

## 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 COMMITTEE OF THE WHOLE AGENDA**

**6:30 PM September 19, 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. *August 14, 2017 Special Committee of the Whole Meeting Minutes*
  2. *August 15, 2017 Committee of the Whole Meeting Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
  - A. Administration – No Report
  - B. Community and Economic Development
    1. *Consideration of an Ordinance Approving a Conditional Use Permit, Electronic Message Board Sign and Variances, Monument Sign (area and height) for the applicant Fenton Community High School District 100, located at 1000 West Green Street*
  - C. Finance
    1. *Consideration of a Resolution Authorizing the Execution of the Audit Agreement with G.W. & Associates, PC for the Fiscal Year 2017, 2018 and 2019.*
  - D. Police Department – No Report
  - E. Public Works
    1. *Consideration of a Resolution Approving an Intergovernmental Agreement (IGA) between Village of Bensenville and DuPage County Regarding the NPDES Program in the DesPlaines River and Salt Creek Watersheds*
    2. *Consideration of a Resolution Authorizing the Application to Seek a Community*

*Development Block (CDBG) assistance for the 2018 Annual Residential Streetlight Project*

F. Recreation

1. *Consideration of a Resolution Authorizing the Execution of a Venue Agreement with LiveBarn, Inc.*

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. 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)]

X. ADJOURNMENT

**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**September 19,  
2017**DESCRIPTION:**August 14, 2017 Special Committee of the Whole Meeting Minutes.***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT\_170814\_Special\_COW

**Upload Date**

9/13/2017

**Type**

Cover Memo

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

**MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE**  
**August 14, 2017**

**CALL TO ORDER:** President DeSimone called the meeting to order at 6:00 p.m.

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

President DeSimone, Franz, Jaworska, Panicola, Perez

Absent: Carmona, Lomax

A quorum was present.

Staff Present: E. Summers, M. Ribando

Guests Present: Jay Dalicandro, Village Consultant

**Public Comment:** There was no public comment.

*Trustee Carmona entered the meeting at 6:45 p.m.*

**Strategic Planning:**

Review and discussion of various department responsibilities and objectives.

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 8:55 p.m.

Nancy Quinn  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, September 2017

**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**September 19,  
2017**DESCRIPTION:**August 15, 2017 Committee of the Whole Meeting Minutes***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT\_170815\_COW

**Upload Date**

9/13/2017

**Type**

Cover Memo

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

**MINUTES OF THE COMMITTEE OF THE WHOLE**  
**August 15, 2017**

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

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

President DeSimone, Carmona, Franz, Jaworska, Lomax, Panicola, Perez

Absent: None

Village Clerk, Nancy Quinn, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, J. Lustro, B. Michelson, A. Thakkar, S. Viger, C. Williamsen

**Public Comment:** There was no public comment.

**Approval of Minutes:** The July 18, 2017 Community and Economic Development Committee Meeting minutes were presented.

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

All were in favor. Motion carried.

**2016 Business Survey Results:** Jason Morado of ETC Institute presented the results of the 2016 Business Survey with the Committee.

**1009 S. Church Road:** Village Manager, Evan Summers, presented an Ordinance Granting a Variance for the Construction of a Shed (size) for the Applicant Holy Trinity Ukrainian Orthodox Church, Located at 1009 South Church Road, Bensenville, Illinois.

There were no questions from the Committee.

Motion: Trustee Jaworska made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Carmona seconded the motion.

All were in favor. Motion Carried.

**44 Jacquelyn Dr.:** Village Manager, Evan Summers, presented an Ordinance Approving Variances for the Construction of a Front Porch for the Applicant Pawel Gieraltowski, Located at 44 Jacquelyn Drive, Bensenville, Illinois.

There were no questions from the Committee.

Motion: Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Lomax seconded the motion.

All were in favor. Motion Carried.

**2017 2<sup>nd</sup> Quarter  
Development  
Report:**

Economic Coordinator, Brett Michelson, presented to the Committee the Village's 2<sup>nd</sup> quarter development report for 2017.

**Stamped Concrete  
Bid Rejection:**

Village Manager, Evan Summers, presented a Resolution Rejecting All Bids for the Village of Bensenville 2017 Stamped Concrete Sealing Project.

There were no questions from the Committee.

Motion: Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

**2017 MFT**

**R&R Program:** Village Manager, Evan Summers, presented a Resolution Authorizing the 2017 MFT Sidewalk Removal & Replacement Program with Globe Construction, Inc. of Addison, IL in the Not-to-Exceed Amount of \$50,000.00.

There were no questions from the Committee.

**Motion:** Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.

All were in favor. Motion Carried.

**Hoerr Final  
Change Order:**

Village Manager, Evan Summers, presented a Resolution to Approve the Final Balancing Change Order with Hoerr Construction, Inc. for the 2017 Sanitary Sewer Lining Program in a Credit of \$37,341.85 for a Revised Contract Cost of \$145,434.65.

There were no questions from the Committee.

**Motion:** Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

**Utility Dynamics:** Village Manager, Evan Summers, presented a Resolution Authorizing a Construction Award to Utility Dynamics, Inc. of Oswego, IL for 2017 CDBG Annual Residential Streetlight Project in the Not-to-Exceed Amount of \$188,241.00.

There were no questions from the Committee.

**Motion:** Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Perez seconded the motion.

All were in favor. Motion Carried.



**James J. Benes:** Village Manager, Evan Summers, presented a Resolution to Award a Contract for Engineering Design Services for the 2018 Village Watermain Improvements Project to James J. Benes & Associates, Inc. in the Amount of \$44,576.00.

There were no questions from the Committee.

**Motion:** Trustee Perez made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

**Bell Vista  
(Rapid Shot):** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Services Agreement with Golden Nest Restaurants, Inc. dba Bella Vista Banquets.

There were no questions from the Committee.

