36097	BOOTS	ROSELLE	20172244	06/30/2017	51050570-554810	PW	UNIFORMS	\$189.99	0
								189.99	

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G & K SERVICES									
10180									
6058586427	CLEANING FLOOR MATS-717 E JEFFE	MINNETONKA	20170037	07/19/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$46.44	0
6058590011	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20172136	07/26/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$48.44	0
6058593588	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20172255	07/06/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$108.08	0
6058597184	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20172281	08/09/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$52.94	0
								255.90	
GANKOV, MINKO									
99									
4857-30515	BOND REFUND			08/02/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$250.00	0
								250.00	
GARY JOHNSTON									
349									
MAY 2017	TRUCK PERMIT SERVICES-MAY 2017	ELBURN	20172234	07/25/2017	11040110-532100	PD	PROFESSIONAL SERVICES	\$329.58	0
								329.58	
GEIB INDUSTRIES									
2833									
526046-001	WATER HOSES-#277	BENSENVILLE	20172179	07/20/2017	51050540-542410	PW	R&M VEHICLES	\$10.05	0
								10.05	
GEM DOCK AND DOOR									
1411									
1129	NEW OVERHEAD DOOR	BENSENVILLE	20172177	07/21/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,922.02	0
								1,922.02	
GOLD MEDAL-CHICAGO									
9695									
325561	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20172131	07/20/2017	11070790-557810	SF	FOOD ITEMS	\$397.95	0
								397.95	
GOVERNMENT FINANCE OFFICERS ASSOCIATION									
11900									
25251002-2017	MEMBERSHIP RENEWAL-07/01/17-06,	CHICAGO	20172137	07/27/2017	11030110-521110	FN	MEMBERSHIP DUES	\$225.00	0
								225.00	
GRAINGER									
2841									
9474142305	SOLENOID VALVE	PALATINE	20172180	07/15/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$89.20	0
								89.20	
GRAND CONSTRUCTION INC									
99									
6319-32492	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$245.00	0

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GREAT LAKE THEATRE SERVICE, LTD									
319								245.00	
JUNE 2017	JUNE BOOKING MOVIE FEES-THEAT	AURORA	20172086	07/16/2017	11070790-541460	SF	BOOKING FEES	\$375.00	0
								375.00	
HACH COMPANY									
2847									
10491785	PUMP STATION SUPPLIES	CHICAGO	20172181	07/09/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$116.82	0
10494129	FLOWMETER KITS	CHICAGO	20172181	07/12/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$663.00	0
								779.82	
HEATHER MICHELLE SMITH									
1401									
07/12, 19 & 26	FACE PAINTING ON JULY 12, 19 & 26	VILLA PARK	20172124	07/20/2017	11070110-577012	SF	MUSIC IN THE PARK	\$360.00	0
								360.00	
HELGET GAS PRODUCTS									
12648									
01197658	RENTAL HELIUM GAS CYLINDERS-9	OMAHA	20170032	07/30/2017	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.00	0
								18.00	
HIGHLANDER IMPROVEMENT									
99									
6213-33790	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
6376-33790	BOND REFUND			07/29/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
6540-33790	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								210.00	
HIGHWAY SALES INCORPORATED									
2855									
2743029	CHAINS AND EQUIP REPAIRS, FORE	ADDISON	20172182	07/06/2017	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$259.58	0
								259.58	
HINCKLEY SPRINGS									
12432									
15420489061817	BOTTLED WATER	CHICAGO	20172242	07/18/2017	11040341-577121	PD	TEEN CENTER	\$6.00	0
15420489061817	BOTTLED WATER	CHICAGO	20172242	07/18/2017	11040341-577121	PD	TEEN CENTER	\$10.00	0
15420489100916	BOTTLED WATER	CHICAGO	20163784	11/08/2016	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$27.57	0
								43.57	
HOERR CONSTRUCTION INC									
1140									
117-286	R-43-17 SANITARY SEWER LINING	GOODFIELD	20171782	07/26/2017	31080860-596000	PW	CAPITAL CONSTRUCTION	\$138,162.91	0
								138,162.91	

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213745-14071	CREDIT REFUND-FINAL BILL			07/29/2017	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$18.87	0
236815002-34760	CREDIT REFUND-FINAL BILL			07/29/2017	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$100.00	0
MONTALE GARDENS INC									
1396									
1939	FLOWERS FOR RAILROAD AVE	WAUCONDA	20172175	07/27/2017	11050440-542110	PW	R&M BUILDING	\$1,104.45	0
MONTANA & WELCH LLC									
1410								1,104.45	
0513	LEGAL SERVICES-GENERAL AND CO	PALOS HEIGH	20172264	07/29/2017	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTER\$	\$4,856.25	0
0514	LEGAL SERVICES-RECEIVE AND REV	PALOS HEIGH	20172264	07/29/2017	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTER\$	\$510.00	0
MONTY'S BANQUETS									
5630									
071117	SENIOR LUNCHEON-07/11/17	BENSENVILLE	20172326	08/10/2017	11070110-577125	AD	SENIOR CITIZEN PROGRAMS	\$2,288.00	0
MORALES, JUAN B									
99								2,288.00	
7086-35680	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
MORAWIEC, KAROLINA									
99								70.00	
6428-34155	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
MOTIVEPARTSCOMPANY									
394								70.00	
61-348601	BELT FOR #202	MINNEAPOLIS	20172159	07/14/2017	11050110-542410	PW	R&M VEHICLES	\$29.95	0
MOTOROLA									
12800								29.95	
296304272017	STARCOM 21 RADIO USAGE RATE-06	CHICAGO	20172320	07/01/2017	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$34.00	0
MUNICIPAL GIS PARTNERS INC									
1080								34.00	
3519	R-135-16 GIS CONSORTIUM SERVICE	DES PLAINES	20170012	07/23/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,343.74	0
3519	R-135-16 GIS CONSORTIUM SERVICE	DES PLAINES	20170012	07/23/2017	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,343.74	0
								6,687.48	

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3,312.31

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RELIABLE ROOFING & REMODELING I									
99									
5587-16952	BOND REFUND			07/27/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
								80.00	
REPUBLIC SERVICES									
8087									
0010062-0617	REFUSE DISPOSAL FOR JUNE 2017	LOUISVILLE	20172269	07/30/2017	57020580-579990	FN	DISPOSAL CHARGES	\$90,053.03	0
								90,053.03	
RES PUBLICA GROUP									
1322									
1724	STRATEGIC COMMUNICATIONS-JUNE	CHICAGO	20172261	07/30/2017	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	
RIEDEL SHOES, INC									
11314									
54748370	MATERIALS/SUPPLIES-OPERATIONS	RED WING		03/22/2017	11174100-552110		MATERIALS/SUPPLIES-OPERATIO	\$470.40	0
54762348	PURCHASE OF (23) PAIR OF SKATES	RED WING	20171772	07/06/2017	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$1,998.70	0
CR0054128671	MATERIALS/SUPPLIES-OPERATIONS	RED WING		03/22/2017	11174100-552110		MATERIALS/SUPPLIES-OPERATIO	\$-470.40	0
								1,998.70	
RMA SUPPLY, INC									
1110									
5025935	VARIOUS BUILDING MAINT.	NILES	20172170	07/20/2017	11050440-542110	PW	R&M BUILDING	\$89.50	0
P516239	VARIOUS BUILDING MAINT.	NILES	20172170	07/20/2017	11050440-542110	PW	R&M BUILDING	\$54.59	0
								144.09	
ROBINSON ENGINEERING LTD									
667									
17040347	R-121-16 DOWNTOWN IMPROVEMEN	SOUTH HOLLY	20171008	05/21/2017	31080860-536510	PW	ENGINEERING SERVICES	\$10,761.25	0
17040347	R-121-16 DOWNTOWN IMPROVEMEN	SOUTH HOLLY	20171008	05/21/2017	31050400-596000	PW	CAPITAL CONSTRUCTION	\$23,000.00	0
17060015	R-121-16 DOWNTOWN IMPROVEMEN	SOUTH HOLLY	20171008	07/09/2017	31080860-536510	PW	ENGINEERING SERVICES	\$12,231.17	0
17060015	R-121-16 DOWNTOWN IMPROVEMEN	SOUTH HOLLY	20171008	07/09/2017	51080860-536513	PW	ENG SVC - DESIGN	\$25.00	0
17060163	R-142-16 DOWNTOWN IMPROVEMEN	SOUTH HOLLY	20170304	07/20/2017	31080860-536510	PW	ENGINEERING SERVICES	\$2,925.44	0
								48,942.86	
RODRIGUEZ, JESSE									
99									
6525-14173	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
ROESCH FORD									
486									
72841-1FOWG	CABLE FOR #202	BENSENVILLE	20172161	07/15/2017	11050110-542410	PW	R&M VEHICLES	\$81.74	0

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TEAMSTER'S LOCAL UNION NO.700									
11633	UNION DUES JUNE 2017	PARK RIDGE	20172212	07/30/2017	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$252.00	9004587
								252.00	
TEMPERATURE EQUIPMENT CORPORA									
1203	CREDIT RETURN	LANSING		04/26/2017	11050440-542310	PW	R&M EQUIPMENT	\$-473.00	0
4881064-00	COMPRESSOR,CC HEATER,DRIER C	LANSING	20172260	07/14/2017	11050440-542110	PW	R&M BUILDING	\$8,124.90	0
4938988-00	EXCHANGE CREDIT	LANSING		06/20/2017	11050440-542310	PW	R&M EQUIPMENT	\$-1,288.00	0
4947940-00	CIRCUIT BOARD-EMERGENCY HVAC	LANSING	20172260	07/20/2017	11050440-542110	PW	R&M BUILDING	\$268.94	0
4947959-00	PRESSURE STAT-EMERGENCY HVAC	LANSING	20172260	07/20/2017	11050440-542110	PW	R&M BUILDING	\$381.62	0
4948596-00	CONDENSER MOTOR-EMERGENCY H	LANSING	20172260	07/21/2017	11050440-542110	PW	R&M BUILDING	\$938.37	0
4952841-00	FAN-EMERGENCY HVAC PUBLIC WOI	LANSING	20172260	07/14/2017	11050440-542110	PW	R&M BUILDING	\$111.48	0
4953605-00								8,064.31	
TERRACE SUPPLY COMPANY									
3012	CYLINDERS	ITASCA	20172186	07/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$80.44	0
								80.44	
TERRY BENNETT (E)									
1421	REIMB-5 DIFFERENT CLASSIFICATIO	BRISTOL	20172246	08/05/2017	51050570-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$625.00	0
1232568								625.00	
THE BANK OF NEW YORK MELLON									
9765	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	37390920-716100	FN	DEBT SERVICE-INTEREST	\$3,664.00	9004580
BENSEN09-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	41090920-716100	FN	DEBT SERVICE-INTEREST	\$4,496.00	9004580
BENSEN09-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	33290920-716100	FN	DEBT SERVICE - INTEREST	\$12,786.00	9004580
BENSEN11B-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	33490920-716100	FN	DEBT SERVICE - INTEREST	\$55,148.00	9004580
BENSEN11B-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	33590920-716100	FN	DEBT SERVICE - INTEREST	\$3,851.00	9004580
BENSEN11B-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	33690920-716100	FN	DEBT SERVICE - INTEREST	\$37,430.00	9004580
BENSEN11B-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	33790920-716100	FN	DEBT SERVICE - INTEREST	\$19,269.00	9004580
BENSEN11B-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	33890920-716100	FN	DEBT SERVICE - INTEREST	\$10,044.13	9004580
BENSEN11C-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	37690920-716100	FN	DEBT SERVICE-INTEREST	\$12,131.25	9004580
BENSEN11D-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	37790920-716100	FN	DEBT SERVICE-INTEREST	\$18,215.63	9004580
BENSEN12A-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	41090920-716100	FN	DEBT SERVICE-INTEREST	\$15,250.00	9004580
BENSEN12B-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	37390920-716100	FN	DEBT SERVICE-INTEREST	\$6,725.00	9004580
BENSEN12C-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	41090920-716100	FN	DEBT SERVICE-INTEREST	\$15,825.00	9004580
BENSEN14C-0617	BENENVILLE GO REF BD-INTEREST	DALLAS	20171611	06/01/2017	41090920-716100	FN	DEBT SERVICE-INTEREST	\$5,050.00	9004580

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TRAVELERS									
12992									
000522634	DAYCARE CLAIM E8K2808	DALLAS	20172273	07/30/2017	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILITY	\$3,086.80	0
								3,086.80	
TREASURY DIRECT									
11906									
063017	SAVINGS BONDS PR WH 6/30/17		20172213	07/30/2017	11000000-213400	FN	PAYROLL DEDUCTN-SAVINGS BOI	\$25.00	9004597
								25.00	
TREVINO SERVICE GROUP									
932									
1025	EMERGENCY SEWER REPAIR-1017 G	BENSENVILLE	20172218	07/08/2017	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,700.00	0
								2,700.00	
TWIN SUPPLIES LTD									
877									
18232H-DCEO	LIGHTS - DCEO INCENTIVE	OAK BROOK	20171539	06/02/2017	11050440-542110	PW	R&M BUILDING	\$3,595.20	0
18233H	R-14-17 VLG FACILITY LIGHTING	OAK BROOK	20171012	06/23/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$999.90	0
18233H-DCEO	R-14-17 VLG FACILITY LIGHTING	OAK BROOK	20171012	06/23/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$5,906.90	0
18240C-DCEO	R-14-17 VLG FACILITY LIGHTING	OAK BROOK	20171012	06/07/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$22,773.80	0
185831-DCEO	R-24-17 VLG FACILITY LIGHT REP	OAK BROOK	20171013	06/07/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$25,419.10	0
								58,694.90	
TYCO INTEGRATED SECURITY LLC									
99									
6893-24040	BOND REFUND			07/28/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
UMB BANK, F/B/O PLANMEMBER									
1346									
063017	PLAN MEMBER PR WH 6/30/17	SHAWNEE MI:	20172174	07/30/2017	11000000-213600	FN	PAYROLL DEDUCTN- PLAN MEMBI	\$1,230.67	9004589
								1,230.67	
UNDERWRITER'S SAFETY & CLAIMS									
12623									
WC2011824006	LUMP SUM SETTLEMENT-ROBERT W	LOUISVILLE		07/23/2017	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$24,961.11	155356
WC2012868653	LUMP SUM SETTLEMENT-ROBERT W	LOUISVILLE		07/23/2017	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$21,039.83	155356
WC2013936829	LUMP SUM SETTLEMENT-ROBERT W	LOUISVILLE		07/23/2017	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$27,041.27	155356
								73,042.21	
UNIFIED TELECOM, INC									
767									
115420	DISPATCH CALLING	LAKE ZURICH	20172134	07/23/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$607.50	0
115433	RESET VM PASSCODE FOR X1005	LAKE ZURICH	20172251	07/28/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$33.75	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
115436	PHONE BUTTON NOT WORKING-PEG	LAKE ZURICH	20172248	07/29/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$37.50	0
USABLUETOOTH								678.75	
6491									
280898	PRESSURE GAUGE	GURNEE	20172197	07/08/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$144.63	0
285588	LAB SUPPLIES	GURNEE	20172197	07/14/2017	51050570-552550	PW	LAB SUPPLIES	\$586.90	0
VERIZON WIRELESS								731.53	
11240									
4420038651-0617	SERVICE FROM 05/24-06/23/17-CELL	LEHIGH VALLI	20172271	07/23/2017	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$3,675.09	0
4420038652-0617	SERVICE FROM 05/24-06/23/17-IPAD	LEHIGH VALLI	20171796	07/23/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$296.45	0
5855200141-0517	SERVICE FROM 05/20-06/19/17-345 E	LEHIGH VALLI	20172250	07/19/2017	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$504.18	0
VERMEER-ILLINOIS, INCORPORATED								4,475.72	
3028									
PB0931	BLADE SHARPENING	AURORA	20172187	07/12/2017	11050420-542410	PW	R & M VEHICLES	\$70.00	0
VILLAGE OF BENSENVILLE								70.00	
3100									
063017	POLICE PENSION PR WH 6/30/17		20172228	07/30/2017	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIO	\$12,460.27	9004598
WALT DISNEY STUDIOS MOTION PICT								12,460.27	
7086									
GUARDIANS OF TI MOVIE RENTAL FEE "GUARDIANS OF	DALLAS		20172096	07/15/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$526.54	0
WAREHOUSE DIRECT INC								526.54	
1077									
3419833-0	CHAIRMAT	DES PLAINES	20172245	04/21/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$79.68	0
3419833-0	CHAIRMAT	DES PLAINES	20172245	04/21/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$79.68	0
3518905-1	OFFICE SUPPLIES	DES PLAINES	20172236	07/19/2017	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$5.16	0
3533548-0	OFFICE SUPPLIES	DES PLAINES	20172169	07/29/2017	11010030-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$75.42	0
3533548-0	OFFICE SUPPLIES	DES PLAINES	20172169	07/29/2017	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$46.89	0
3533548-0	OFFICE SUPPLIES	DES PLAINES	20172169	07/29/2017	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$32.57	0
3541501-0	JANITORIAL SUPPLY	DES PLAINES	20172330	08/09/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$77.36	0
WARNER BROTHERS DISTRIBUTING								396.76	
6503									
EVERYTHING WK MOVIE RENTAL FEE "EVERYTHING,E	ATLANTA		20172095	07/15/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
WEBER, CINDY									
99								250.00	
7069-12280	BOND REFUND			08/02/2017	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
WENTWORTH TIRE-BENSENVILLE									
3510								70.00	
40011303	TIRES-#230	BENSENVILLE	20172192	07/22/2017	51050540-542410	PW	R&M VEHICLES	\$155.16	0
40011538	TIRE PUNCTURE REPAIR-SQ #302	BENSENVILLE	20172239	07/29/2017	11040110-542410	PD	R&M VEHICLES	\$25.00	0
WEST GROUP									
8192								180.16	
836425117	MONTHLY "CLEAR" FEE	CAROL STRE/	20172318	07/31/2017	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$549.00	0
WESTBROOK STRATEGIC CONSULTAI									
1198								549.00	
JULY 2017	CONSULTING SERVICES-JULY 2017	WESTCHESTE	20172259	08/05/2017	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
WHITFORD, DANIEL A.									
10741								3,750.00	
07/04/17	JULY 4TH- VIDEO CAMERA OP PARAI LOMBARD		20172328	08/03/2017	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$75.00	0
WHOLESALE DIRECT									
8440								75.00	
000228079	SHOP, WINTER BLADES	CHICAGO	20172205	07/09/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$59.69	0
WIGHT CONSTRUCTION SERVICES, IN									
1356								59.69	
07-3200-02-5	R.No.157 ICE ARENA RENOVATION-P/	DARIEN	20172304	07/29/2017	11174100-591000	SF	CAPITAL OUTLAY - BLDG & STRUC	\$534,463.04	0
WORK N GEAR, INC									
1136								534,463.04	
WESLE2142456-06	REMAINING BALANCE	BRATTLEBOR	20172155	07/22/2017	11050110-554810	PW	UNIFORMS-PURCHASE	\$0.27	0
YOUR FRIENDLY SHOPPER									
6022								0.27	
282226	PUBLIC HEARING FOR 333 DIANA CT	MACHESNEY	20172289	06/17/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
282227	PUBLIC HEARING FOR 21 EAST PINE	MACHESNEY	20172288	06/17/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0
282228	PUBLIC HEARING FOR 1280 NORTH F	MACHESNEY	20172286	06/17/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$69.75	0
282229	PUBLIC HEARING FOR 544 EAST PIN	MACHESNEY	20172287	06/17/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$81.00	0
282230	PUBLIC HEARING FOR C-2 TEXT AME	MACHESNEY	20172290	06/17/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$42.75	0
283570	PUBLIC HEARING FOR 311 DIANA CT	MACHESNEY	20172291	07/01/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0
283572	PUBLIC HEARING FOR 735 EAST JEF	MACHESNEY	20172293	07/01/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$96.75	0
283574	PUBLIC HEARING FOR 434 SOUTH B/	MACHESNEY	20172298	07/01/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$67.50	0
283576	PUBLIC HEARING FOR 1009 SOUTH C	MACHESNEY	20172292	07/01/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$69.75	0
283577	PUBLIC HEARING FOR 211 BEELINE	MACHESNEY	20172294	07/01/2017	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$117.00	0
283578	LEGAL NOTICE:ICE ARENA COMPRES	MACHESNEY	20172092	07/01/2017	11174100-541145	SF	ADVERTISING	\$67.50	0
285885	PUBLIC NOTICE-2016 TREASURER'S	MACHESNEY	20172142	07/22/2017	11010030-541140	AD	LEGAL NOTICES	\$614.25	0
287249	LEGAL NOTICE-PREVAILING WAGE N	MACHESNEY	20172306	08/05/2017	11010030-541140	AD	LEGAL NOTICES	\$38.25	0
								1,467.00	