**Motion:** Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion.

**Informational  
Items:** There were no informational items.

**Unfinished  
Business:** There was no unfinished business.

**Executive  
Session:** Village Manager, Evan Summers, stated there was not a need for executive session.

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

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:37 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, September 2017

**TYPE:**Public Hearing**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**09.19.17**DESCRIPTION:**

Consideration of an Ordinance Approving a Conditional Use Permit, Electronic Message Board Sign and Variances, Monument Sign (area and height) for the applicant Fenton Community High School District 100, located at 1000 West Green Street

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

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

**COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

08.19.17

**BACKGROUND:**

The Petitioner is seeking a Conditional Use Permit and variances to replace an existing monument sign. The current sign stands 20 feet high. The sign itself is 50 square feet. The new proposed sign is 12 feet high and 40 square feet. Maximums for monument signs in a residential district are 6 feet high and 32 square feet.

**KEY ISSUES:**

- 1) The original EMC sign was installed prior to when the current sign Ordinance had included EMCs as conditional uses. Therefore, there is no Conditional Use Permit on file for the old sign.
- 2) The new proposed sign is much more in line with the Village's current standards.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

- 1) The staff respectfully recommends that the Conditional Use and Variances be approved.
- 2) At the Public Hearing on September 5, 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 granting Conditional Use Permit and Variances for the applicant Fenton Community High School District 100, located at 1000 West Green Street.

**ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial & Zoning Maps	8/25/2017	Backup Material
Legal Notice	8/25/2017	Backup Material
Staff Report	9/6/2017	Executive Summary