CHECK TOTAL: 1,652,494.63

WIRE/MANUAL TOTAL: 938,608.78

EXPENDITURE TOTAL: 2,591,103.41

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**07.18.17**DESCRIPTION:**

Resolution Approving a Lobbying Services Agreement between Alfred G. Ronan Ltd. and the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

Committee will take place on July 18, 2017 prior to the Board Meeting.

DATE:

07/18/17

BACKGROUND:

Consulting/lobbying services are needed within the Village to continue intergovernmental relations with other municipalities, the State of Illinois, and the relationship with the counties of DuPage and Cook and to be the advocate in Springfield for the Village. Services are also needed to help continue the cooperation between organizations the impact the Village such as the Tollway, railroad, and IDOT.

KEY ISSUES:

None.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Approval of the Resolution.

BUDGET IMPACT:

Budgeted \$7,500 monthly.

ACTION REQUIRED:

Approval of the Resolution approving the agreement between Alfred G. Ronan and the Village of Bensenville

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Agreement for Lobby Services with Alfred G. Ronan	6/28/2017	Cover Memo
Resolution	6/29/2017	Cover Memo

LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of this 1st day of June, 2017, by and between Alfred G. Ronan, Ltd., a consulting firm with offices at 328 S. Oak Park Ave., Suite 1, Oak Park, IL 60302 (hereinafter called "*Ronan*"), and the Village of Bensenville with its principal offices at 12 South Center Street, Bensenville, IL 60106 (hereinafter called "*Village*").

WITNESSETH:

WHEREAS, THE VILLAGE OF BENSENVILLE wishes to retain Alfred G. Ronan, Ltd. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WHEREAS, ALFRED G. RONAN, LTD. has represented to the Village that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Alfred G. Ronan, Ltd., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. Terms and Termination.

- (a) This agreement shall be effective as of June 1, 2017, and shall continue in full force and effect through May 31, 2018, a period of one year;
- (b) For and in consideration of Ronan's performance of services in accordance with the terms and conditions of this agreement, the Village shall pay Ronan, a fee of \$7,500 per month, payable upon monthly invoice.
- (c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If Ronan determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, Village shall reimburse Ronan for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Village prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. Lobbying Services.

The Village hereby retains Ronan, and Ronan, hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village and its Subsidiaries in the State of Illinois performing lobbying services (hereby called "Services"). Such Services shall include, but not be limited to, the following:

Monitoring and keeping the Village apprised on a regular basis of all legislation, bills, amendments, and regulatory activity now pending or proposed, or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and

- (i) Providing the Village with information and guidance as to the matters described herein and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and
 - (ii) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and
 - (iii) On instructions from an authorized representative, undertaking such actions as the Village may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.
- (b) Ronan shall maintain close liaison and frequent communication with the authorized representatives designated by the Village, particularly during critical periods or on priority items.

3. **Confidentiality.**

Inasmuch as in the rendering of Services hereunder, Ronan, its associates and employees may acquire confidential information and data concerning the business and operations of, or belonging to the Village, and additional information and data will be made available to or developed by Ronan; Ronan agrees to treat and maintain all such information and data as the Village's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Village, unless and until such information becomes a part of the public domain or Ronan legally acquires such information without restriction on disclosure from sources other than the Village or other companies with whom the Village has a business relationship.

4. **Relationship with Other Clients.**

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village or its subsidiaries and those of Ronan's other clients, Ronan agrees to notify the thereof promptly Village and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. Ronan agrees that the Village shall have the right to terminate this Agreement without liability upon written notice to Ronan, if, in the Village's sole judgment, upon reasonable basis, Ronan's representation of its other clients conflicts with the best interests of the Village's or its subsidiaries.

5. **Independent Contractor.**

Alfred G. Ronan, Ltd is and shall act as an independent contractor in performing Services hereunder.

6. **Non-Assignment.**

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.


7. **Miscellaneous.**

- (a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Ronan's performing services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.
- (b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Alfred G. Ronan, Ltd

Village of Bensenville

By 
Alfred G. Ronan
Title: President

By _____
Frank Desimone
Title: Village President

Resolution No. _____

**A RESOLUTION APPROVING AN AGREEMENT WITH
ALFRED G. RONAN LTD. FOR ITS CONSULTING SERVICES IN CONNECTION
WITH INTERGOVERNMENTAL RELATIONS**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE, pursuant to 65 ILCS 5/2-2-12, is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the VILLAGE desires to enter into an agreement with Alfred G. Ronan, Ltd. (hereinafter the "ALFRED RONAN") for consulting services in connection with the Village of Bensenville and for advisory services in connection with fostering cooperative intergovernmental relations with other municipalities and the State of Illinois; and

WHEREAS, the VILLAGE will benefit from the consulting and advisory services rendered by the ALFRED RONAN in that said services will enable the VILLAGE to implement a long-range development plan and to establish long-term cooperative relationships with municipalities and the State of Illinois; and.

WHEREAS, for the aforesaid reasons, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a consulting agreement with the ALFRED RONAN for consulting services in connection with advisory services in connection with intergovernmental relations (hereinafter the "AGREEMENT"), which

AGREEMENT is attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the AGREEMENT attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by Law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 18th day of July, 2017.

APPROVED:

Frank DeSimone, Village President

Attest:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Administration**DATE:**July 18, 2017**DESCRIPTION:**

Resolution Authorizing the Annual Membership of the Suburban O'Hare Commission (SOC) for the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

*Enrich the Lives of Residents**Major Business/Corporate Center**Vibrant Major Corridors***COMMITTEE ACTION:**

This item was presented at the Committee of the Whole prior to this evening's Board Meeting.

DATE:

July 18, 2017

BACKGROUND:

The Suburban O'Hare Commission "SOC" was established between local communities to help and support continuing issues that are caused by the close proximity to the airport. The annual membership is 2,500.00 per each community member.

KEY ISSUES:

O'Hare Airport will continue to be operational. The SOC membership, helps continue to keep communications fluid between effected communities near the airport. Our community continues to actively pursue the assurance that airport and aircraft operational procedures are being followed.

The membership dues structure was pushed for by the Village of Bensenville. Previously, the structure was that member communities would simply contribute what they felt was appropriate. This had devolved into some communities paying nothing while other communities such as Bensenville and Elk Grove Village would pay the lion's share.

It should be noted that contracts such as those with JDA, outside of the normal administration of SOC, are not included with the annual dues. While Bensenville would have like to seen a more comprehensive funding model, the annual dues is a good first step.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff is recommending approval of the Resolution authorizing the payment of the annual membership of the SOC.

BUDGET IMPACT:

\$2500.

ACTION REQUIRED:

Approval of the Resolution authorizing the annual payment of \$2,500. to the SOC.

ATTACHMENTS:

Description

Resolution of SOC Annual Dues

Upload Date

7/13/2017

Type

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PAYMENT OF THE ANNUAL MEMBERSHIP
TO THE SUBURBAN O'HARE COMMISSION "SOC"**

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

That the Village Manager is authorized to execute a payment to the Suburban O'Hare
Commission "SOC" for the annual membership dues 2017-2018 in the not to exceed amount of
\$2,500.00

PASSED AND APPROVED by the President and Board of Trustees of the Village of
Bensenville, Illinois, July 18, 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager**DATE:**July 18, 2017**DESCRIPTION:**Resolution Authorizing Payment to the Suburban O'Hare Commission***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:**

None.

DATE:

July 18, 2017

BACKGROUND:

JDA is the airport noise consultant hired by SOC to analyze and recommend ideas to help mitigate noise over member communities.

KEY ISSUES:

- Rotation Test 2 and Test 3 were designed for 12 week stretches
- Runway Rotation Test 3 will be the final test before the interim rotation plan will be adopted
- Contributions are voluntary to SOC to pay for JDA contract
- Bensenville successfully reduced and negotiated the scope of the contract down by roughly \$60,000.

ALTERNATIVES:

- Contribute alternate amount.
- Do not contribute.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the attached resolution authorizing the Village Manager to contribute up to 20% of the project costs.

BUDGET IMPACT:**ACTION REQUIRED:**

Staff recommends approval of the attached resolution granting payment authority to the Village Manager.

ATTACHMENTS:**Description**

Resolution- SOC for JDA

Upload Date

7/13/2017

Type

Cover Memo

RESOLUTION NO.

**A RESOLUTION AUTHORIZING PAYMENT TO THE SUBURBAN O'HARE
COMMISSION**

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

Authorize the Village Manager to make a payment in the total not-to-exceed amount of \$20,000 to the Suburban O'Hare Commission, to pay in-part to the JDA Aviation Technology Consulting Agreement to conduct an analysis of potential measures which could be used at Chicago's O'Hare Airport to reduce or ameliorate the impact of aircraft noise on the surrounding communities.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 18th day of July 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**06.19.17**DESCRIPTION:**

Ordinance Approving Variances for Construction of a Wall Sign for the Applicant Village of Bensenville, located at 735 East Jefferson Street

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☐*Enrich the lives of Residents**Quality Customer Oriented Services**Major Business/Corporate Center*

X

*Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

This item was presented at the Committee of the Whole Meeting tonight prior to the Village Board Meeting.

DATE:

06.19.17

BACKGROUND:

The applicant is proposing to install a Chiefs Hockey Club internally lit cabinet sign on the front elevation. The face-lit channel logo and lettering is roughly 55.7 square feet. It will be mounted on the west end of the Edge Ice Arena roughly 13 feet 6 inches above ground, in line with other signage on the building.

KEY ISSUES:

- 1) The Chiefs Hockey club recently negotiated a 7-year \$2.64 million contract with the Village.
- 2) There are four existing signs, one for the EDGE itself and others for various affiliated groups. This will be the fifth sign.
- 3) The size and nature of this proposed sign is in line with the other existing signs.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

- 1) The staff respectfully recommends that the Variances be approved.
- 2) At the Public Hearing on June 19, 2017, the Community Development Commission voted unanimously (5-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance approving Variances for the applicant Village of Bensenville, located at 735 East Jefferson Street.

ATTACHMENTS:**Description****Upload Date****Type**

Ordinance

7/13/2017

Ordinance

Aerial & Zoning Maps

6/12/2017

Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF VARIANCES
TO ALLOW FOR CONSTRUCTION OF A WALL SIGN
AT THE PROPERTY COMMONLY KNOWN AS
735 EAST JEFFERSON STREET, BENSENVILLE, ILLINOIS**

WHEREAS, the Village of Bensenville (“Owner”) and (“Applicant”), filed an application (CDC Case #2017-15) for approval of a variance to allow for construction of a wall sign, Number Permitted, Municipal Code Sections 10 – 18 – 12 – 3b – 2 and Maximum sign area, Municipal Code Section 10 – 18 – 12 – 3c – 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 735 East Jefferson Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variances sought by the Applicant was published in the Bensenville Independent on June 1, 2017 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 19, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by the Applicant recommending approval of the variance and, thereafter, voted (5-0) recommending approval of the variance, and

WHEREAS, the Community Development Commission then forwarded its recommendations, including the Staff Report and findings relative to the variation as are attached hereto and incorporated herein by reference as Exhibit "B" to the Committee Of the Whole, and

WHEREAS, the Committee Of the Whole voted _____ to _____ the variance to allow for construction of a wall sign; and

WHEREAS, on July 18, 2017 the Committee Of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Village Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variances as recommended by the Committee Of the Whole to allow for construction of a wall sign is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I – 3 Heavy Industrial District, which zoning classification shall remain in effect subject to the variance approved herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, being reviewed, is adopted by the Village Board of Trustees, which has found that the variances should be approved as requested on the facts submitted by the Applicant.

SECTION FOUR: That the variance sought by the Owner/Applicant to allow the wall sign on the Subject Property is hereby approved with the following conditions:

1. The plans and aesthetics of the development to be in substantial compliance with the plans dated 04.24.17 by South Water Signs submitted with this application.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 25th day of July 2017.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

Legal Description

The Legal Description is as follows:

PARCEL 1: THAT PART OF LOT 13 IN GREEN AVENUE ACRES, A SUBDIVISION IN SECTION 13 AND 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 23, 1947 AS DOCUMENT 523537, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE BENSENVILLE SEWER PLANT LOT AS SHOWN IN THE PLAT OF SAID GREEN AVENUE ACRES; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT, EXTENDED SOUTH, 98.8 FEET TO THE NORTH LINE OF HICKORY STREET; THENCE WESTERLY ALONG THE NORTH LINE OF SAID STREET 395.11 FEET TO THE WEST LINE OF THE EAST 1695.0 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH ALONG THE WEST LINE OF THE EAST 1695.0 FEET OF SAID NORTHEAST QUARTER, 105.6 FEET TO THE SOUTH LINE OF SAID BENSENVILLE SEWER PLANT LOT; THENCE EAST ALONG SAID SOUTH LINE, 395.0 FEET TO THE PLACE OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE EAST 1700 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTIN 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

Commonly known as 735 East Jefferson Street, IL 60106.

Ordinance # _____

Exhibit "B"

Community Development Commission Findings of Fact / Recommendation

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.

Response: The sign is for an affiliated group using EDGE and is similar to other groups' signs located on the building.

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.

Response: Due to the nature of the EDGE, multiple groups use the ice and require signage.

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.

Response: The circumstances relate only to this property.

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.

Response: The needed variance did not result from any 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.

Response: A variance is necessary to enjoy the rights of the property.

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

Response: Without a variance, we will be deprived of reasonable use or enjoyment 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.

Response: The variance will not alter local character.

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.

Response: The variance will be consistent with the title and plan.

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

Response: This is the minimum variance needed.

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the proposed variance with the following conditions:

1. The plans and aesthetics of the development to be in substantial compliance with the plans dated 04.24.17 by South Water Signs submitted with this application.

Motion: Commissioner Pisano made a motion to close CDC Case No. 2017-15. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rodriguez, Rowe

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing at 7:43 p.m.

Motion: Commissioner Rowe made a combined motion to approve the Findings of Fact listed above and to approve Variances for the construction of a wall sign; Number permitted, Municipal Code Section 10 – 18 – 12 – 3b – 2; Maximum sign area, Municipal Code Section 10 – 18 – 12 – 3c – 2. Chairman Moruzzi seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rodriguez, Rowe

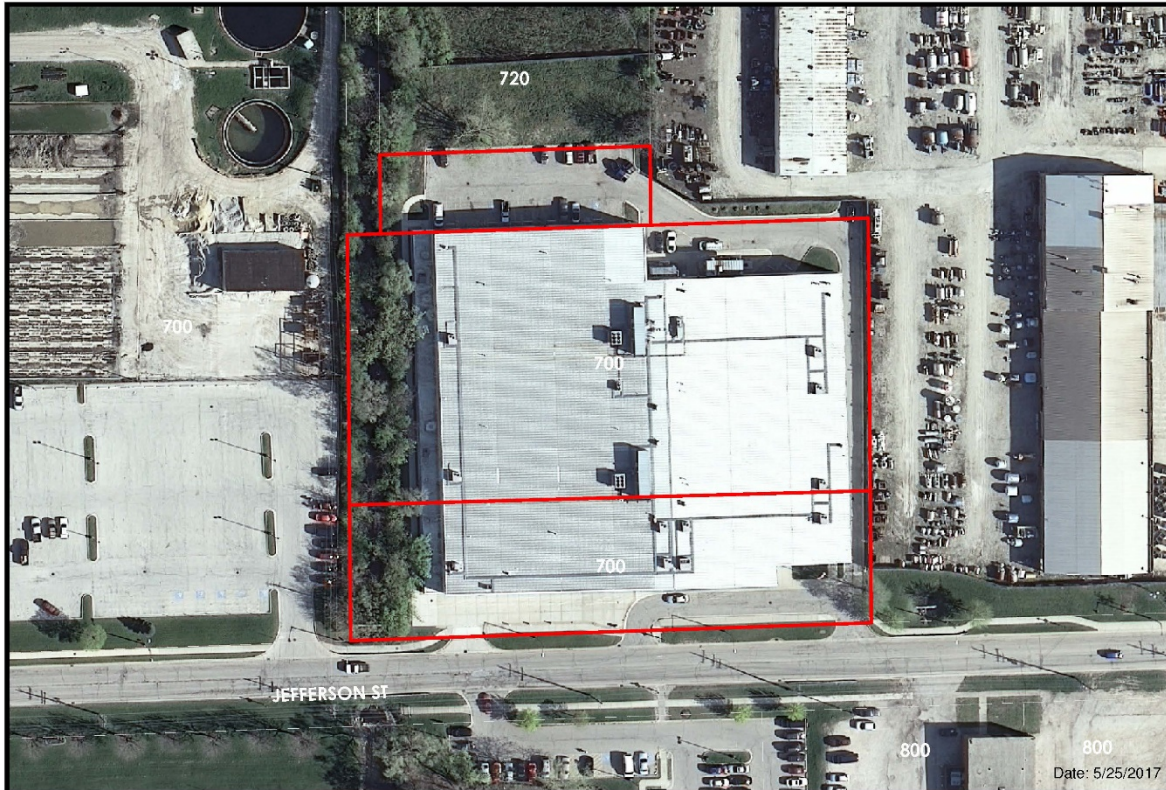
Nays: None

All were in favor. Motion carried.



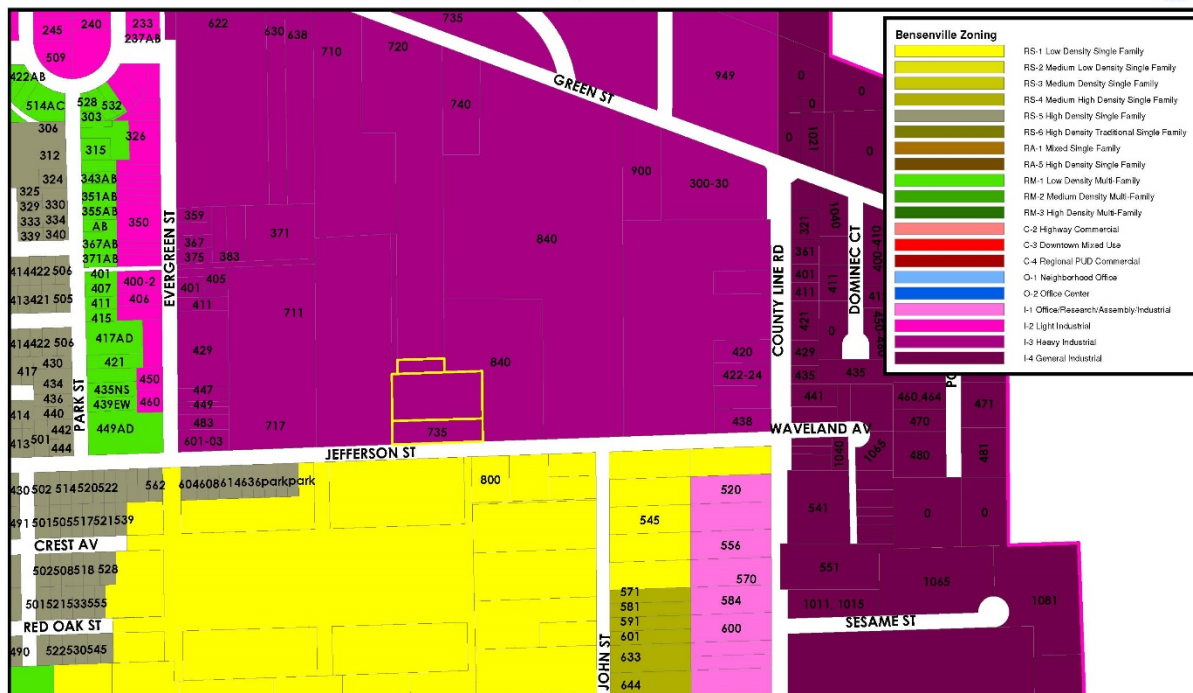
Village of Bensenville

735 E Jefferson



Village of Bensenville

Zoning Map



TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.18.17**DESCRIPTION:**

Ordinance Denying a Variance for the Construction of a Concrete Pad for Additional Parking for the Applicant Noelia Hernandez, Located at 434 South Barron Street, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**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:**

The item was presented to the Committee of the Whole Meeting prior to tonight's Board Meeting.

DATE:

06.19.17

BACKGROUND:

The applicant is proposing to remove and replace an approximately 800 square foot gravel and asphalt driveway off the alley and an approximately 90 square foot concrete walk in the front of the house. She is also proposing to install an approximately 378 square foot asphalt-parking pad to the north of her driveway and approximately 240 square foot of asphalt to the south to of the driveway. The total impervious surface of the lot does not go above the 50% threshold.

KEY ISSUES:

- 1) Code allows for 4 total parking spaces. Applicant has a two car garage and a substantial driveway leading to the alley which allows for at least 2 more cars, possibly more.
- 2) Staff has concerns with harmful precedent this could set.
- 3) Police and staff also noted what seems to be a problem with applicant and other neighbors parking/storing cars in their rear yards in violation of code.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

- 1) The staff respectfully recommends that the Variances be denied.
- 2) At the Public Hearing on June 19, 2017, the Community Development Commission voted unanimously (5-0) to recommend denial of the Requests.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Denial of an Ordinance approving variances for the applicant Noelia Hernandez, located at 434 South Barron Street.

ATTACHMENTS:DescriptionUpload DateType

Ordinance
Aerial & Zoning Maps

7/13/2017
6/13/2017

Ordinance
Backup Material

ORDINANCE # _____

**AN ORDINANCE DENYING VARIANCE TO ALLOW
AN INCREASE IN THE NUMBER PARKING SPACES FOR THE PROPERTY
LOCATED AT 434 SOUTH BARRON STREET, BENSENVILLE, ILLINOIS**

WHEREAS, Noelia Hernandez (“Owner”) and (“Applicant”), filed an application for approval of variance to allow an increase in the number of parking spaces allowed in a Single Family Zoning District as forth in Sections 10 – 11 – 7 – 1C - 2 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 434 South Barron Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variance sought by the Applicant was published in the Bensenville Independent on June 1, 2017 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 19, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission denied the findings of fact submitted by Applicant recommending approval of the variances and, thereafter, voted unanimously (5-0) to recommend denial of the increase in number parking spaces, and forwarded its recommendations, including the Staff Report and findings relative to the variations to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on July 18, 2017 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that denial of the requested variance as recommended by the Community

Development Commission to allow an increase in the number parking spaces is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as RS -2 Medium Low Density Single Family District, which zoning classification shall remain in effect subject to the variance denied herein.

SECTION THREE: That the Staff Report and Recommendation to deny the variances sought, as allowed by the Zoning Ordinance, Section 10-11 – 7 – 1C - 2, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the denial of said variances are proper and necessary.

SECTION FOUR: That the variances sought by the Applicant to allow an increase in the number parking spaces on the Subject Property is hereby denied.

SECTION SIX: 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 SEVEN: 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 18th day of July, 2017.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____ - 2017

Exhibit “A”

Legal Description

The Legal Description is as follows:

LOT 175 IN VOLK BROS' EDGEWOOD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213084, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 434 South Barron Street, Bensenville, IL 60106.

Permanent Index Number: 03 – 23 – 208 - 017

Ordinance # ____ - 2017
Exhibit “B”
Findings of Fact

Motion:

Mr. Pozsgay reviewed the approval criteria for the proposed variance 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.

Response: My kid’s families live out of town, so when they come over on the weekends they stay over. I would like to provide enough parking space for all of us.

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.

Response: We would like a well-structured parking pad with enough space for us.

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.

Response: The main reason we want a bigger parking pad is to provide my children space for vehicles and space for solid ground.

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.

Response: There has not been any action taken, on our part to proceed with construction. We now know that a variance is needed in order to proceed with obtaining the permit for construction to begin.

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.

Response: I have seen several homes in our area that have had additions added on to them. We would also like to reserve the same right to improve and enhance our living space while residing in Bensenville.

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.

Response: Without the variance, we would not be able to have all of our children over comfortably at the same time to provide parking.

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.

Response: The extra parking we plan to add to the parking pad will not in any way impair the environmental quality or welfare of the vicinity in which we live.

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.

Response: If this variance is granted, it will in no way interfere with the General Development Plan adopted by the Village of Bensenville.

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.

Response: If approved, we will be able to proceed with our plans to obtain permit and begin construction without incurring additional costs.

Mr. Pozsgay stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the variance. Mr. Pozsgay stated if the Commission recommends approval, Staff recommends the following conditions:

1. The driveway should have positive drainage pitch without adversely affecting neighboring properties. The proposed improvements can't block off existing drainage.
2. Village inspectors should confirm that the home is not being used as anything other than a single-family residence. This includes no businesses operating out the home requiring the use of outdoor storage and/or parking. This also includes the home being subdivided and rented to multiple tenants against current ordinance.
3. The additional parking area be properly screened.
4. No outdoor storage of vehicles allowed.

Motion: Commissioner Pisano made a motion to close CDC Case No. 2017-16. Commissioner Rowe seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rodriguez, Rowe
Nays: None

All were in favor. Motion carried.
Chairman Moruzzi closed the Public Hearing at 8:11 p.m.

Motion: Commissioner Rowe made a combined motion to deny the Findings of Fact listed above and to deny the proposed variance. Commissioner Pisano seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rodriguez, Rowe
Nays: None

All were in favor. Motion carried.

Mike Moruzzi, Chairman
Community Development Commission



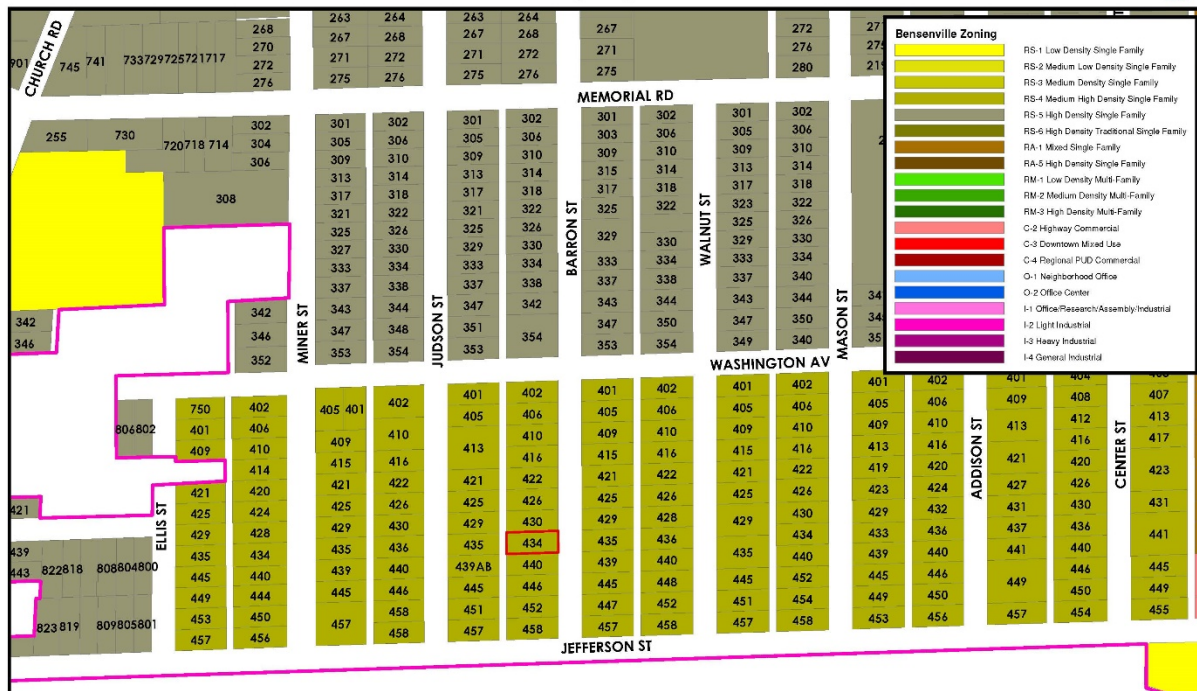
Village of Bensenville

434 S Barron



Village of Bensenville

Zoning Map



TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.18.17**DESCRIPTION:**

Ordinance Approving a Variance for Construction of a Fence in the Corner Side Yard for the Applicant Fernando Lucero, Located at 311 Diana Court

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**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:**

This item was presented to the Committee of Whole Meeting prior to tonight's Board Meeting.

DATE:

06.19.17

BACKGROUND:

The applicant is proposing to construct a 6-foot high fence in his corner side yard. The fence will be chain link with wooden posts. The property in question is zoned RS – 2 Medium Low Density Single Family and is located on the southwest corner of Diana Ct and Pamela Dr. It is not a reverse corner lot.

KEY ISSUES:

- 1) Fence is proposed on a corner side yard.
- 2) Applicant wants a chain link fence in order to allow children to play in rear yard.
- 3) Due to recent break-ins, applicant does not want a privacy fence. A chain link fence allows site into in the back yard.
- 4) CDC members would like to see the fence set back with landscaping installed.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

- 1) The staff respectfully recommends that the Variance be approved.
- 2) At the Public Hearing on June 19, 2017, the Community Development Commission voted (4-1) to recommend approval of the requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance approving Variances for the applicant Fernando Lucero, located at 311 Diana Court.

ATTACHMENTS:DescriptionUpload DateType

Draft Ordinance
Aerial & Zoning Maps

7/13/2017
6/13/2017

Ordinance
Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE
TO ALLOW FOR CONSTRUCTION OF A CONSTRUCTION OF A FENCE IN A
CORNER SIDE YARD
AT THE PROPERTY COMMONLY KNOWN AS
311 DIANA COURT, BENSENVILLE, ILLINOIS**

WHEREAS, Fernando Lucero (“Owner”) and (“Applicant”), filed an application (CDC Case #2017-14) for approval of a variance to allow for construction of a fence in a corner side yard, Municipal Code Section 10 – 14 – 11 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 311 Diana Court, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variances sought by the Applicant was published in the Bensenville Independent on June 1, 2017 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 19, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by the Applicant recommending approval of the variance and, thereafter, voted (4-1) recommending approval of the variance, and

WHEREAS, the Community Development Commission then forwarded its recommendations, including the Staff Report and findings relative to the variation as are attached hereto and incorporated herein by reference as Exhibit "B" to the Committee Of the Whole, and

WHEREAS, the Committee Of the Whole voted _____ to _____ the variance to allow for construction of a fence in a corner side yard; and

WHEREAS, on July 18, 2017 the Committee Of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variances as recommended by the Committee Of the Whole to allow for construction of a fence in a corner side yard is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as RS – 2 Medium Low Density Single Family District, which zoning classification shall remain in effect subject to the variance approved herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, being reviewed, is adopted by the Village Board of Trustees, which has found that the variances should be approved as requested on the facts submitted by the Applicant.

SECTION FOUR: That the variance sought by the Owner/Applicant to allow the fence in a corner side yard on the Subject Property is hereby approved with the following conditions:

1. The applicant must get staff approval on final material and design.
2. The fence must be installed a minimum of three feet off the property line.
3. Applicant must work with staff on aesthetics and landscaping.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 25th day of July 2017.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

Legal Description

The Legal Description is as follows:

LOT 226 IN BRENTWOOD TERRACE, A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 24 AND PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 10, 1956 AS 826909, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 311 Diana Court, Bensenville, IL 60106.

Ordinance # _____

Exhibit "B"

Community Development Commission Findings of Fact / Recommendation

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.

Response: Special circumstances that exist relate to the property and are specific due to the layout of the property.

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

Response: Prohibiting a fence in the side yard would result in unnecessary and undue hardship based on the layout of the property and buildings and otherwise inability to properly use the remaining yard.

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.

Response: The special circumstances relate only to the physical character of the land and buildings.

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.

Response: The special circumstances have not resulted from any act of the applicant.

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.

Response: The variance is necessary for the applicant to enjoy the same property rights and privileges as the interior street properties and does not confer a 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.

Response: The grant of the variance is necessary because without the requested variance, the applicant will be deprived of reasonable use from their property limiting their privacy, safety, and use of the yard.

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.

Response: The granting of the variances will not alter the essential character of their locality nor substantially impair environmental quality 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.

Response: The requested fencing is consistent with the Village Plan's intent.

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.

Response: The minimum variance has been requested by the applicant in the terms of fence construction.

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the proposed variance with the following conditions:

1. The applicant must get staff approval on final material and design.
2. The fence must be installed a minimum of three feet off the property line.
3. Applicant must work with staff on aesthetics and landscaping.

Motion: Commissioner Rowe made a motion to close CDC Case No. 2017-14. Commissioner Pisano seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rowe

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing at 7:36 p.m.