Plans  
Draft Ordinance

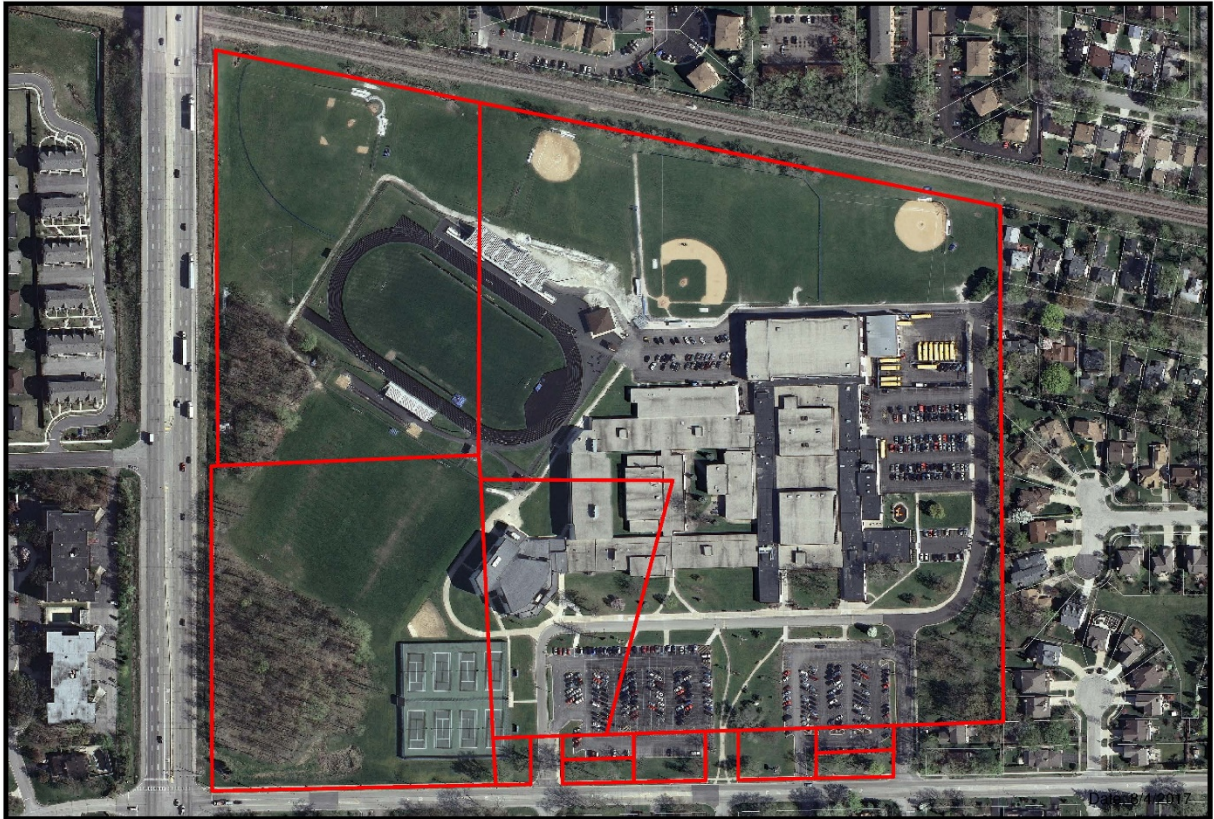
8/25/2017  
9/6/2017

Backup Material  
Ordinance



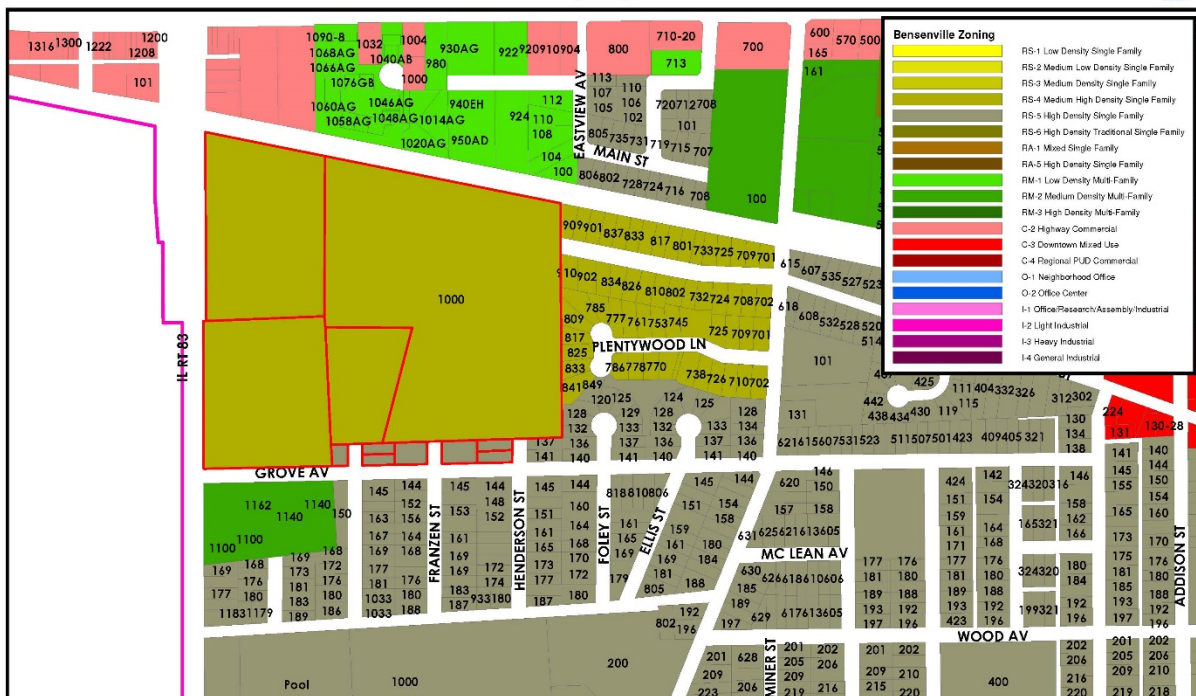
# Village of Bensenville

1000 W Green St



# Village of Bensenville

Zoning Map



**LEGAL NOTICE/PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, September 5, 2017 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2017 – 22 to consider a request for variances for a porch in the front yard:

Conditional Use Permit, Electronic Message Board Sign,  
Municipal Code Section 10 – 18 – 6 – 1; and  
Variance, Monument Sign (area and height),  
Municipal Code Section 10 – 18 – 8 – 2

1000 West Green Street is in a RS – 5 High Density Single Family District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

LOTS 3 AND 4 IN BLOCK 7 IN VOLK BROTHER’S BRETWOOD, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1927 AS DOCUMENT 235105 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1000 West Green Street, Bensenville, IL 60106.

Fenton Community High School District 100 is the owner and applicant for the subject property for this CDC Case No. 2017 - 22 and Public Hearing.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant’s application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through September 5, 2017 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
August 17, 2017**





### STAFF REPORT

**HEARING DATE:** September 5, 2017  
**CASE #:** 2017 – 22  
**PROPERTY:** 1000 West Green Street  
**PROPERTY OWNER:** Fenton Community High School District 100  
**APPLICANT:** Same  
**SITE SIZE:** 16,744 SF  
**BUILDING SIZE:** n/a  
**PIN NUMBERS:** 03-14-304-005  
**ZONING:** RS – 5 High Density Single Family District  
**REQUEST:** Conditional Use Permit, Electronic Message Board Sign,  
Municipal Code Section 10 – 18 – 6 – 1; and  
Variance, Monument Sign (area and height),  
Municipal Code Section 10 – 18 – 8 – 2

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday August 17, 2017. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted two Notice of Public Hearing signs on the property, visible from the public way on Friday August 18, 2017.
3. On Friday August 18, 2017, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

### **SUMMARY:**

The Petitioner is seeking a conditional use permit and variances to replace an existing monument sign. The current sign stands 20 feet high. The sign itself is 50 square feet. The new proposed sign is 12 feet high and 40 square feet. Maximums for monument signs in a residential district are 6 feet high and 32 square feet.

### **SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	RS – 5	Fenton High School	Institutional	Village of Bensenville
<b>North</b>	RS – 4	Fenton High School	Institutional	Village of Bensenville
<b>South</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville
<b>East</b>	RS – 5	Residential	Single Family Residential	Village of Bensenville
<b>West</b>	RS – 5	Fenton High School	Institutional	Village of Bensenville

**DEPARTMENT COMMENTS:**

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

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

Finance:

No issues.

Police:

No police issues.

Engineering and Public Works:

No comments.

Community & Economic Development:

Economic Development:

No comments

Fire Safety:

No comments.

Building:

Building has no comments at this time.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Institutional” for this property.
- 2) The original EMC sign was installed prior to when the current sign ordinance had included EMCs as conditional uses. Therefore, there is no conditional use permit on file for the old sign.
- 3) The new proposed sign is much more in line with the Village’s current standards.
- 4) Staff received a couple calls from nearby residents regarding time of display, brightness, etc.

**APPROVAL CRITERIA FOR VARIANCES:**

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

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

*Response: Fenton High School District 100 proposes to replace its existing marquee sign that is outdated and non-functional. The exiting sign sits atop a brick post approximately 15 feet high. The sign is 5'X10' in size. The proposed new sign would be 5'X8' or 40 Square Feet and 6' high. Although the new sign exceeds the 32 Square Feet ordinance, we believe the sign will be aesthetically appropriate to the neighborhood. The new sign would be dramatically smaller in size and height compared to the current sign. The sign would be installed in the existing location that is beautifully landscaped with hedges and flowers. We believe the sign will be more attractive and viewable to the community. The proposed sign will have 4 lines of data and be able to display in text and graphics. Fenton has much information to share and will be able to communicate its message in a thoughtful, timely, ongoing and attractive manner.*

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: The existing sign location is the preferred spot to install the new sign. This however will exceed the village ordinance by about 2 feet. This location includes all necessary power requirements and is beautifully landscaped. If the sign were to be relocated, a new foundation would be necessary as well electrical needs. Relocation of the sign will increase the costs and alter the timeline for installation.*

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: We are applying for the variance because the sign size and height exceed the Village Ordinance.*

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: We now know that a Variance is needed in order to proceed with obtaining the permit for installation 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: The District would like to reserve the right to improve and enhance our sign display.***

- 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, the District will experience additional costs by changing the sign design, installation and location.***

- 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 proposed sign will not in any way impair the environmental quality, public safety or welfare in the vicinity. In may impact, positively, with the public and school community due to the enhanced imaging and information displayed.***

- 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 the 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 the Variance is approved, we will be able to proceed with our plan to obtain a permit and begin installation without incurring additional costs.***

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

**RECOMMENDATIONS:**

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Conditional Use Permit and Variances for Fenton Community High School District 100, with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.
2. Sign should be turned off/deactivated after 10pm, unless a special event is being held, at which point it should be deactivated immediately following event.
3. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

Respectfully Submitted,  
Department of Community  
& Economic Development



# Proposed Sign



Overall height to top approx. 12'

THIS DRAWING IS THE COPYRIGHTED PROPERTY OF PALDO SIGN CO. REPRODUCTION IN WHOLE OR IN PART OF USE OF DESIGN CANNOT BE DONE WITHOUT THE WRITTEN PERMISSION OF PALDO SIGN CO.