Motion: Commissioner Rowe made a combined motion to approve the Findings of Fact listed above and to approve Variance for construction of a fence in a corner side yard., Municipal Code Section 10 – 14 – 11. Commissioner Pisano seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Rodriguez, Rowe

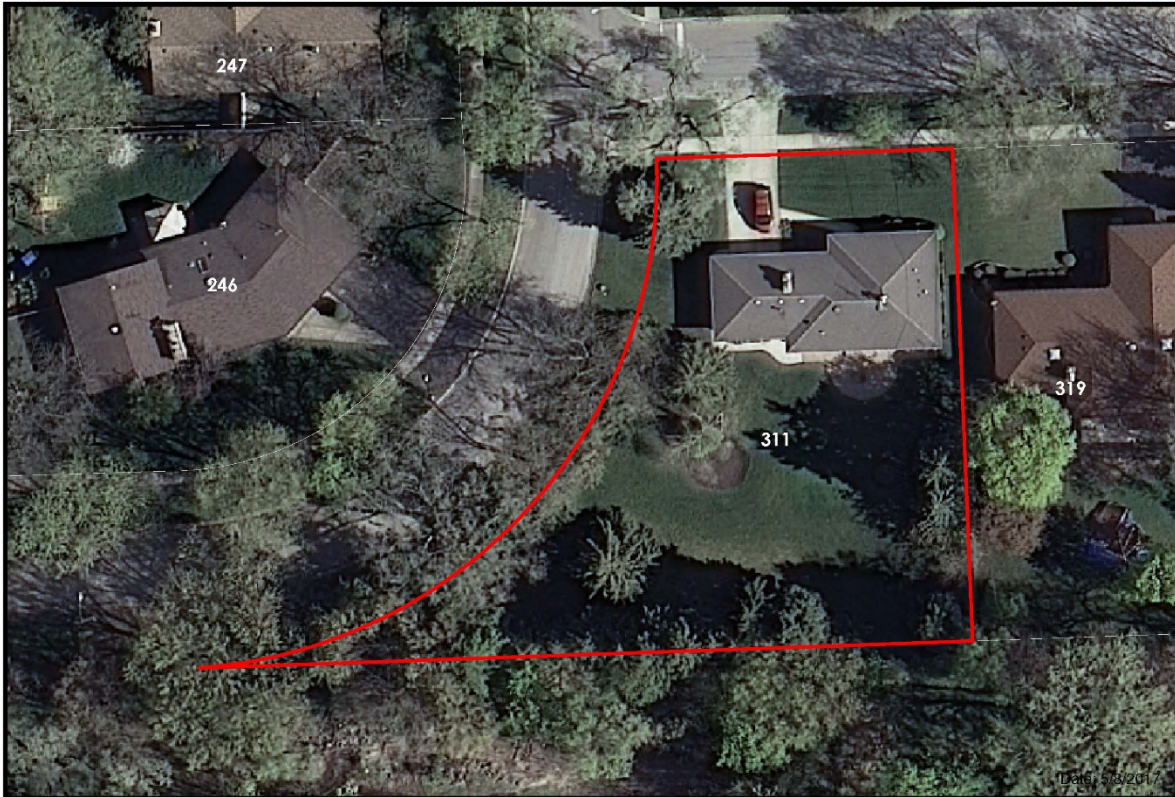
Nays: Pisano

Motion carried.



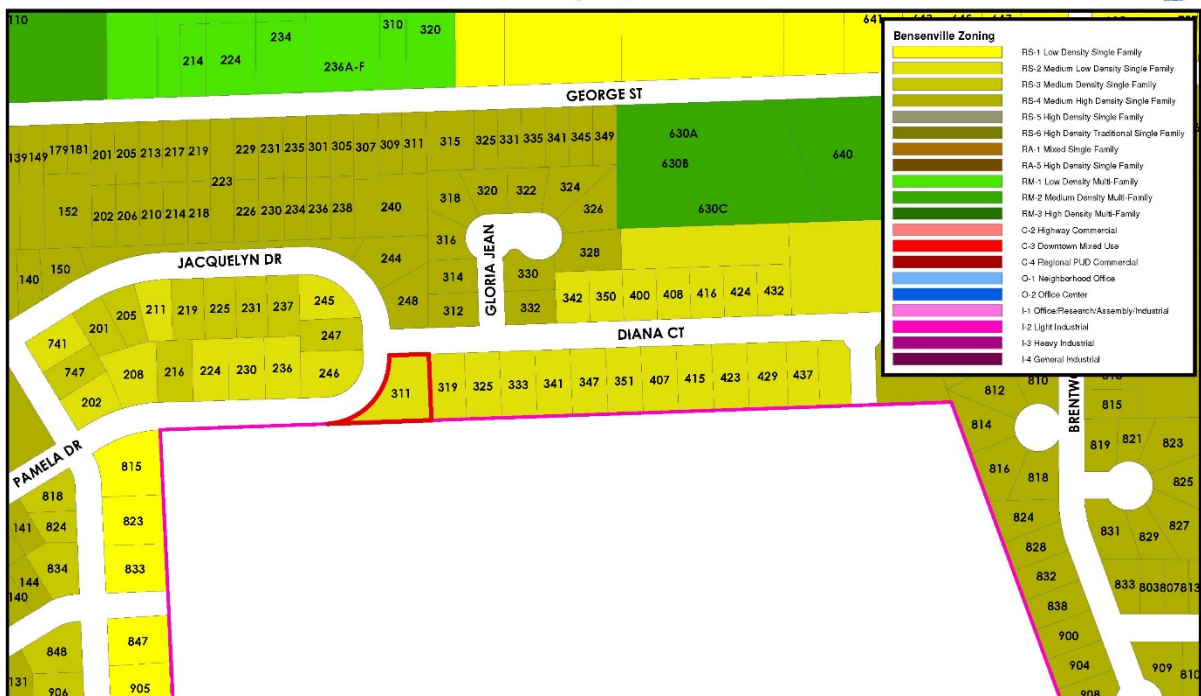
Village of Bensenville

311 E Diana



Village of Bensenville

Zoning Map



TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.18.17**DESCRIPTION:**

Ordinance Denying a Conditional Use Permit to Allow Motor Vehicle Repair Major & Minor for the Applicant ABW Automotive, located at 211 Beeline Drive Unit 11, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:☐

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

☐

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

COMMITTEE ACTION:

CEDC

DATE:

06.19.17

BACKGROUND:

The applicant is requesting a conditional use permit to operate their motor vehicle repair shop. The space formerly had a conditional use permit granted solely to Tom's Truck Repair and was not transferable. The property in question is the multiple tenant industrial facility on the north side of Beeline Drive east of Meyer Road and is zoned I – 2 Light Industrial.

KEY ISSUES:

- 1) This multi-tenant industrial property has had many parking issues due to tenant make-up.
- 2) Outdoor storage of vehicles is a separate Conditional Use and was NOT applied for as part of this application.
- 3) Tenant claims they are able to park 7 vehicles in the unit. There are 5 customer parking spaces for this unit on site.
- 4) Tenant will utilize off-site parking in another municipality.
- 5) There is no triple catch basin installed as required. Previous tenant had this a condition of approval and never installed.
- 6) Tenant claims to only work on minor vehicles (less than 8,000 lbs). No tractors or trailers will be worked on.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

- 1) The staff respectfully recommends that the Conditional Use Permit be denied.
- 2) At the Public Hearing on June 19, 2017, the Community Development Commission voted unanimously (5-0) to recommend Denial of the Requests. Motion passed.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Denial of an Ordinance approving Conditional Use Permit for the applicant ABW Automotive, located at 211 Beeline Drive Unit 11, Bensenville, IL.

ATTACHMENTS:DescriptionUpload DateType

Draft Ordinance
Aerial and Zoning Map

7/13/2017
3/14/2017

Ordinance
Backup Material

ORDINANCE # _____

**AN ORDINANCE DENYING CONDITIONAL USE PERMIT TO ALLOW
MOTOR VEHICLE REPAIR MAJOR & MINOR FOR THE PROPERTY LOCATED AT
211 BEELINE DRIVE UNIT 11, BENSENVILLE, ILLINOIS**

WHEREAS, Anthony Oddo (“Owner”) and ABW Automotive (“Applicant”), filed an application (CDC Case #2017-04) for approval of a conditional use permit to allow Motor Vehicle Repair, Major and Minor, Municipal Code Sections 10 – 9B – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 211 Beeline Drive Unit 11, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variance sought by the Applicant was published in the Bensenville Independent on June 1, 2017 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 19, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission denied the findings of fact submitted by Applicant recommending approval of the variances and, thereafter, voted unanimously (5-0) to recommend denial of the conditional use for motor vehicle repair major and minor, and forwarded its recommendations, including the Staff Report and findings relative to the conditional use to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on July 18, 2017 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that denial of the requested conditional use as recommended by the

Community Development Commission to allow motor vehicle repair, major and minor is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I – 2 Light Industrial District, which zoning classification shall remain in effect subject to the conditional use denied herein.

SECTION THREE: That the Staff Report and Recommendation to deny the conditional use sought, as allowed by the Zoning Ordinance, Section 10 – 9B – 3, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the denial of said variances are proper and necessary.

SECTION FOUR: That the conditional use sought by the Applicant to allow motor vehicle repair, major and minor on the Subject Property is hereby denied.

SECTION SIX: 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 SEVEN: 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 18th day of July 2017.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____ - 2017
Exhibit "A"
Legal Description

The Legal Description is as follows:

PARCEL 1:

THE NORTH 30.04 FEET OF THAT PART OF THE WEST 234.18 FEET OF LOT 3 LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE THEREOF, THROUGH A POINT 390.42 FEET NORTH OF THE SOUTHWEST CORNER THEREOF IN MOHAWK ACRES, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 17, 1934 AS DOCUMENT 350561, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED IN THE DECLARATION OF EASEMENTS MADE BY THE GLENVIEW STATE BANK, A BANKING CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 3, 1972 AND KNOWN AS TRUST NO. 830 AND RECORDED DECEMBER 5, 1972 AS DOCUMENT R72-74496, OVER, UNDER AND UPON THE FOLLOWING LEGALLY DESCRIBED PROPERTY: THE WEST 30.0 FEET AND THE EAST 30.0 FEET OF THE WEST 234.18 FEET OF LOT 3, EXCEPT THE NORTH 536.59 FEET THEREOF, AND EXCEPT THE SOUTH 33.0 FEET THEREOF IN MOHAWK ACRES, AS SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 17, 1934 AS DOCUMENT 350561, IN DUPAGE COUNTY, ILLINOIS

ALSO:

THE SOUTH 20.0 FEET OF THE NORTH 536.59 FEET OF THE EAST 174.18 FEET OF THE WEST 204.18 FEET OF LOT 3, IN MOHAWK ACRES, A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 17, 1934 AS DOCUMENT 350561 IN DUPAGE COUNTY, ILLINOIS

Commonly known as 211 Beeline Drive Unit 11 Bensenville, IL 60106.

Ordinance # ____ - 2017
Exhibit “B”
Findings of Fact

Motion:

Mr. Pozsgay reviewed the approval criteria for the proposed variance 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.

Applicant’s Response: There will be two parking spots outside for employees and two parking spots for customers. The rest of the vehicles will be stored inside. We also have an offsite parking.

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.

Applicant’s Response: There will be no type of effects of noise, glare, odor, dust, waste disposal, blockage of light or air, or other adverse environmental effects of a type of degree.

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.

Applicant’s Response: There will be no affect on neighborhood characters.

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.

Applicant’s Response: The proposed use will not put any type of strain on community facilities or services beyond the normal occurrence for a regular industrial user.

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.

Applicant's Response:

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.

Applicant's Response: We have a offsite parking to keep cars which parking will be kept to the minimum.

Mr. Pozsgay stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Conditional Use Permit for ABW Automotive. Mr. Pozsgay stated if the Commission recommends approval, Staff recommends the following conditions:

1. The Conditional Use Permits be granted solely to ABW Automotive, 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, and
2. A copy of the Conditional Use Permit and associated variance must be kept on the premises of the establishment and be presented to any authorized Village official upon request, and
3. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application, and
4. There shall be no work performed on vehicles out of doors, all work to be conducted within the fully enclosed building.
5. The owner and applicant shall work with the Village staff to create a functioning property owners/business association to ensure the maintenance, upkeep and harmony of the property and businesses.
6. There shall be no outdoor trash corral. All trash to be kept inside the building.
7. There shall be no outdoor storage or overnight parking of tractors or trailers outside of the subject property.
8. There shall be no trailers left on-site.
9. The property owner and applicant will work with the Village in garnering support for the establishment of a mechanism that provides unified control of the overall property to ensure the proper.

10. The use should be restricted to Minor Vehicle repair only, on vehicles under 8,000 pounds and to strictly prohibit work on tractors, large trucks and trailers.

Commissioner Rodriguez asked if the current business was a conforming use. Mr. Pozsgay stated it was non-conforming.

Motion: Commissioner Pisano made a motion to close CDC Case No. 2017-04. Commissioner Rowe seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rodriguez, Rowe

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing at 7:07 p.m.

Motion: Commissioner Rowe made a combined motion to deny the Findings of Fact listed above and to deny the proposed conditional use permit. Commissioner Pisano seconded the motion.

ROLL CALL: Ayes: Moruzzi, Marcotte, Pisano, Rodriguez, Rowe

Nays: None

All were in favor. Motion carried.



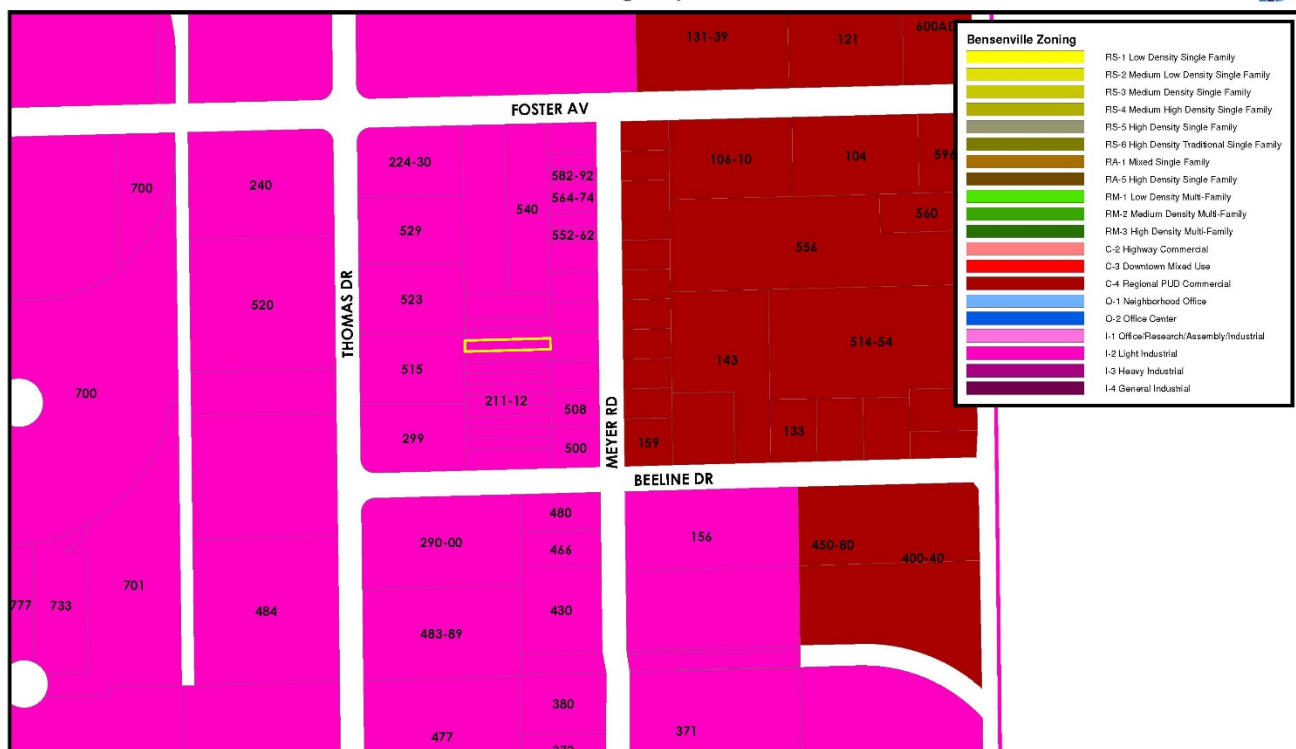
Village of Bensenville

211 W Beeline Unit 11



Village of Bensenville

Zoning Map



TYPE:Resolution**SUBMITTED BY:**Chief Frank Kosman**DEPARTMENT:**Police**DATE:**July 18, 2017**DESCRIPTION:**

Resolution to Pay the Annual Northeast DuPage Youth and Family Services (NEDYFS) Contribution of \$18,925

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>

COMMITTEE ACTION:

This item was presented at the Committee of the Whole Meeting prior to the Board Meeting.

DATE:

July 18, 2017

BACKGROUND:

Northeast DuPage Youth and Family Services (NEDYFS) is a community based social service agency that provides 24-hour crisis intervention services, counseling, referrals, employee assistance for village employees, and training/technical assistance for the police department. The Village, through the Police Department, has been a member of this intergovernmental social service agency since 1976. The other current members are Addison and Itasca. By sharing the cost, the member municipalities are able to provide these beneficial services more efficiently.

KEY ISSUES:

The social service agency receives a state grant to administer the crisis intervention for runaway and "at risk" youths and to counsel the "at risk" adolescents with mental health issues. In addition to crisis intervention, the social service agency provides individual, family and marital counseling services at no cost to those residing within the participating communities. This provides the opportunity for Bensenville families that may otherwise not have access to such services. The Department also uses the agency for station adjustment counseling and community service supervision for the juvenile offender diversion program. During 2017, the agency provided 770 service hours of crisis intervention, consulting, and referrals for Bensenville residents. This does not include the counseling normally performed at the teen center in the context of after school programs.

ALTERNATIVES:

1. Approve a Resolution to Pay the Annual Contribution
2. Discretion of the Board.

RECOMMENDATION:

The staff recommendation is approval of the Resolution.

BUDGET IMPACT:

The invoiced annual contribution is \$18,925. This amount is \$300 more than last year but within the amount approved in the FY2017 budget. The projected hourly cost for 770 service hours for last year based on the Village's contribution in 2017 is only \$24.58 per hour.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Payment for the Annual Northeast DuPage Youth and Family Services Contribution for Fiscal Year 2017

ATTACHMENTS:

Description

Proposed Resolution for Annual Contribution

Upload Date

7/11/2017

Type

Resolution Letter

Resolution No. R-

Authorizing the Payment for the Annual Northeast Du Page Youth and Family
Services Contribution for Fiscal Year 2017

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

That the Village Manager is authorized to execute a purchase order for the
contribution to the Northeast Du Page Youth and Family Services in the not to
exceed amount of \$18,925.

PASSED AND APPROVED by the President and Board of Trustees of the
Village of Bensenville, Illinois, this 18th day of July, 2017.

APPROVED:

Frank DeSimone
Village President

ATTEST

Nancy Quinn
Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**July 18, 2017**DESCRIPTION:**

Resolution Authorizing a Direct Purchase of Streetlights and Associated Accessories from BA Lighting LLC to be Installed as Part of the 2017 Annual Residential Streetlight Project (CDBG) in the Not-to-Exceed Amount of \$85,799.61

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

COMMITTEE ACTION:

This item was presented at the Committee of the Whole Meeting prior to the Board Meeting.

DATE:

July 18, 2017

BACKGROUND:

The 2011 Citizen Survey identified Residential Street Lighting a desire of the community. Residential street lights are designed to be decorative and provide ambient lighting to our neighborhoods to provide a sense of safety and aesthetics. These streetlights are intended to provide a dimming effect to our sidewalks. Our goal is to provide residential lighting within all our neighborhoods. Spacing of lights is anticipated to be around 150 feet and alternating sides of the street. The Village has successfully completed Annual Residential Streetlight project in 2015 and 2016. In 2015, the Village installed 27 lights for approximately \$237,000 while in 2016, the Village installed 22 lights for approximately \$200,000. Both of these projects were on-site design-build projects.

In an effort to increase the number of lights installed per year, the Village submitted an application for obtaining DuPage County Community Development Block Grant (CDBG) funds for the 2017 Annual Residential Streetlight Project. The CDBG program is generally a 75/25 split with a maximum cap of \$400,000 per project. For this project, the Village requested 50% of the total project costs (or \$200,000) through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. The Village has received CDBG funding in the amount of \$199,135.00

KEY ISSUES:

Amerlux is the manufacturer of the proposed Streetlights. PG Enlighten is one of the sales representative for Amerlux in Illinois and BA Lighting is the distributor. In the past two years, the Village has successfully collaborated with BA lighting to perform design build contracts for residential streetlight installations. The Village intends to purchase the streetlights directly from the distributor and provide them to the contractor to install as part of the project. Staff has received a proposal from BA Lighting to supply thirty-nine (39) streetlights to be installed as part of this year's project. The price per streetlight is same as last year \$2199.99/each. The price includes the fixture and the pole assembly. Staff took a similar approach of direct purchase for the IL-19 Streetscape Projects as well as IDOT York-Irving Project. Direct purchase results in the savings for the Village.

The labor for installation of the streetlights will be incorporated into the 2017 Annual Residential Streetlight Project. Based on the engineer's estimate, staff is anticipating savings of approximately \$31,200 or \$800/each by direct purchasing of the materials as opposed to having a contractor purchase it.

As the sole distributor of the fixtures for the region, we are seeking to waive competitive bidding and make a direct purchase from BA Lighting.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the purchase.

BUDGET IMPACT:

In 2017, the Village has budgeted \$200,000 for the Annual Residential Streetlight Project. The streetlight purchase will be billed to the same account. The direct purchase of the streetlight counts towards the Village's match for this 50-50 CDBG project.

ACTION REQUIRED:

Approval of the Resolution authorizing a direct purchase of Streetlights and associated accessories from BA Lighting, LLC to be installed as part of 2017 Annual Residential Streetlight Project (CDBG) in the not-to-exceed amount of \$85,799.61

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	7/10/2017	Resolution Letter
Location Map	7/10/2017	Backup Material
Amerlux Light Fixture Spec	7/11/2017	Backup Material
BA Lighting Proposal	7/10/2017	Backup Material
CDBG Award letter	7/10/2017	Backup Material

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A DIRECT PURCHASE OF STREETLIGHTS AND ASSOCIATED ACCESSORIES FROM BA LIGHTING LLC. TO BE INSTALLED AS PART OF 2017 ANNUAL RESIDENTIAL STREETLIGHT PROJECT (CDBG) IN THE NOT-TO-EXCEED AMOUNT OF \$85,799.61

WHEREAS the Village of Bensenville performed a Residential Community Survey in the year 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting throughout the Village, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village has completed a Residential Street Light Project in 2015 and 2016 through design build contracts with BA Lighting LLC; and

WHEREAS the 2017 Residential Streetlight Project will be fifty (50%) percent funded through the Community Development Block Grant (CDBG) from DuPage County; and

WHEREAS the Village in the past has made a direct purchase of the streetlights for the IL-19 Streetscape Projects for cost saving reasons; and

WHEREAS, the Village will make a direct purchase of the streetlights from BA Lighting LLC for the 2017 Annual Residential Streetlight Project; and

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing a direct purchase of streetlights and associated accessories from BA Lighting LLC to be installed as part of 2017 Annual Residential Streetlight Project-CDBG in the not-to-exceed amount of \$85,799.61

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

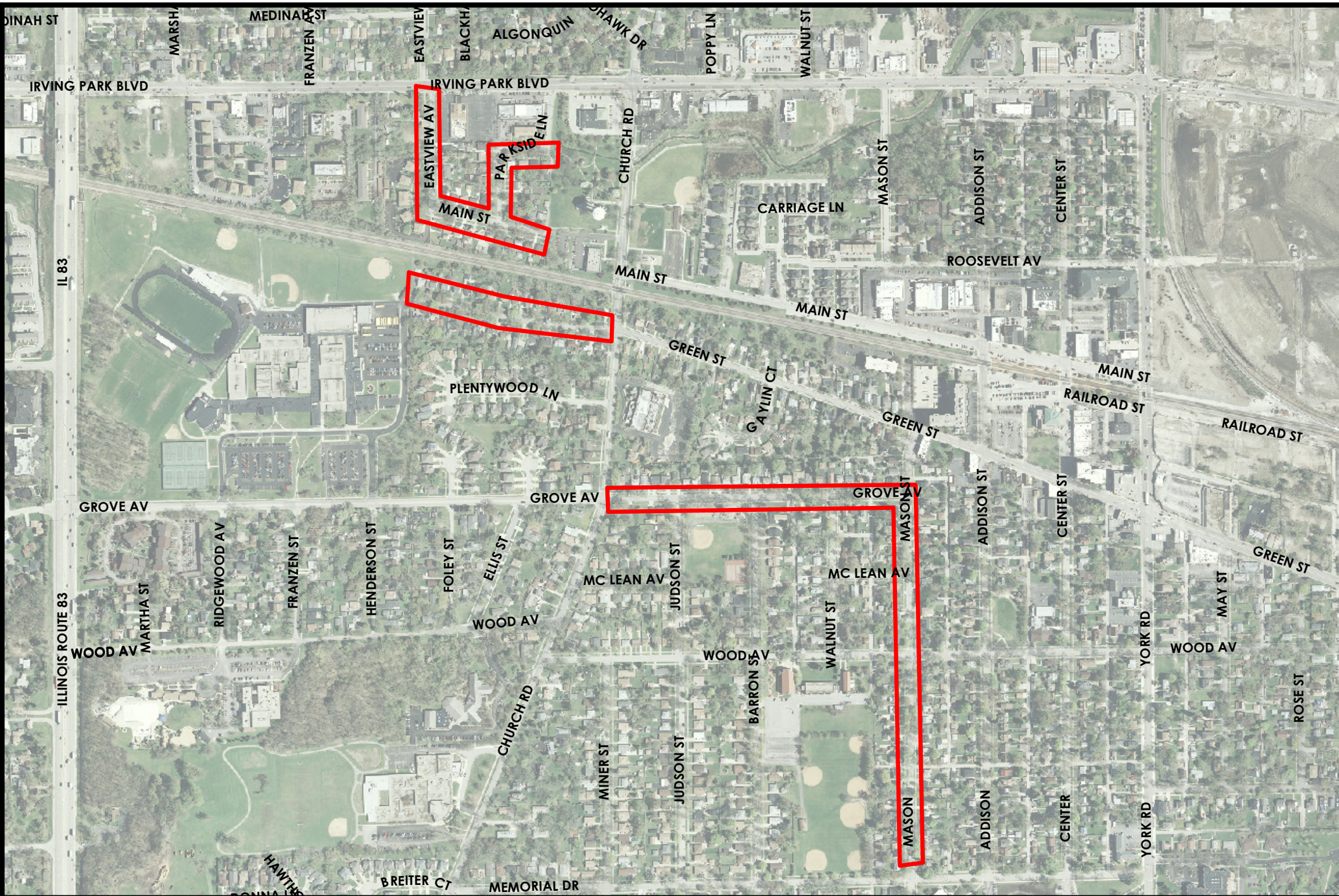
NAYS: _____

ABSENT: _____



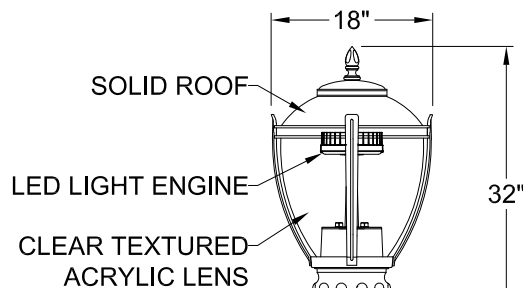
Village of Bensenville

2017 Residential Street Light Program



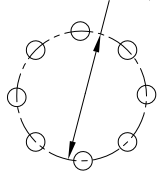
PART STRING

AP7403-12/D131SRCG/DR-CL/AVI-SY-4H/BLK



12'

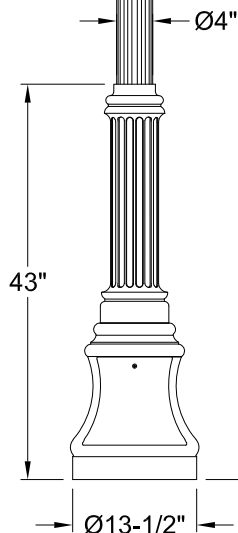
8" to 10 1/2" Dia.
Bolt Circle
(10" Sq. Bolt Pattern
Recommended)

**POLE DETAILS****Shaft**

Ø4" Fluted Aluminum .125 Wall
#6063-T6 Aluminum

Base

Cast Aluminum (A356-T6 Alloy)

www.amerluxexterior.com

5220 SHANK ROAD PEARLAND, TX. 77581
PHONE:(281)997-5400 FAX:(281) 997-5441
TOLL FREE: (800) 364-0098

DATE

3/27/2017

QUOTE#/SO#

35379

JOB NAME:

BENSENVILLE RESIDENTIAL
STREET LIGHTING

LIGHT DISTRIBUTION

● SYMMETRICAL

FINISH

● BLK SMOOTH SATIN BLACK

POLYESTER POWDER COAT

VOLTAGE

○ 120 ○ 277 ● 120-277V
○ 208 ○ MULTITAP ○ SPECIFY
○ 240 ○ 480

LIGHT SOURCE

○ HPS
○ MH
○ INDUCTION
● LED 4H
○ OTHER

FILE NAME

BENSENVILLE RESIDENTIAL STREET LIGHTING_35379.dwg

DRAWN BY

JM

REVISION**NOTES**

4000CCT; 60W; 120V-277V

FIXTURE EPA - 1.81

POLE MAX EPA

70mph - 9.9
80mph - 7.1
90mph - 5.2
100mph - 4
110mph - 3.2

**GENERAL:**

EXTERIOR HARDWARE WILL BE
STAINLESS STEEL.
ELECTRICAL COMPONENTS WILL BE ETL
LISTED "SUITABLE FOR WET LOCATIONS."

Approved By _____ Date _____

NOTICE: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING. THIS DRAWING SHOULD ACCOMPANY YOUR ORDER. THANK YOU

Estimate

Date	Estimate #
6/14/2017	1704

BA Lighting, LLC
732 Telser Rd.
Lake Zurich, IL 60047

P: 847.533.2848
F: 847.847.1808

Name / Address
Bensenville ATTN: Joseph Caracci 711 E. Jefferson St. Bensenville, IL 60105

Rep	JA
-----	----

[illegible]

PHASE III	Total	\$85,799.61
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Terms & Conditions:

1. QUOTE SUBJECT TO APPROVAL. WE ARE NOT RESPONSIBLE FOR ERRORS & OMISSIONS.
2. ONCE ORDER IS PLACED, ANY/ALL CANCELLATIONS COME WITH A 30% RESTOCKING FEE.
3. REQUESTED BALLAST MANUFACTURER QUOTED ONLY WHERE INDICATED.
4. ONLY OPTIONS LISTED ARE INCLUDED, UNLESS OTHERWISE INDICATED.
5. ALL PRICING BASED ON ORDERING COMPLETE BA LIGHTING PACKAGE.
6. ANY DEVIATION IS SUBJECT TO REQUOTE.
7. TERMS & CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.
8. STANDARD FINISHES QUOTED UNLESS OTHERWISE INDICATED.
9. ALL MATERIALS QUOTED INCLUDE THE MANUFACTURERS GUARANTEED WARRANTY.
10. ORDERS MUST INCLUDE ONE OF THE FOLLOWING: APPROVED DRAWINGS / SPECIFICATIONS, WAIVER OF APPROVED DRAWINGS / SPECIFICATIONS, OR INDICATE DRAWINGS NOT REQUIRED. IF NONE OF THE ABOVE IS STATED, ORDER IS PROCESSED AS NO DRAWINGS REQUIRED / WAIVED.

Quotation prepared by: BA Lighting, LLC

This is a quotation on the goods named.

To Accept this Quotation, Sign Here:

Signature _____



**DUPAGE
COUNTY**

DUPAGE COUNTY BOARD

June 20, 2017

Mr. Evan K. Summers
Village Manager
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

RECEIVED
6/26/17

Project Name: Bensenville Residential Street Light Project
Award Amount: \$199,135
Project Number: CD17-03

Daniel J. Cronin
Chairman

District 1

Paul Fichtner
Donald Puchalski
Sam Tornatore

District 2

Elizabeth Chaplin
Peter DiCianni
Sean Noonan

District 3

John Curran
Gary Grasso
Brian Krajewski

District 4

Grant Eckhoff
Tim Elliott
Amy Grant

District 5

Janice Anderson
James Healy
Tonia Khouri

District 6

Robert Larsen
Kevin Wiley
James Zay

Dear Manager Summers,

It is my pleasure to inform you that the Village of Bensenville was a successful applicant to the DuPage County Community Development Block Grant Program. The above-cited award was approved by the DuPage County Board as part of the 2017 Annual Action Plan element of the 2015-2019 DuPage County Consolidated Plan, and is contingent upon receipt of funds from the U.S. Department of Housing and Urban Development.

Dorin Fera, Community Development Specialist, is assigned to administer this project. He will be preparing the Agreement in the next few weeks and will send it to you for execution by the Village of Bensenville. Once that document has been returned to the County a signed copy will be returned to you for your records and administration of the grant. The Agreement is not only a legal instrument, but also a working document, so when you receive it, please share the Agreement with all personnel who will be involved in implementation of this project.

Please be reminded that you cannot commit funds (i.e. sign contracts) for any part of this project, including matching funds, until the Agreement is executed and the Environmental Review is complete.

DuPage County is pleased to help the low income areas and citizens that this project will support. We look forward to working with you toward successful completion of this project. Should you have any questions, do not hesitate to contact Dorin Fera at Dorin.Fera@dupageco.org.

Sincerely,

Daniel J. Cronin, Chairman
DuPage County Board

Cc: Dorin Fera

**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT
AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

Publication Date: June 28, 2017

DuPage County, Community Development Commission
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187
(630) 407-6600



These Notices shall satisfy two separate but related procedural requirements for activities to be undertaken by DuPage County Community Development Commission under a grant from the U.S. Department of Housing and Urban Development (HUD).

REQUEST FOR RELEASE OF FUNDS

On or about Monday, July 17, 2017, the DuPage County Community Development Commission, as Responsible Entity, will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of Community Development Block Grant funds, under Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known as: **CD17-03 Residential Street Lights**, for the purpose of installing new LED street lights, including metal foundations, lighting controllers, and electric cable in conduit along the following streets: S. Mason Street; Grove Avenue; W. Green Street; Eastview Avenue/Main Street; and Parkside Lane in the **Village of Bensenville, IL**. The total CDBG funding will be \$199,135, out of Project Costs totaling \$398,270.

FINDING OF NO SIGNIFICANT IMPACT

The DuPage County Community Development Commission has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act (NEPA) of 1969 is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the following location:

Office of the Responsible Entity:

DuPage County Community Development Commission
421 N. County Farm Road, Room 2-800
Wheaton, IL 60187

And may be examined or copied weekdays from 9:00 a.m. to 4:00 p.m.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the DuPage County Community Development Commission, 421 N. County Farm Road, Room 2-800, Wheaton, IL 60187, 630-407-6600, or communitydev@dupageco.org. All comments received by Monday, July 17, 2017 at 4:00 p.m. will be considered by the DuPage County Community Development Commission prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The DuPage County Community Development Commission certifies to HUD that Mr. Christopher Ragona in his capacity as DuPage County Manager of Community Development consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the Village of Bensenville to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the DuPage County Community Development Commission's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are one of the following bases: (a) the certification was not executed by the Certifying Officer of the DuPage County Community Development Commission (b) the DuPage County Community Development Commission has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs, or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58 Section 58.76) and shall be addressed to HUD at:

Mr. Ray E. Willis, Director
Office of Community Planning & Development
U.S. Department of Housing and Urban Development
Chicago Regional Office,
77 W. Jackson Blvd., 24th Floor
Chicago, IL 60604-3507

Potential objectors should contact HUD to verify the actual last day of the objection period.