# PALDO SIGN

& Display Company

8110 W. GRAND AVE.  
RIVER GROVE, IL 60171

Tel: 708.456.1711  
Fax: 708.456.3552

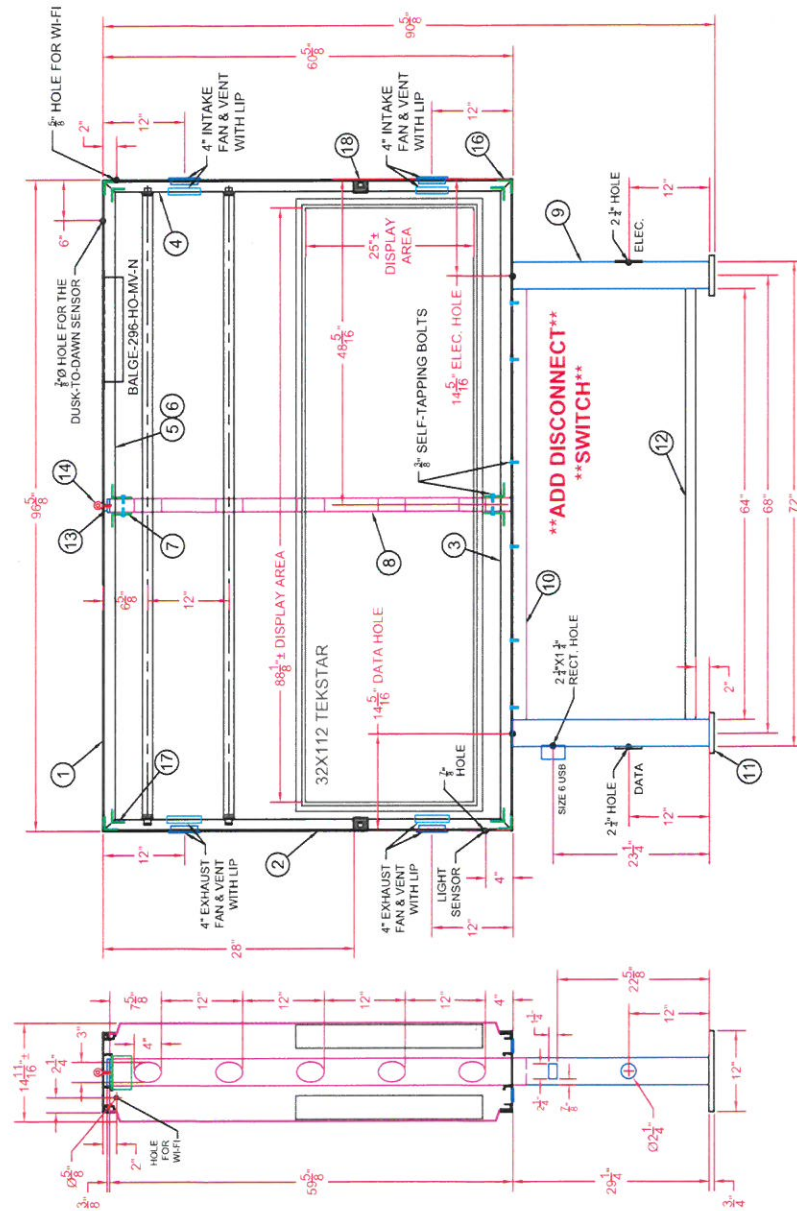
Client: Fenton High School

Date: 7.21.17 Rev: 1

Landlord Approval: \_\_\_\_\_ Customer Approval: \_\_\_\_\_

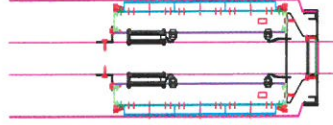
IMPORTANT: PLEASE EXAMINE THIS PROOF FOR ACCURACY, CONTENT & COLORS. SIGN YOUR APPROVAL IF O.K. ONCE THIS ORDER BEGINS PRODUCTION, NO CHANGES CAN BE MADE WITHOUT ADDITIONAL COST. WE WILL BEGIN PRODUCTION WHEN THE APPROVAL OF DESIGN IS RETURNED TO US. CUSTOMER IS RESPONSIBLE FOR LANDLORD APPROVAL. PLEASE NOTE: DUE TO THE PHYSICAL LIMITATIONS OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN INK, VINYL OR PAINT.






DRAWING DESIGNED TO BE PRINTED ON 8 1/2"X14" PAPER

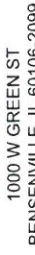
## "RIGHT VIEW"



"Z" Mtg Bracket  
1/8" Aluminum

DRAWING DESIGNED TO BE PRINTED ON 8 1/2"X14" PAPER

 <b>stewart signs</b> 15001 Collins Court, Suite 215, Sarasota, FL 34232 Phone: (941) 552-4200 Fax: (941) 552-4200 <a href="http://www.stewartsigns.com">www.stewartsigns.com</a>	Date: 07-20-17 Drawn by: JRM		J.M.S. TEMPLATE MUST BE USED TO SET THREADED RODS INTO CONCRETE		Sign Model: TEKSTAR 58, 32x112	Page 2 OF 3
	Drawing #:	Sketch #:	Customer Name:	Customer Address:		
	TEK-20mm-C-32x112	886964-2C-S	FENTON HIGH SCHOOL	1000 W GREEN ST BENSENVILLE, IL 60108-2099		





CURRENT SIGN



IS THE COPYRIGHTED PROPERTY OF PALDO SIGN CO. REPRODUCTION IN WHOLE OR IN PART OF USE OF DESIGN CANNOT BE DONE WITHOUT THE WRITTEN PERMISSION OF PALDO SIGN CO.