Mr. Christopher Ragona, Manager of Community Development
DuPage County, by and through its Community Development Commission
Certifying Official

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**July 18, 2017**DESCRIPTION:**

Resolution Authorizing Payment to the Illinois Environmental Protection Agency for our Annual Wastewater Treatment Plant NPDES Operating and Stormwater Permit in the Amount of \$18,500

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X

*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:**

This item was presented at the Committee of the Whole Meeting prior to the Board Meeting.

DATE:

July 18, 2017

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 while the Stormwater MS4 permit totals \$1,000. Together these are above staff's authorization limit. Thus we are bringing this expense to the Village Board for formal authorization.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends authorization to pay the permit.

BUDGET IMPACT:

\$18,500 total permit fee. This item was included in the CY17 budget.

Stormwater - Account No. 11050110-521110 (\$1,000)

Wastewater - Account No. 51050570-521110 (\$18,000)

ACTION REQUIRED:

Approval of the Resolution authorizing payment to the Illinois Environmental Protection Agency for our annual wastewater treatment plant NPDES operating and stormwater permit in the amount of \$18,500.

ATTACHMENTS:**Description****Upload Date****Type**

RES - NPDES Permit Payment Authorization - 2017

7/12/2017

Resolution Letter

Invoice - NPDES Permit - 2017

7/12/2017

Backup Material

RESOLUTION NO.

**AUTHORIZING PAYMENT TO
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FOR OUR
ANNUAL WASTEWATER TREATMENT PLANT NPDES OPERATING AND
STORMWATER PERMIT IN THE AMOUNT OF \$18,500**

WHEREAS the Village of Bensenville, owns and operates a wastewater treatment facility as well as a stormwater system, 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 and Stormwater System is \$18,500 and exceeds staff's authorization limit of \$10,000.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing payment to the IEPA for our annual NPDES permits in the not to exceed amount of \$18,500.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 18th day of July, 2017.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Illinois Environmental Protection Agency
Division of Water Pollution Control

1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

Account Information

Account Number	IL0021849 (A)
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2017 to June 30, 2018
Billing Date	Tue June 20, 2017
Due Date	Fri August 4, 2017

VILLAGE OF BENSENVILLE-SOUTH PLT 1
Accounts Payable
12 SOUTH CENTER
BENSENVILLE, IL 60106

Annual NPDES Bill

FY-2018 Billing (Sludge Generator)	\$2,500.00
FY-2018 Billing (Domestic Sewage (>=1.0 & <5.0 MGD))	\$15,000.00
Amount Due	\$17,500.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

Cut Here



Payment
Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Account Information

Acct. Number	IL0021849 (A)
Acct. Name	VILLAGE OF BENSENVILLE-SO
IEPA Program	Annual NPDES Fee
Service Period	July 1, 2017 to June 30, 2018
Billing Date	Tue June 20, 2017

Amount Due

Fri August 4, 2017 \$17,500.00

Amount Enclosed

Business Email Address:

Please provide if blank



IL0021849 {



NPDES1B



Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

Other Information/Messages

Permit Termination. If you no longer need your permit because the activity under the permit has been discontinued, you must send the Agency a written request for permit termination at the address above. The fee is due and payable if the termination request is not received by the Agency on or before the due date indicated on the reverse side. All fees and interest amounts due from prior years are due and payable even if the permit is terminated.

Reconsideration. You may request reconsideration of the current charges within 45 days after the billing date of this notice. Failure to request reconsideration within 45 days shall constitute waiver of all rights to seek reconsideration of the amount due and will result in waiver of your right to appeal pursuant to 35 Ill. Adm. Code 325.530. All requests for reconsideration must be in writing and must include all pertinent facts and arguments in support of the request. You must pay at least the amount of the fee you believe you owe at the time of the request for reconsideration. Any unpaid remainder will be subject to interest and penalties if the request for reconsideration is denied. Requests for reconsideration must be sent to the Agency at the address above c/o "Billing Coordinator". See 35 Ill. Adm. Code 325.510.

Interest Penalty. Late payments shall incur an interest penalty calculated at the rate in effect from time to time for tax delinquencies under Section 1003(a) of the Illinois Income Tax Act [35 ILCS 5/1003], from the date the fee is due until the date the fee payment is received by the Agency.

Itemized Billing. If you hold multiple NPDES Permits and would like to receive 1 (one) itemized billing notice rather than receiving multiple notices please check the box below and provide a preferred billing address in the space provided.

☐

Please send me 1 (one) itemized NPDES billing notice for multiple permits I hold. By checking this box I agree to receive an itemized notice and to provide an accurate preferred billing address. I also understand that I must inform the Illinois EPA of any changes to this address. If I fail in this responsibility I am subject to late interest penalties for all NPDES permits I hold.

Preferred Billing Address:



Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Springfield, IL 62794-9276

Account
Invoice - First Notice

Account Information

VILLAGE OF BENSENVILLE
Accounts Payable
12 S CENTER ST
BENSENVILLE, IL 60106

Account Number ILR400292 (A)
IEPA Program **Annual NPDES Fee**
Service Period July 1, 2017 to June 30, 2018
Billing Date Tue June 20, 2017
Due Date **Fri August 4, 2017**

Annual NPDES Bill

FY-2018 Billing (Stormwater (MS4))	\$1,000.00
Amount Due	\$1,000.00

Other Information/Messages

Questions. Please direct any technical/permit questions to the Permit Section at (217) 782-0610. Questions about the amount of your fee should be e-mailed to: epa.npdesfees@illinois.gov See also the Frequently Asked Questions area at <http://www.epa.state.il.us/fees/npdes.html>.

- See Reverse Side for Additional Important Information -

Cut Here



Payment

Remittance Stub

Return bottom portion with a check made payable to Illinois EPA
Mail to Illinois EPA, Fiscal Services #2, P.O. Box 19276, Springfield IL 62794

Account Information

Acct. Number ILR400292 (A)
Acct. Name VILLAGE OF BENSENVILLE
IEPA Program **Annual NPDES Fee**
Service Period July 1, 2017 to June 30, 2018
Billing Date Tue June 20, 2017

Amount Due

Fri August 4, 2017 **\$1,000.00**

Amount Enclosed

Business Email Address:

Please provide if blank





**Illinois Environmental Protection Agency
Division of Water Pollution Control**

*1021 North Grand Avenue East
Springfield, IL 62794-9276*

Other Information/Messages

Permit Termination. If you no longer need your permit because the activity under the permit has been discontinued, you must send the Agency a written request for permit termination at the address above. The fee is due and payable if the termination request is not received by the Agency on or before the due date indicated on the reverse side. All fees and interest amounts due from prior years are due and payable even if the permit is terminated.

Reconsideration. You may request reconsideration of the current charges within 45 days after the billing date of this notice. Failure to request reconsideration within 45 days shall constitute waiver of all rights to seek reconsideration of the amount due and will result in waiver of your right to appeal pursuant to 35 Ill. Adm. Code 325.530. All requests for reconsideration must be in writing and must include all pertinent facts and arguments in support of the request. You must pay at least the amount of the fee you believe you owe at the time of the request for reconsideration. Any unpaid remainder will be subject to interest and penalties if the request for reconsideration is denied. Requests for reconsideration must be sent to the Agency at the address above c/o "Billing Coordinator". See 35 Ill. Adm. Code 325.510.

Interest Penalty. Late payments shall incur an interest penalty calculated at the rate in effect from time to time for tax delinquencies under Section 1003(a) of the Illinois Income Tax Act [35 ILCS 5/1003], from the date the fee is due until the date the fee payment is received by the Agency.

Itemized Billing. If you hold multiple NPDES Permits and would like to receive 1 (one) itemized billing notice rather than receiving multiple notices please check the box below and provide a preferred billing address in the space provided.

☐

Please send me 1 (one) itemized NPDES billing notice for multiple permits I hold. By checking this box I agree to receive an itemized notice and to provide an accurate preferred billing address. I also understand that I must inform the Illinois EPA of any changes to this address. If I fail in this responsibility I am subject to late interest penalties for all NPDES permits I hold.

Preferred Billing Address:

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community
Events**DATE:**July 18, 2017**DESCRIPTION:**Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Fenwick High School Hockey Club**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

This item was presented to the Committee of the Whole prior to tonight's Board Meeting.

DATE:

July 18, 2017

BACKGROUND:

The Village has encouraged the Fenwick High School Hockey Club to use the Edge Ice Arenas as one of its facilities for its boys and girls hockey programs. Fenwick desires to license ice time at the Edge Ice Arenas to supplement its program which is primarily based at the Ridgeland Commons Ice Arena, close to the Fenwick campus in Oak Park. Fenwick Hockey has a history of providing quality high school hockey and outstanding leadership, both athletically and academically.

KEY ISSUES:

The Resolution presented approves an Ice License and Facility Use Agreement with Fenwick. This would be a one year agreement and will cover any and all ice times reserved at the Edge. This agreement will require Fenwick to purchase the following ice times or substitute ice times for the 2017-18 season:

- Tuesdays 8:50 - 10:20 pm Jefferson East
- Thursdays 9:50 - 10:50 pm Jefferson East
- Thursdays 9:20 - 10:20 pm John Street
- Sundays 5:40 - 7:10 pm Jefferson West
- Sundays 7:00 - 8:30 pm Jefferson East
- Sundays 7:20 - 8:50 pm Jefferson West

ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, Fenwick would not be entitled to use the Arenas under the terms of the proposed Ice License Use agreement with Fenwick.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to be \$82,026.00. These revenues are included in the 2017 annual budget.

ACTION REQUIRED:

Approve and Adopt a Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Fenwick High School Hockey Club.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	7/12/2017	Resolution Letter
Agreement	7/12/2017	Exhibit

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH THE FENWICK HIGH SCHOOL HOCKEY CLUB**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Fenwick High School Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the Fenwick High School Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Fenwick High School Hockey Club.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 18th day of July 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Mary Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 18th day of July, 2017, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Fenwick High School Hockey Club ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to The Fenwick High School Hockey Club (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on August 14, 2017 and shall continue for a period of one (1) year (the "Term") until August 13, 2018. If agreement remains unsigned beyond July 12, 2017 then such agreement shall be deemed null and void. In no event shall the Term exceed one year.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of four hundred dollars (\$400.00) per hour.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by

Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee

- shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
 - k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
 - l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
 - m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of

being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.

- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.

- f. Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensors:

Village of Bensenville
Attn: Evan Summers, Village Manager
12 S. Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us

and

Joseph Montana
Montana & Welch, LLC
11952 S. Harlem Avenue, Suite 200A
Palos Heights, IL 60463
jmontana@montanawelch.com
(708) 448 – 7007 Fax

ii. For Licensee:

The Fenwick High School Hockey Club
505 West Washington Boulevard
Oak Park, IL 60302-4095
president@fenwickhockey.org
secretary@fenwickhockey.org

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

LESSEE

By: _____
Evan Summers, Village Manager

By: Scott Thies
Its Athletic Director 7/11/17

Attest: _____
Corey Williamsen, Deputy Village Clerk

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and The Fenwick High School Hockey Club** ("hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.
- I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.**

Signature of participant

Signature of parent or guardian of participant if
participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME SCHEDULE

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing the specified ice slots listed below as well as ice slots to be added throughout the agreement period.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>	<u>Description</u>
Sunday	9/3/17	5:40P	7:10P	West Rink	JV Game
Sunday	9/3/17	7:00P	8:30P	East Rink	Girls Game
Sunday	9/3/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/5/17	8:50P	10:20P	East Rink	Boys
Wednesday	9/6/17	9:20P	10:20P	John Street	Girls
Thursday	9/7/17	9:50P	10:50P	East Rink	Boys
Sunday	9/10/17	5:40P	7:10P	West Rink	JV Game
Sunday	9/10/17	7:00P	8:30P	East Rink	Girls Game
Sunday	9/10/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/12/17	8:50P	10:20P	East Rink	Boys
Wednesday	9/13/17	9:20P	10:20P	John Street	Girls
Thursday	9/14/17	9:50P	10:50P	East Rink	Boys
Sunday	9/17/17	5:40P	7:10P	West Rink	JV Game
Sunday	9/17/17	7:00P	8:30P	East Rink	Girls Game
Sunday	9/17/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/19/17	8:50P	10:20P	East Rink	Boys
Wednesday	9/20/17	9:20P	10:20P	John Street	Girls
Thursday	9/21/17	9:50P	10:50P	East Rink	Boys
Sunday	9/24/17	5:40P	7:10P	West Rink	JV Game
Sunday	9/24/17	7:00P	8:30P	East Rink	Girls Game
Sunday	9/24/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	9/26/17	8:50P	10:20P	East Rink	Boys
Wednesday	9/27/17	9:20P	10:20P	John Street	Girls
Thursday	9/28/17	9:50P	10:50P	East Rink	Boys
Sunday	10/1/17	5:40P	7:10P	West Rink	JV Game
Sunday	10/1/17	7:00P	8:30P	East Rink	Girls Game
Sunday	10/1/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/3/17	8:50P	10:20P	East Rink	Boys
Wednesday	10/4/17	9:20P	10:20P	John Street	Girls
Thursday	10/5/17	9:50P	10:50P	East Rink	Boys
Sunday	10/8/17	5:40P	7:10P	West Rink	JV Game
Sunday	10/8/17	7:00P	8:30P	East Rink	Girls Game
Sunday	10/8/17	7:20P	8:50P	West Rink	Varsity Game

Tuesday	10/10/17	8:50P	10:20P	East Rink	Boys
Wednesday	10/11/17	9:20P	10:20P	John Street	Girls
Thursday	10/12/17	9:50P	10:50P	East Rink	Boys
Sunday	10/15/17	5:40P	7:10P	West Rink	JV Game
Sunday	10/15/17	7:00P	8:30P	East Rink	Girls Game
Sunday	10/15/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/17/17	8:50P	10:20P	East Rink	Boys
Wednesday	10/18/17	9:20P	10:20P	John Street	Girls
Thursday	10/19/17	9:50P	10:50P	East Rink	Boys
Sunday	10/22/17	5:40P	7:10P	West Rink	JV Game
Sunday	10/22/17	7:00P	8:30P	East Rink	Girls Game
Sunday	10/22/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/24/17	8:50P	10:20P	East Rink	Boys
Wednesday	10/25/17	9:20P	10:20P	John Street	Girls
Thursday	10/26/17	9:50P	10:50P	East Rink	Boys
Sunday	10/29/17	5:40P	7:10P	West Rink	JV Game
Sunday	10/29/17	7:00P	8:30P	East Rink	Girls Game
Sunday	10/29/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	10/31/17	8:50P	10:20P	East Rink	Boys
Wednesday	11/1/17	9:20P	10:20P	John Street	Girls
Thursday	11/2/17	9:50P	10:50P	East Rink	Boys
Sunday	11/5/17	5:40P	7:10P	West Rink	JV Game
Sunday	11/5/17	7:00P	8:30P	East Rink	Girls Game
Sunday	11/5/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/7/17	8:50P	10:20P	East Rink	Boys
Wednesday	11/8/17	9:20P	10:20P	John Street	Girls
Thursday	11/9/17	9:50P	10:50P	East Rink	Boys
Sunday	11/12/17	7:10P	8:40P	East Rink	
Tuesday	11/14/17	8:50P	10:20P	East Rink	Boys
Wednesday	11/15/17	9:20P	10:20P	John Street	Girls
Thursday	11/16/17	9:50P	10:50P	East Rink	Boys
Sunday	11/19/17	5:40P	7:10P	West Rink	JV Game
Sunday	11/19/17	7:00P	8:30P	East Rink	Girls Game
Sunday	11/19/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/21/17	8:50P	10:20P	East Rink	Boys
Wednesday	11/22/17	9:20P	10:20P	John Street	Girls
Sunday	11/26/17	5:40P	7:10P	West Rink	JV Game
Sunday	11/26/17	7:00P	8:30P	East Rink	Girls Game
Sunday	11/26/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	11/28/17	8:50P	10:20P	East Rink	Boys
Wednesday	11/29/17	9:20P	10:20P	John Street	Girls

Thursday	11/30/17	9:50P	10:50P	East Rink	Boys
Sunday	12/3/17	5:40P	7:10P	West Rink	JV Game
Sunday	12/3/17	7:00P	8:30P	East Rink	Girls Game
Sunday	12/3/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	12/5/17	8:50P	10:20P	East Rink	Boys
Wednesday	12/6/17	9:20P	10:20P	John Street	Girls
Thursday	12/7/17	9:50P	10:50P	East Rink	Boys
Sunday	12/10/17	5:40P	7:10P	West Rink	JV Game
Sunday	12/10/17	7:00P	8:30P	East Rink	Girls Game
Sunday	12/10/17	7:20P	8:50P	West Rink	Varsity Game
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Thursday	12/14/17	9:50P	10:50P	East Rink	Boys
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Sunday	12/17/17	7:00P	8:30P	East Rink	Girls Game
Sunday	12/17/17	7:20P	8:50P	West Rink	Varsity Game
Tuesday	12/19/17	8:50P	10:20P	East Rink	Boys
Wednesday	12/20/17	9:20P	10:20P	John Street	Girls
Thursday	12/21/17	9:50P	10:50P	East Rink	Boys
Tuesday	1/2/18	8:50P	10:20P	East Rink	Boys
Wednesday	1/3/18	9:20P	10:20P	John Street	Girls
Thursday	1/4/18	9:50P	10:50P	East Rink	Boys
Sunday	1/7/18	5:40P	7:10P	West Rink	JV Game
Sunday	1/7/18	7:00P	8:30P	East Rink	Girls Game
Sunday	1/7/18	7:20P	8:50P	West Rink	Varsity Game
Tuesday	1/9/18	8:50P	10:20P	East Rink	Boys
Wednesday	1/10/18	9:20P	10:20P	John Street	Girls
Thursday	1/11/18	9:50P	10:50P	East Rink	Boys
Tuesday	1/16/18	8:50P	10:20P	East Rink	Boys
Wednesday	1/17/18	9:20P	10:20P	John Street	Girls
Thursday	1/18/18	9:50P	10:50P	East Rink	Boys
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Sunday	1/21/18	7:00P	8:30P	East Rink	Girls Game
Sunday	1/21/18	7:20P	8:50P	West Rink	Varsity Game
Tuesday	1/23/18	8:50P	10:20P	East Rink	Boys
Wednesday	1/24/18	9:20P	10:20P	John Street	Girls
Thursday	1/25/18	9:50P	10:50P	East Rink	Boys
Sunday	1/28/18	5:40P	7:10P	West Rink	JV Game
Sunday	1/28/18	7:00P	8:30P	East Rink	Girls Game
Sunday	1/28/18	7:20P	8:50P	West Rink	Varsity Game
Tuesday	1/30/18	8:50P	10:20P	East Rink	Boys