**PALDO SIGN**  
& Display Company

8110 W. GRA  
RIVER GROVE, IL

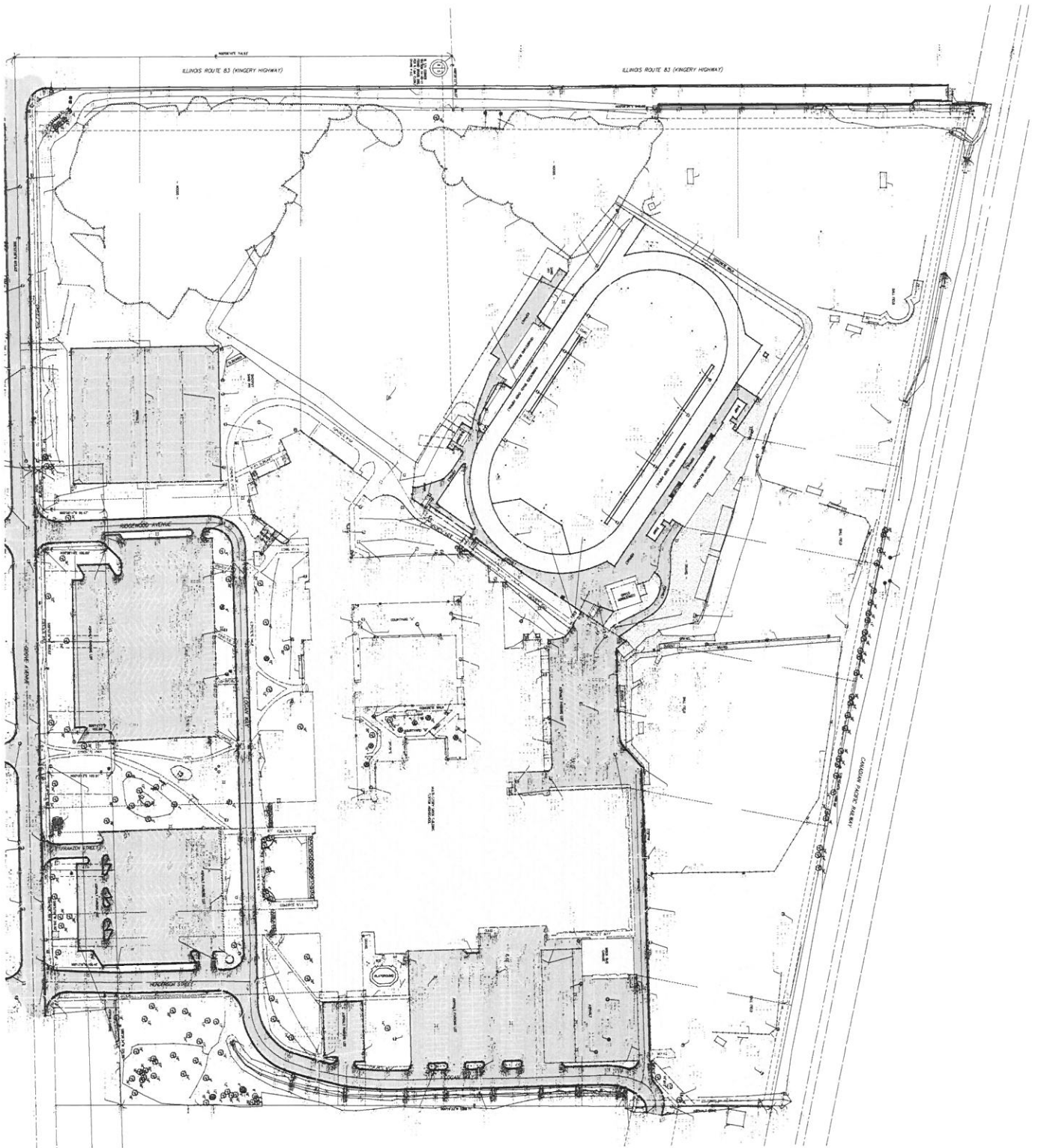
Tel: 708.45  
Fax: 708.45

Client: **Fenton High School**

Date: **8.2.17** Rev:

Landlord Approval: \_\_\_\_\_ Customer Approval: \_\_\_\_\_

PLEASE EXAMINE THIS PROOF FOR ACCURACY, CONTENT & COLORS. SIGN YOUR APPROVAL IF O.K. ONCE THIS ORDER BEGINS PRODUCTION, NO CHANGES CAN BE MADE. COST: WE WILL BEGIN PRODUCTION WHEN THE APPROVAL OF DESIGN IS RETURNED TO US. CUSTOMER IS RESPONSIBLE FOR LANDLORD APPROVAL. PLEASE NOTE: DUE TO THE OF THE PAPER AND INK-BASED PRINTING PROCESS, THIS CUSTOM ARTWORK IS NOT INTENDED TO PROVIDE AN EXACT MATCH BETWEEN THE VIEW OF PRINT.





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

**AN ORDINANCE APPROVING THE GRANT OF A  
CONDITIONAL USE PERMIT WITH ASSOCIATED VARIANCES  
TO ALLOW AN ELECTRONIC MESSAGE CENTER SIGN AT  
1000 WEST GREEN STREET, BENSENVILLE, ILLINOIS**

**WHEREAS**, Fenton Community High School District 100 ("Owner") and ("Applicant"), filed an Application seeking zoning relief under *the Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") at a property commonly known as 1000 West Green Street, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being on file in the Community and Economic Development Department; and

**WHEREAS**, the Owner and Applicant filed an Application seeking a Conditional Use Permit under the Zoning Ordinance to allow an Electronic Message Center sign at the Subject Property (Section 10-18-6-1); and for the following variances: to allow monument sign height from 6 feet to 12 feet, and to allow monument sign area from 32 square feet to 40 square feet (Section 10-18-8-2); and

**WHEREAS**, Notice of Public Hearing with respect to the Conditional Use Permit sought by the Owner and Applicant was published in the Bensenville Independent on August 17, 2017 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within two hundred fifty 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 September 5, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the Application, adopted the findings of facts submitted by Village Staff recommending approval of the Application as set forth in Exhibit "B," attached hereto and incorporated herein by reference; and

**WHEREAS**, upon said findings of facts, the Community Development Commission voted 5-0 to approve the Application for a Conditional Use Permit and requested variances at the Subject Property; and

**WHEREAS**, the Community Development Commission forwarded its recommendation to approve the Application to the Village Board's Committee of the Whole which concurred in the recommendation to approve the Application; and

**WHEREAS**, the Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on September 26, 2017; and

**WHEREAS**, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the Conditional Use Permit and requested variances should be granted, finding that they are consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

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

**SECTION TWO:** That the Application for a Conditional Use Permit and Variances to allow Fenton Community High School District 100 to install an Electronic Message Center sign at the Subject Property is hereby granted, subject to the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application.
2. Sign should be turned off/deactivated after 10pm, unless a special event is being held, at which point it should be deactivated immediately following event.
3. All other features of EMC shall conform to Village ordinance, particularly section 10-18-7C Sign Illumination.