Wednesday	1/31/18	9:20P	10:20P	John Street	Girls
Thursday	2/1/18	9:50P	10:50P	East Rink	Boys
Sunday	2/4/18	6:10P	7:40P	West Rink	JV Game
Sunday	2/4/18	7:00P	8:30P	East Rink	Girls Game
Sunday	2/4/18	7:50P	9:20P	West Rink	Varsity Game
Tuesday	2/6/18	8:50P	10:20P	East Rink	Boys
Wednesday	2/7/18	9:20P	10:20P	John Street	Girls
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Tuesday	2/20/18	8:50P	10:20P	East Rink	Boys
Wednesday	2/21/18	9:20P	10:20P	John Street	Girls
Thursday	2/22/18	9:50P	10:50P	East Rink	Boys
Sunday	2/25/18	5:40P	7:10P	West Rink	JV Game
Sunday	2/25/18	7:00P	8:30P	East Rink	Girls Game
Sunday	2/25/18	7:20P	8:50P	West Rink	Varsity Game
Tuesday	2/27/18	8:50P	10:20P	East Rink	Boys
Wednesday	2/28/18	9:20P	10:20P	John Street	Girls
Sunday	3/4/18	7:00P	8:30P	East Rink	Girls Game
Sunday	3/4/18	7:20P	8:50P	West Rink	Varsity Game
Sunday	3/4/18	8:50P	10:20P	West Rink	JV Game

Exhibit D

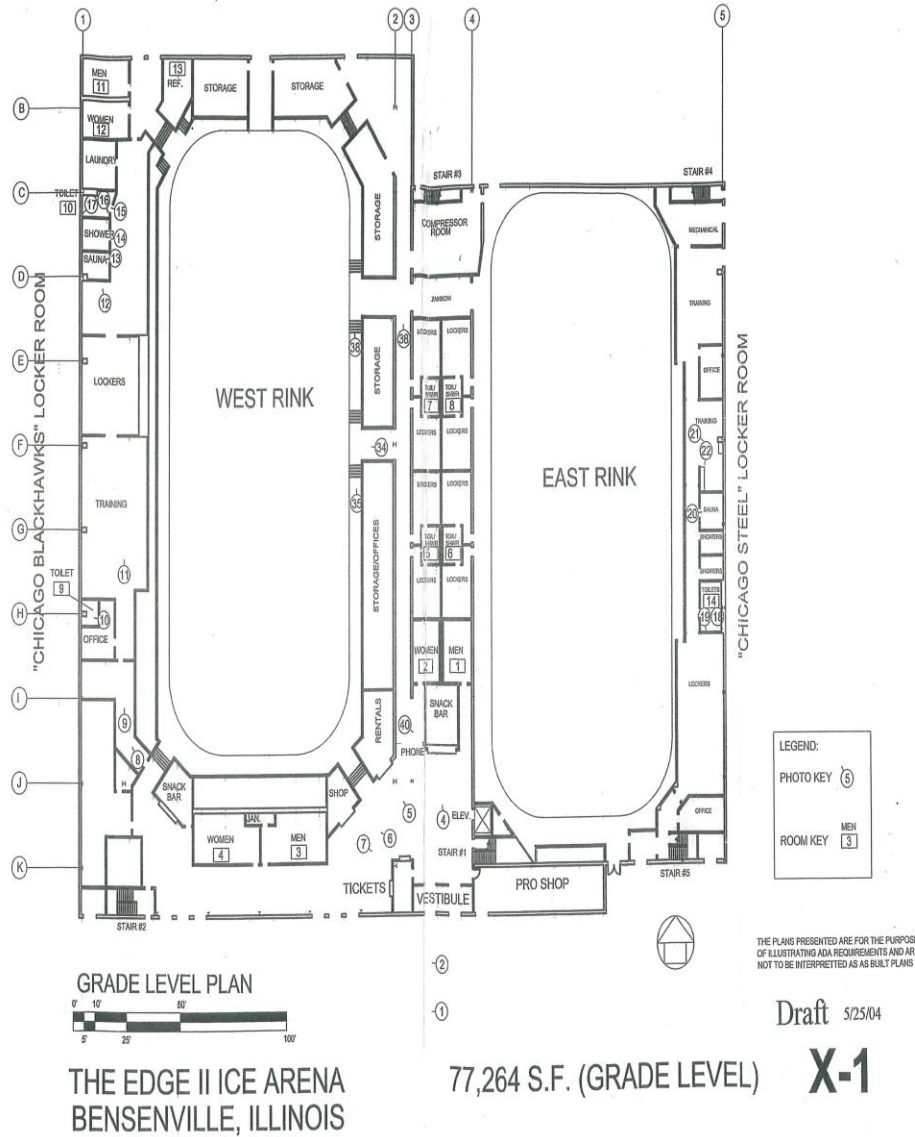
Other facility rental fees and responsibilities

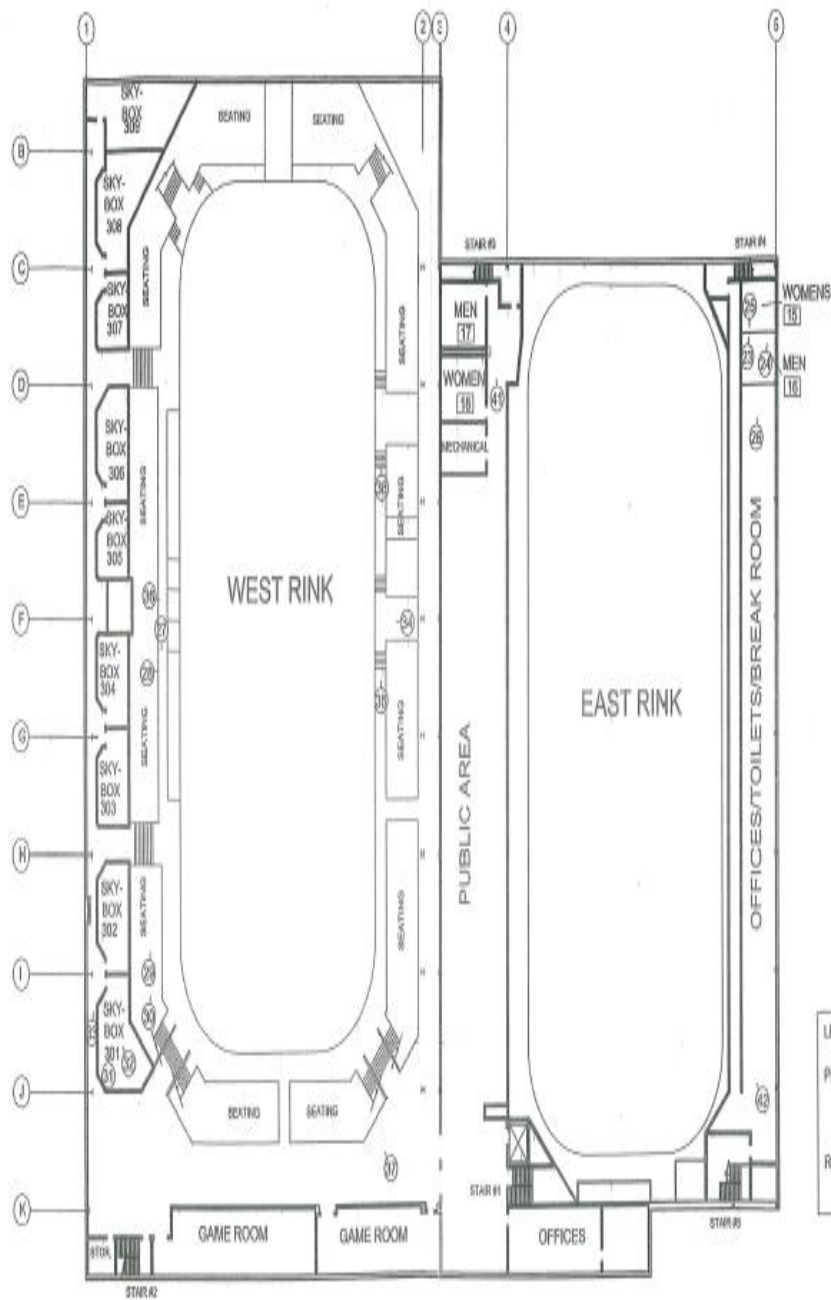
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage depc Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	
Internet Needs Please specify all internet requirements.		
Electrical Requirements Please specify all electrical requirements.		
Microphone Please specify if you will require the use of a microphone.		

****Please list each vendor name and products to be sold in space below:**

Vendor Space Designations (Please indicate your desired location)





UPPER LEVEL PLAN



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

THE PLANS PRESENTED ARE FOR THE PURPOSE
OF ILLUSTRATING ADA REQUIREMENTS AND ARE
NOT TO BE INTERPRETTED AS AS BUILT PLANS



LEGEND:	
PHOTO KEY	
ROOM KEY	

Draft 5/25/04

X-2

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community
Events**DATE:**July 18, 2017**DESCRIPTION:**

Resolution Authorizing the Execution of a Facility Usage License Agreement with AWFM, Inc., Otherwise Known as the Renegades Hockey Club

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 checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

This item was presented to the Committee of the Whole prior to tonight's Board Meeting.

DATE:July 18, 2017**BACKGROUND:**

The Village has encouraged the Renegades Hockey Club to use the Edge Ice Arenas as its home facility for practices and games. The Renegades Hockey Club is made up of hockey players that represent Addison Trail, Willowbrook, Fenton and Montini Catholic High Schools.

KEY ISSUES:

The Resolution presented approves a Facility Usage License Agreement with the AWFM, Inc., otherwise known as the Renegades High School Hockey Club. This would be a one year agreement and will cover any and all ice times reserved at the Edge. This agreement will require the AWFM, Inc., to purchase the following ice times or similar substitute ice times for the 2017-18 season.

- Mondays: 10:00 - 11:00 pm Jefferson East
- Thursdays: 10:00 - 11:00 pm Jefferson West
- Sundays: 6:10 - 7:50 pm John Street

ALTERNATIVES:

- This Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Renegades Hockey Club will not be entitled to use the Arenas under the terms of the proposed Facility Usage License Agreement with AWFM, Inc.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to be \$38,673.60. These revenues are included in the 2017 annual budget.

ACTION REQUIRED:

Approval of the Resolution Authorizing and Approving a Facility Use License Agreement with AWFM, Inc., otherwise known as the Renegades Hockey Club.

ATTACHMENTS:DescriptionUpload DateType

Resolution
Facility Usage Agreement

7/12/2017
7/12/2017

Resolution Letter
Exhibit

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH AWF, INC., OTHERWISE KNOWN AS THE RENEGADES
HOCKEY CLUB**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as AWF, Inc., otherwise known as the Renegades Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the AWF, Inc. has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

WHEREAS, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the AWFM, Inc., otherwise known as the Renegades Hockey Club.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 18th day of July 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Mary Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 18th day of July, 2017, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and Renegades Hockey Club, AWFM Inc. ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Renegades Hockey Club, AWFM Inc. (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

II. LICENSE

1. Term.

The Term of this License shall commence on August 14, 2017 and shall continue for a period of one (1) year (the "Term") until August 13, 2018. If agreement remains unsigned beyond July 12, 2017 then such agreement shall be deemed null and void. In no event shall the Term exceed one year.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena.

3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

4. Payment

- a. Licensor shall invoice Licensee on the 15th of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of four hundred dollars (\$400.00) per hour.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by

Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.

5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensor on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee

- shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
 - k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
 - l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
 - m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

10. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
 - i. Personal injury/death: one million dollars per occurrence; and
 - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

12. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

13. Excuse of Performance.

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

14. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.

15. Miscellaneous.

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. **Headings and Captions.** The headings and captions contained in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.

- h. Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

16. Notice.

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensors:

Village of Bensenville
Attn: Evan Summers, Village Manager
12 S. Center Street
Bensenville, Illinois 60106
esummers@bensenville.il.us

and

Joseph Montana
Montana & Welch, LLC
11952 S. Harlem Avenue, Suite 200A
Palos Heights, IL 60463
jmontana@montanawelch.com
(708) 448 - 7007 Fax

ii. For Licensee:

Amy Newling
Renegades Hockey Club, AWFM Inc.
231 Nordic Road
Bloomington, IL 60108
renegadeshockey@yahoo.com

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

LESSEE

By: _____
Evan Summers, Village Manager

By: Amy Newling
Its Pres. AWFM Renegades
HS Hockey
1/12/17

Attest: _____
Corey Williamsen, Deputy Village Clerk

EXHIBIT A
WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY
AGREEMENT ("AGREEMENT")

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and Renegades Hockey Club, AWFM Inc.** (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date _____ Team and Association _____

Rink (Circle One) John Street Jefferson East Jefferson West Locker Room # _____

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature _____

Witness (Edge Staff) _____

After use inspection (circle one) Acceptable Not Acceptable**

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

(Please note price list on reverse side for cost of damages)

Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame.
The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

EXHIBIT C

ICE TIME SCHEDULE

A. Regular Ice Slots

In each annual operating year, Licensee shall be responsible for purchasing the specified ice slots listed below as well as ice slots to be added throughout the agreement period.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>
Sun	9/3/2017	6:10P	7:50P	John Street
Mon	9/4/2017	10:00P	11:00P	East Rink
Thu	9/7/2017	10:00P	11:00P	West Rink
Sun	9/10/2017	6:10P	7:50P	John Street
Mon	9/11/2017	10:00P	11:00P	East Rink
Thu	9/14/2017	10:00P	11:00P	West Rink
Sun	9/17/2017	6:10P	7:50P	John Street
Mon	9/18/2017	10:00P	11:00P	East Rink
Thu	9/21/2017	10:00P	11:00P	West Rink
Sun	9/24/2017	6:10P	7:50P	John Street
Mon	9/25/2017	10:00P	11:00P	East Rink
Thu	9/28/2017	10:00P	11:00P	West Rink
Sun	10/1/2017	6:10P	7:50P	John Street
Mon	10/2/2017	10:00P	11:00P	East Rink
Thu	10/5/2017	10:00P	11:00P	West Rink
Sun	10/8/2017	6:10P	7:50P	John Street
Mon	10/9/2017	10:00P	11:00P	East Rink
Thu	10/12/2017	10:00P	11:00P	West Rink
Sun	10/15/2017	6:10P	7:50P	John Street
Mon	10/16/2017	10:00P	11:00P	East Rink
Thu	10/19/2017	10:00P	11:00P	West Rink
Sun	10/22/2017	6:10P	7:50P	John Street
Mon	10/23/2017	10:00P	11:00P	East Rink
Thu	10/26/2017	10:00P	11:00P	West Rink
Sun	10/29/2017	6:10P	7:50P	John Street
Mon	10/30/2017	10:00P	11:00P	East Rink
Thu	11/2/2017	10:00P	11:00P	West Rink
Sun	11/5/2017	6:10P	7:50P	John Street
Mon	11/6/2017	10:00P	11:00P	East Rink
Thu	11/9/2017	10:00P	11:00P	West Rink
Sun	11/12/2017	6:10P	7:50P	John Street
Mon	11/13/2017	10:00P	11:00P	East Rink
Thu	11/16/2017	10:00P	11:00P	West Rink

Sun	11/19/2017	6:10P	7:50P	John Street
Mon	11/20/2017	10:00P	11:00P	East Rink
Mon	11/27/2017	10:00P	11:00P	East Rink
Thu	11/30/2017	10:00P	11:00P	West Rink
Sun	12/3/2017	6:10P	7:50P	John Street
Mon	12/4/2017	10:00P	11:00P	East Rink
Thu	12/7/2017	10:00P	11:00P	West Rink
Sun	12/10/2017	6:10P	7:50P	John Street
Mon	12/11/2017	10:00P	11:00P	East Rink
Thu	12/14/2017	10:00P	11:00P	West Rink
Sun	12/17/2017	6:10P	7:50P	John Street
Mon	12/18/2017	10:00P	11:00P	East Rink
Thu	12/21/2017	10:00P	11:00P	West Rink
Thu	1/4/2018	10:00P	11:00P	West Rink
Sun	1/7/2018	6:10P	7:50P	John Street
Mon	1/8/2018	10:00P	11:00P	East Rink
Thu	1/11/2018	10:00P	11:00P	West Rink
Sun	1/14/2018	6:10P	7:50P	John Street
Mon	1/15/2018	10:00P	11:00P	East Rink
Thu	1/18/2018	10:00P	11:00P	West Rink
Sun	1/21/2018	6:10P	7:50P	John Street
Mon	1/22/2018	10:00P	11:00P	East Rink
Thu	1/25/2018	10:00P	11:00P	West Rink
Sun	1/28/2018	6:10P	7:50P	John Street
Mon	1/29/2018	10:00P	11:00P	East Rink
Thu	2/1/2018	10:00P	11:00P	West Rink
Sun	2/4/2018	6:10P	7:50P	John Street
Mon	2/5/2018	10:00P	11:00P	East Rink
Thu	2/8/2018	10:00P	11:00P	West Rink
Sun	2/11/2018	6:10P	7:50P	John Street
Mon	2/12/2018	10:00P	11:00P	East Rink
Thu	2/15/2018	10:00P	11:00P	West Rink
Sun	2/18/2018	6:10P	7:50P	John Street
Mon	2/19/2018	10:00P	11:00P	East Rink
Thu	2/22/2018	10:00P	11:00P	West Rink
Sun	2/25/2018	6:10P	7:50P	John Street
Mon	2/26/2018	10:00P	11:00P	East Rink
Sun	3/4/2018	6:10P	7:50P	John Street