**SECTION THREE:** That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Conditional Use Permit granted herein.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 26th day of September 2017.

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Frank DeSimone, Village President

ATTEST:

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Nancy Quinn, Village Clerk

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

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

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

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

Exhibit "A"

### Legal Description

The Legal Description is as follows:

LOTS 3 AND 4 IN BLOCK 7 IN VOLK BROTHER'S BREWOOD, A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 14, AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1927 AS DOCUMENT 235105 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1000 West Green Street, Bensenville, IL 60106.

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

Exhibit "B"

## Community Development Commission Findings of Fact / Recommendation

Mr. Pozsgay reviewed the approval criteria for the proposed request consisting of:

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

*Response: Fenton High School District 100 proposes to replace its existing marquee sign that is outdated and non-functional. The exiting sign sits atop a brick post approximately 15 feet high. The sign is 5'X10' in size. The proposed new sign would be 5'X8' or 40 Square Feet and 6' high. Although the new sign exceeds the 32 Square Feet ordinance, we believe the sign will be aesthetically appropriate to the neighborhood. The new sign would be dramatically smaller in size and height compared to the current sign. The sign would be installed in the existing location that is beautifully landscaped with hedges and flowers. We believe the sign will be more attractive and viewable to the community. The proposed sign will have 4 lines of data and be able to display in text and graphics. Fenton has much information to share and will be able to communicate its message in a thoughtful, timely, ongoing and attractive manner.*

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: The existing sign location is the preferred spot to install the new sign. This however will exceed the village ordinance by about 2 feet. This location includes all necessary power requirements and is beautifully landscaped. If the sign were to be relocated, a new foundation would be necessary as well electrical needs. Relocation of the sign will increase the costs and alter the timeline for installation.*

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: We are applying for the variance because the sign size and height exceed the Village Ordinance.***

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: We now know that a Variance is needed in order to proceed with obtaining the permit for installation 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: The District would like to reserve the right to improve and enhance our sign display.***

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, the District will experience additional costs by changing the sign design, installation and location.***

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 proposed sign will not in any way impair the environmental quality, public safety or welfare in the vicinity. In***

*may impact, positively, with the public and school community due to the enhanced imaging and information displayed.*

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 the 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 the Variance is approved, we will be able to proceed with our plan to obtain a permit and begin installation without incurring additional costs.*

Mr. Pozsgay stated Staff recommends the approval of the above Findings of Fact and therefore the approval of the request with Staff's recommends consisting of:

1. The plans and aesthetics of the porch to be in substantial compliance with the plans submitted with this application.
2. Sign should be turned off/deactivated after 10pm, unless a special event is being held, at which point it should be deactivated immediately following event.
3. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commissioners.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2017-22. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Moruzzi, Marcotte, Czarnecki, King

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:41 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact listed above and to approve the proposed request. Commissioner Moruzzi seconded the motion.

ROLL CALL: Ayes: Rowe, Moruzzi, Marcotte, Czarnecki, King

Nays: None

All were in favor. Motion carried.



**TYPE:**Resolution**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance**DATE:**September 19,  
2017**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of the Audit Agreement with G.W. & Associates, PC for the Fiscal Year 2017, 2018 and 2019.

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

September 19, 2017

**BACKGROUND:**

Per the Illinois legislation, municipalities are required to have their books of accounts audited every year. The auditor Lauterbach & Amen have audited our books of accounts and financial statements for the period of 2011 to 2016. It is a standard practice as well as desire of the Village Board and Management to rotate the current auditor. We did publish an RFP/RFQ from qualified audit firms and seven reputed firms have responded with the proposals. All these firms are highly qualified and reputable with many years of experience in governmental audits in the Chicagoland area.

All the proposals were studied and analyzed with respect to the experience of the firm, cost of the proposed audit, time spent by the audit firm staff on the audit as well as hourly rate for each category of the staff to be involved with the audit. After careful consideration of each of the proposal, Staff is recommending the G.W. & Associates, PC as the audit fee proposed is same as the current auditor while the hours to be spent on the audit is also in the same range.

**KEY ISSUES:**

a) Current auditor Lauterbach & Amen is a very professional firm for the audit but they have been our auditor for 5 years and it is a standard practice to rotate the audit firm.

b) Auditing of the financial statement and the books of accounts is required by the Illinois state legislation.

**ALTERNATIVES:**

At the discretion of the Committee of the Whole.

**RECOMMENDATION:**

Staff recommends the approval of the Resolution authorizing the Audit Agreement with G.W. & Associates, PC.

**BUDGET IMPACT:**

2018 Budget - Audit fee \$38,000, single audit fee - \$4,000

2019 Budget - Audit fee \$39,150, single audit fee - \$4,125

2020 Budget - Audit fee \$40,300, single audit fee - \$4,250

**ACTION REQUIRED:**

Approval of the Resolution.

**ATTACHMENTS:**

**Description**

Audit Resolution

**Upload Date**

9/13/2017

**Type**

Cover Memo

**RESOLUTION NO R-\_\_\_\_\_**  
**A RESOLUTION AUTHORIZING AN AGREEMENT WITH**  
**G.W. & ASSOCIATES, PC.**

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

That the Village President is authorized to execute the attached agreement/engagement letter G.W. & Associates, PC for fiscal year 2017 with an annual renewal for 2018 and 2019 for auditing services to be provided to the Village of Bensenville for audit of the Village funds, and all Compliance reporting associated with the all Village's TIF district as more fully specified in the proposal attached hereto and incorporated herein by reference as Exhibit "A".