Exhibit D

Other facility rental fees and responsibilities

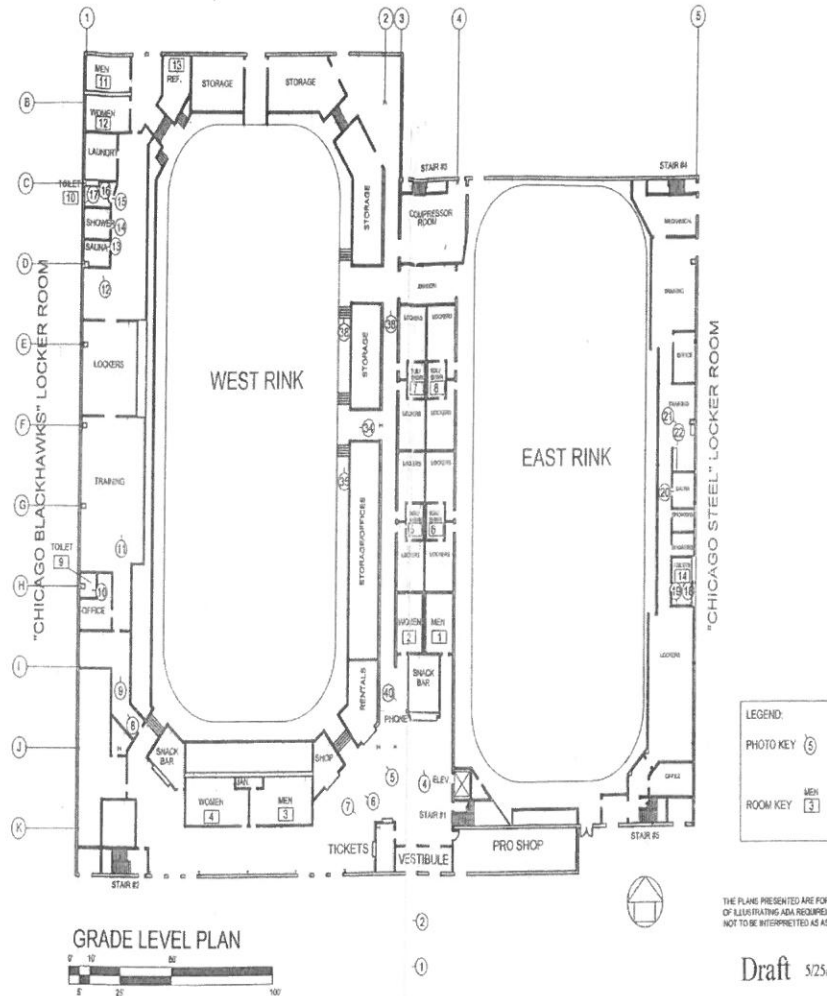
The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

<u>Rental Facility</u>	<u>Cost</u>	<u>Please check if required</u>
AHAI Meeting Rooms Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room Maximum occupancy of 20 people per room	\$50/day	
Skybox Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	\$100/suite	
Food/Beverage The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	Yes No	
Vendor Space Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	\$100/upper level space \$150/lower level space	
Internet Needs Please specify all internet requirements.		
Electrical Requirements Please specify all electrical requirements.		
Microphone Please specify if you will require the use of a microphone.		

**Please list each vendor name and products to be sold in space below:

Exhibit E

Vendor Space Designations (Please indicate your desired location)



GRADE LEVEL PLAN

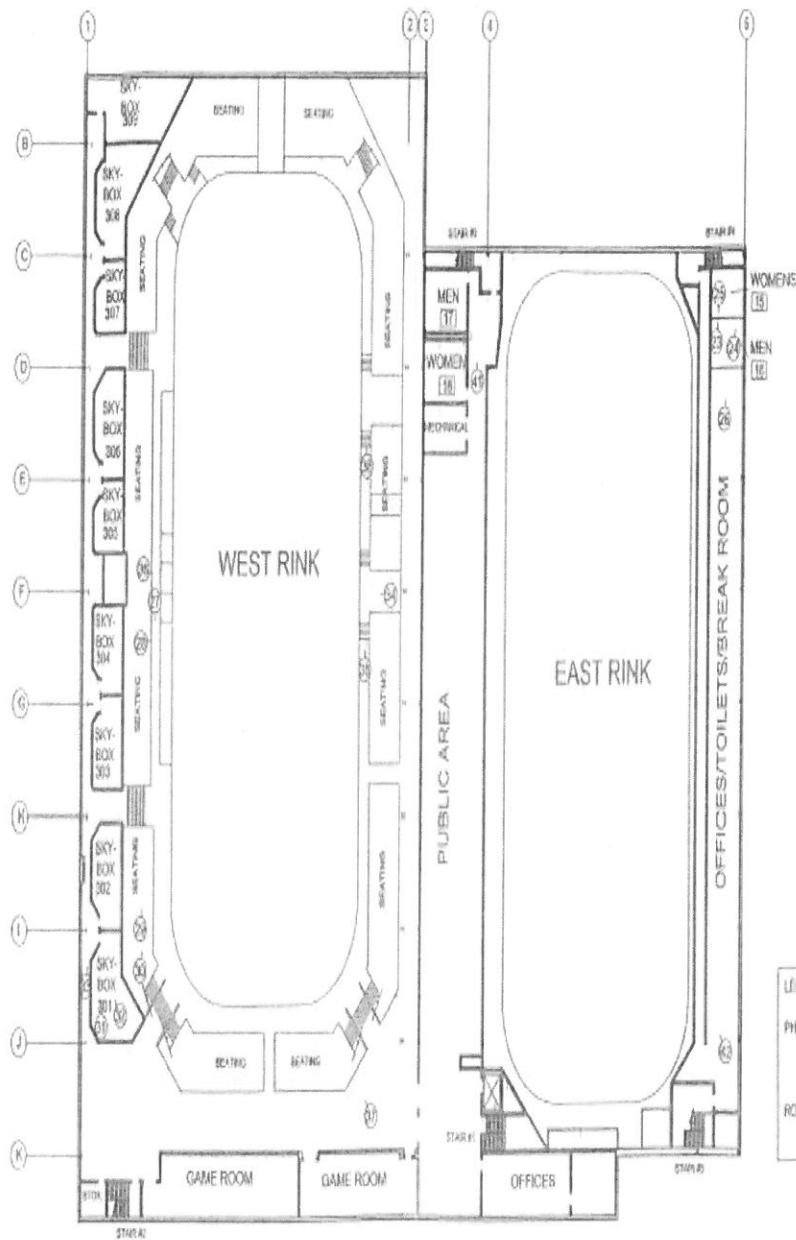


THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

77,264 S.F. (GRADE LEVEL)

Draft 5/25/04

X-1



UPPER LEVEL PLAN



THIS PLAN IS PRESENTED AS IS FOR THE PURPOSE OF ILLUSTRATING ADA REQUIREMENTS AND APPEARS NOT TO BE INTERPRETTED AS A BUILT PLAN.



THE EDGE II ICE ARENA
BENSENVILLE, ILLINOIS

Draft 5/25/04

X-2

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**July 18, 2017**DESCRIPTION:**

Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Appointment of Village Trustee, McLane Lomax to the Village of Bensenville Youth Commission

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**COMMITTEE ACTION:**

N/A

DATE:**BACKGROUND:**

Since the election, the new Village President is tasked to appoint board members to serve as members on certain community boards. The Bensenville Youth Coalition is comprised of several taxing bodies within the community working to help support the local youth. As of May 2017, the Village has had a vacancy. The Village President is appointing McLane Lomax to fill that vacancy.

KEY ISSUES:

The Village of Bensenville as a member of the Bensenville Youth Coalition must have a representative of the coalition. We currently have one vacancy.

ALTERNATIVES:

N/A

RECOMMENDATION:

Approval of the Resolution granting the advice and consent of the appointment of Village Trustee, McLane Lomax to the Bensenville Youth Coalition.

BUDGET IMPACT:

N/A

ACTION REQUIRED:**ATTACHMENTS:****Description**

Resolution

Upload Date

7/13/2017

Type

Cover Memo

RESOLUTION NO. _____

A RESOLUTION GRANTING THE ADVICE AND CONSENT OF THE VILLAGE BOARD OF TRUSTEES TO THE VILLAGE PRESIDENT'S APPOINTMENT OF VILLAGE TRUSTEE MCLANE LOMAX TO THE VILLAGE OF BENSENVILLE YOUTH COMMISSION

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

WHEREAS, the Village has established a Youth Commission pursuant to Title 2, Chapter 8 of the Bensenville Village Code; and

WHEREAS, the Village President has the authority to appoint Members of the Youth Commission; and

WHEREAS, there currently sits a vacancy on the Youth Commission; and

WHEREAS, the Village recognizes the hard work of Village Trustee McLane Lomax and his exemplary services and leadership; and

WHEREAS, the Village seeks to appoint Village Trustee McLane Lomax to the Youth Commission; and

WHEREAS, the President and the Board of Trustees of the Village of Bensenville find that Village Trustee McLane Lomax is qualified to serve on the Youth Commission; and

WHEREAS, the Presidents recommendation to appoint Village Trustee McLane Lomax to the Youth Commission for the un-expired term commencing on July 18, 2017 and expiring on April 30, 2021.

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

SECTION ONE: That the recitals set fourth are hereby incorporated herein by reference and made part hereof.

SECTION TWO: That the Board of Trustees for the Village of Bensenville gives its advice and consent to the Village President's appointment of Trustee McLane Lomax to the Youth Commission.

SECTION THREE: That Village Trustee McLane Lomax is appointed to the Youth Commission and his appointment shall begin July 18, 2017 and expire on April 30, 2021.

SECTION FOUR: That the Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village boards and Commission in said Office.

SECTION FIVE: The Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Bensenville, Illinois, on the 18th day of July 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Administration**DATE:**July 18, 2017**DESCRIPTION:**A Resolution Appointing Robert Madura as a Trustee to the Bensenville Fire Protection District #2***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:**

N/A

BACKGROUND:

In early 2007, the Bensenville Fire Protection District #2 was constituted pursuant to the Fire Protection District Act. The Board of Trustees consists of three members that shall govern and control the affairs and business of the District. The Village of Bensenville shall appoint Trustees of the District. The President and the Village Board find that Robert Madura is qualified to hold the position of Trustee.

Robert Madura will be appointed as Trustee for the District to a term expiring on April 30, 2020.

KEY ISSUES:**ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Resolution - Madura

Upload Date

7/13/2017

Type

Cover Memo

RESOLUTION NO. ____

**A RESOLUTION APPOINTING ROBERT MADURA AS A TRUSTEE TO THE
BENSENVILLE FIRE PROTECTION DISTRICT #2**

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, on or about January 1, 2007, the Bensenville Fire Protection District #2 (hereinafter referred to as “District”) was constituted pursuant to the Fire Protection District Act (hereinafter referred to as “Act”) (70 ILCS 705/0.01); and

WHEREAS, Section 4 of the Act provides that a Board of Trustees consisting of three (3) members shall govern and control the affairs and business of the District; and

WHEREAS, by the virtue of Section 4 of the Act, the governing board of the Village of Bensenville shall, from time-to-time, appoint the Trustees of the District; and

WHEREAS, the President and the Village Board find that Robert Madura is qualified to continue to hold the position of Trustee; and

WHEREAS, the Village has previously appointed three (3) Trustees for the District to serve staggered terms; and

WHEREAS, with the exception of the initial staggered terms for the Trustees, the Trustees hereinafter serve three (3) year terms; and

WHEREAS, Robert Madura is appointed as Trustee for the District to a term expiring on April 30, 2020; and

WHEREAS, the Village recognizes the dedicated service of Robert Madura; and

WHEREAS, the Village hereby finds and determines that Robert Madura continues to be qualified to serve as a Trustee for the District; and

WHEREAS, the Village seeks to appoint Robert Madura to serve as a Trustee of the District; and

WHEREAS, the President recommends the appointment of Robert Madura to a term that shall commence on July 18, 2017 and terminates on April 30, 2020.

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 and made part hereof.

SECTION 2. That pursuant to Section 4(a) of the Act, the Board of Trustees of the Village of Bensenville hereby gives its advice and consent to the Village President's appointment of Robert Madura as a Trustee for the Bensenville Fire Protection District #2.

SECTION 3. That pursuant to Section 4(a) of the Act, Robert Madura is hereby appointed to a term of three (3) years, said appointment shall begin on July 18, 2017 and expire on April 30, 2019.

SECTION 4. That Robert Madura shall post a bond for the performance of the Office of Trustee for the Fire Protection District.

SECTION 5. That the Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village Boards and Commissions in said Office.

SECTION 6. That this Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 18th day of July, 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Administration**DATE:**July 18, 2017**DESCRIPTION:**

Resolution Granting the Advice and Consent to the President's Re-Appointment of Amit Thakkar to the Police Pension Board

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**COMMITTEE ACTION:****DATE:**

N/A

BACKGROUND:

The President and the Village Board find that Amit Thakkar is qualified to continue to hold the position on the Police Pension Board. His term will expire April 30, 2019.

KEY ISSUES:**ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

Resolution- Thakkar 2017

Upload Date

7/13/2017

Type

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENT'S RE-APPOINTMENT OF AMIT THAKKAR TO
THE POLICE PENSION BOARD**

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, Amit Thakkar and was previously appointed as members of the Police Pension Board; and

WHEREAS, Amit Thakkar's terms has now expired; and

WHEREAS, the President and the Village Board find that Amit Thakkar is qualified to continue to hold the position on the Police Pension Board; and

WHEREAS, the President has recommended the appointment of Amit Thakkar to be re-appointed to full two year term beginning on May 1, 2017 and expire on April 30, 2019; 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 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. The Village Board gives its advice and consent to the Village President's re-appointment and Amit Thakkar is hereby re-appointed as a member of the Police Pension Board to fill a full term beginning on May 1, 2017 through April 30, 2019

SECTION 3. The Village Clerk shall update the list of Police Pension Members to accommodate the addition of the above-referenced appointed Members and maintain said list in the Office of the Clerk.

SECTION 4. The Resolution shall be in 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 18th day of July 2017.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:Informational**SUBMITTED BY:**Chief Frank J. Kosman**DEPARTMENT:**Police Department**DATE:**July 18, 2017**DESCRIPTION:**Introduction of Probationary Police Officer Michael J. Palasiewicz to the Village Board and Community**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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

COMMITTEE ACTION:

N/A

DATE:**BACKGROUND:**

Michael Palasiewicz graduated from Northern Illinois University with a degree in Political Science in 2012. He was a long term resident of Sandwich before moving to Champaign in 2016. He moved back to the Chicago area when he took our position. After graduating from college and before being hired by our Department, he worked mainly in the logistics/warehousing industry.

KEY ISSUES:

Michael Palasiewicz started his career with our Department on December 19, 2016. He successfully completed the Suburban Law Enforcement Academy's 440 hour basic police training course and passed the Illinois State Law Enforcement Certification test. Since graduation from the academy on March 29th until July 12th, he was in our field training program. Since successfully completing that training, he is currently assigned as an officer on the afternoon shift.

ALTERNATIVES:

N/A

RECOMMENDATION:**BUDGET IMPACT:**

The position is included in the FY2017 budget.

ACTION REQUIRED:

TYPE:Presentation**SUBMITTED BY:**Chief Frank J. Kosman**DEPARTMENT:**Police Department**DATE:**July 18, 2017**DESCRIPTION:**

Illinois Association of Chiefs of Police President, Chief James Kruger Will Present the Award Certificate for Tier Two Status in The Illinois Law Enforcement Accreditation Program to the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**COMMITTEE ACTION:**

N/A

DATE:**BACKGROUND:**

The Illinois Association of Chiefs of Police has established the Illinois Law Enforcement Accreditation Program. As stated in their literature, accreditation is the ongoing process whereby agencies evaluate policy and procedure against established criteria, and an independent and authoritative body, the Illinois Law Enforcement Accreditation Council, verify compliance with those criteria. The criteria, or standards, are policy development guidelines that represent a level of quality service delivery. The true indicator of compliance lies with an evaluation by trained, independent professional peers. The establishment of meaningful and professional standards and an evaluation for compliance to those standards are the two fundamentals of an accreditation program.

The standards are divided into four general subject areas: Administration, Operations, Personnel, and Training. All are mandatory except for those that are "not applicable" by function. The two tiers are not based on size, but on how comprehensive the accreditation: Tier One has 71 standards and Tier Two has 180 standards. The significant difference between Tiers One and Tier Two is that the focus moves from primarily one based on patrol functions to one with more emphasis on the inspection of administrative and investigative standards.

The on-site assessment consists of two days of file review, interviews, and ride alongs. The assessors arrive the night before to meet and plan, and then they proceed to the PD around 8:00 a.m. the next day. There is a two hour phone-in session for public comment. The exit interview is between noon and 4:00 p.m. on day two. The on-site can be accomplished in two days because most of the files will be reviewed off-site prior to the assessors' arrival and travel time is limited. The on-site Tier Two assessment for this Department occurred on February 28th and March 1st.

Then, the lead assessor submits an Assessment Report to the ILEAP Committee Chairman who reviews and distributes the report to the Council for its review and action at the Council's next scheduled meeting. If granted, accreditation is valid for four (4) years.

KEY ISSUES:

On March 10, 2015, the Police Department was awarded the Tier I Accreditation. Since that time, the Police Department sought the higher Tier II Level of accreditation.

Administrative Sergeant Juliann Wilson has successfully coordinated the accreditation effort while under the direct supervision of Deputy Chief John Lustro. They both should be commended and recognized for their effort that improves the level of service provided to the community through increasing accountability.

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A