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved,

\_\_\_\_\_  
Frank DeSimone, President

ATTEST:

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

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

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

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**September 19,  
2017**DESCRIPTION:**

Consideration of a Resolution Approving an Intergovernmental Agreement (IGA) between Village of Bensenville and DuPage County Regarding the NPDES Program in the DesPlaines River and Salt Creek Watersheds

**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:**

Committee of the Whole

**DATE:**September 19, 2017

---

**BACKGROUND:**

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA's NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Qualifying Local Program. The Qualifying Local Program would combine efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016 meeting, the Municipal Engineers Group voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. The program framework has been reviewed and informally approved by the IEPA pending formal submittal once Intergovernmental Agreements are established.

**KEY ISSUES:**

The Village has relied on the County to provide the services listed in the proposed IGA for several years. The services that will continue to be utilized remain free of charge. If the Village needed additional services or monitoring in Cook County, DuPage County has set this mechanism to garner payment for those services.

Subject to attorney review, the IGA will be presented at September 26, 2017 Village Board meeting for signatures.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of entering into an Intergovernmental Agreement with DuPage County.

**BUDGET IMPACT:**

N/A.

**ACTION REQUIRED:**

Approval of a Resolution approving an Intergovernmental Agreement (IGA) between Village of Bensenville

and DuPage County regarding the NPDES Program in the DesPlaines River and Salt Creek Watersheds.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
IGA - DuPage IGA NPDES MS4 - DRAFT	9/13/2017	Backup Material
RES - DuPage IGA NPDES MS4	9/13/2017	Resolution Letter

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**THE VILLAGE OF BENSENVILLE**  
**AND THE COUNTY OF DUPAGE, ILLINOIS**  
**FOR THE IMPLEMENTATION OF THE**  
**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN**  
**THE DES PLAINES RIVER AND THE SALT CREEK WATERSHEDS**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12<sup>th</sup> day of September, 2017 between the Village of Bensenville of DuPage and Cook Counties (hereinafter referred to as the "Municipality") a body corporate and politic, with offices at 717 East Jefferson Avenue, Bensenville, Illinois 60106 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

**RECITALS**

WHEREAS, the Municipality and County are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

WHEREAS, the Illinois General Assembly has granted the County authority to take action to control flooding and to enter into Agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

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

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

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

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

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

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter's availability; and

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

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.
- 1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- 1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

**2.0 PURPOSE OF AGREEMENT**

- 2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Des Plaines River and Salt Creek Watersheds.

**3.0 COUNTY RIGHTS AND RESPONSIBILITIES.**

- 3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
- 3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

- 3.3** The County shall be responsible for including documentation related to the County's performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.
- 3.4** For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.
- 3.5** The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively "County assets").
- 3.6** At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County's use of County assets for the County's own work. For the purpose of this provision, the term "County's own work" shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County's failure or inability to provide County assets as requested, or the County's decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.
- 3.7** While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.7 above, in relation to County assets.
- 3.8** The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.



- 3.9** Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

#### **4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES**

- 4.1** The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

#### **5.0 MUTUAL OBLIGATIONS**

- 5.1** The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.
- 5.2** In the event either party (first party) is requested or required to provide the other party (second party) with the first party's consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

#### **6.0 COMPENSATION**

- 6.1** The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.
- 6.2** For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County's staff. The multiplier includes the County's cost of overhead and incidental costs. A chart listing the hourly rates for County's staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
- 6.3** For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County asset delivered to the designated work site. Invoiced amounts shall be in accordance with the County's schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).
- 6.4** The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County's services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or,

equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

**6.5** The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days' notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

**6.6** Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.

6.6.1 For all direct expenses costing more than \$25.00, the COUNTY shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.6.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

6.6.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

**6.7** When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

## **7.0 INDEMNIFICATION AND INSURANCE**

**7.1** Each party (as the "Indemnitor") shall indemnify and hold harmless the other party, its officials, officers and employees (the "Indemnitee Class") from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor's negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

- 7.2** To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.
- 7.3** The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party's indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties' insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

## **8.0 MISCELLANEOUS TERMS**

- 8.1** This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.
- 8.2** This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
- 8.3** This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
- 8.4** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.
- 8.5** Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.
- 8.6** There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 8.7** In the event of a conflict between the terms or conditions of this Agreement and any term or condition found in any exhibit or attachment, the terms and conditions of this Agreement shall prevail.

**8.8** Any required notice shall be sent to the following addresses and parties:

Village of Bensenville  
Public Works Department  
717 East Jefferson Street  
Bensenville, IL 60106  
Attn: Director of Public Works

DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
Attn: Director of Stormwater Management

**8.9** The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

## **9.0 NOTICES REQUIRED UNDER THIS AGREEMENT**

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

Village of Bensenville  
Public Works Department  
Attn: Stormwater Administrator  
717 East Jefferson Street  
Bensenville, IL 60106  
E-mail: [jcaracci@bensenville.il.us](mailto:jcaracci@bensenville.il.us)

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division  
Attn: Director, Stormwater Management  
421 N. County Farm Road  
Wheaton, IL 60187-3978  
E-mail: [Water.Quality@dupageco.org](mailto:Water.Quality@dupageco.org)

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

## **10.0 TERM OF AGREEMENT**

**10.1** As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

**10.2** The initial term of this Agreement shall become effective September 12, 2017 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

## **11.0 SEVERABILITY**

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

## **12.0 GOVERNING LAW**

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

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

BY: \_\_\_\_\_  
Evan Summers  
Village Manager  
Village of Bensenville

ATTEST BY: \_\_\_\_\_  
Nancy Quinn  
Village Clerk

BY: \_\_\_\_\_  
Daniel Cronin  
Chairman  
DuPage County Board

ATTEST BY: \_\_\_\_\_  
Paul Hinds  
County Clerk

**Exhibit A**  
**Scope of Work**  
**County Tasks**

**Public Education and Outreach on Storm Water Impact**

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/ or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The COUNTY will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

**Public Involvement/ Participation**

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County's main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

### **Illicit Discharge Detection and Elimination ("IDDE")**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County conducting dye testing as part of tracing procedures.



The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County's investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

### **Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

### **Post Construction Storm Water Management in New Development and Redevelopment**

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

### **Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

### **Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

### **Annual Reporting**

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County's website. The annual report is required by the IEPA and is due by June 1<sup>st</sup> of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.

**Exhibit B**  
**Municipal Tasks**  
**Scope of Work**

**Public Education and Outreach on Storm Water Impact**

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

**Public Involvement / Participation**

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

**Illicit Discharge Detection and Elimination**

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality's MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality's municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality's (and County's) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality's IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County's work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

### **Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("DCCSFPO").

### **Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

### **Pollution prevention/ good housekeeping for municipal operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

### **Monitoring**

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

## **Reporting**

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.

**Exhibit C**  
**Hourly Rates**

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<b>Position</b>	<b>Direct Rate</b>	<b>Billing Rate (Direct Rate x 1.4)</b>
Intern	\$10.00 - \$15.40	\$14.00 - \$21.56
Environmental Technician	\$23.00 - \$30.92	\$32.20 - \$43.29
Senior Environmental Technician	\$23.08 - \$31.02	\$32.31 - \$43.43
Water Quality Specialist	\$24.92 - \$33.51	\$34.89 - \$46.91
Water Quality Supervisor	\$32.59 - \$43.81	\$45.63 - \$61.33

Labor Rates associated with use of County equipment are as follows:

Crew Leader \$45/ hour  
Senior Maintenance Worker \$40/ hour  
Maintenance Worker \$35/hour

**Exhibit D**  
**Standard Rates**

Current County equipment list and hourly rates. Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.

<b>Equipment</b>	<b>Year</b>
2016 Big Tex 14TL-20 trailer, VIN: 16VCX2022G2082712	2016
Kubota: 4WD Tractor S/N: 50962	2016
Kubota Utility Vehicle S/N: 24669	2016
60" Riding Mower ZTR S/N: 44816	2016
60" Riding Mower ZTR S/N: 44733	2016
48" Walk Mower Hydro S/N: K9100322	2016
48" Walk Mower Hydro S/N: K100325	2016
Stormwater Chipper BD1390 - SN-4FMUS1516FR002012	2016
Stormwater Bobcat T770 - SN-AT6312253	2016
Trail King Trailer TK70HDG; VIN 1TKJ04423HM092743	2016
Peterbilt 348 - VIN - 2NP3LJ0X4HM434839	2016
Peterbilt 348 w/ Tandem National Crane - VIN - 2NP3LJ0X0HM434840	2016

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

**RESOLUTION APPROVING AN INTERGOVERNMENTAL COOPERATION  
AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND DUPAGE  
COUNTY REGARDING THE NPDES PROGRAM IN THE DESPLAINES RIVER  
AND SALT CREEK WATERSHEDS**

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

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

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062 and 5/5-15001 *et. seq.*); and

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

WHEREAS, MS4s are defined in 40 CFR 122.25(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

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

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

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and



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

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this \_\_\_\_\_ day of September, 2017.

\_\_\_\_\_  
Frank DeSimone  
Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

NAYS: \_\_\_\_\_

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

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**September 19,  
2017**DESCRIPTION:**

Consideration of a Resolution Authorizing the Application to Seek a Community Development Block (CDBG) assistance for the 2018 Annual Residential Streetlight Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☒*Financially Sound Village*☒*Enrich the lives of Residents**X**Quality Customer Oriented Services**Major Business/Corporate Center**X**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

September 19, 2017

**BACKGROUND:**

The Community Development Block Grant (CDBG) Program is a flexible program that provides communities with resources to address a wide range of unique community development needs. The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low-and-moderate income persons.

The Village has applied for and been awarded similar grants in the past.

**KEY ISSUES:**

In response to the 2011 Citizen survey which identified streetlights as a desire of the community, the Village of Bensenville has successfully completed an annual residential streetlights project in the year 2015 and 2016. In year 2017, the Village of Bensenville sought and was awarded CDBG funds in the amount of \$199,135 to supplement its ongoing annual residential streetlight project.

The Village is again seeking to apply for the CDBG funds to supplement the 2018 Annual Residential Streetlight Project. This 2018 Residential Streetlight Project area is bounded by York Rd, Green St, Marion Ct and Pine Ave. The Village is seeking \$200,000 in the CDBG funds to supplement its own \$200,000 project, for a total project cost of \$400,000. If awarded, the staff anticipates to install approximately 40 streetlights as part of this project.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff respectfully requests the approval of the Resolution.

**BUDGET IMPACT:**

If the grant is awarded, the Village will received additional \$200,000 in funds to supplement its \$200,000 project.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Application to Seek a Community Development Block (CDBG) assistance for the 2018 Annual Residential Streetlight Project.

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

RES - Grant Application 2018

9/13/2017

Resolution Letter

2018 CDBG LOI

9/11/2017

Backup Material

Location Map

9/11/2017

Backup Material

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

**A RESOLUTION APPROVING AN APPLICATION FOR COMMUNITY  
DEVELOPMENT BLOCK (CDBG) GRANT FOR THE 2018 ANNUAL RESIDENTIAL  
STREET LIGHT PROJECT**

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

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

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

WHEREAS the Village completed a Residential Street Light Program in 2015, 2016 and 2017; and

WHEREAS in an effort to increase the number of lights being installed under this program the Village is seeking authorization to submit an application for Community Development Block Grant (CDBG); and

WHEREAS DuPage County is responsible party to review the grant applications as well as administer the grant funds; and

WHEREAS if the funds are awarded the Village will be required to enter into an agreement with DuPage County.

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 submittal of a CDBG grant application 2018 Annual Residential Streetlight Project and to take further actions as may be necessary, including but not limited to execution of the agreement if funding is granted.

**SECTION THREE:** The Village President or his/her designee 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 26<sup>th</sup> day of September, 2017.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

NAYS: \_\_\_\_\_

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

# LETTER OF INTENT

## 2018 DuPage County Neighborhood Investment (Municipalities and Townships)

Agency: \_\_\_\_\_

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

**Project Type (Check One)**

- ☐ Neighborhood Infrastructure and Facilities
- ☐ Accessibility Improvements
- ☐ Planning Studies

Amount Requested: \$ \_\_\_\_\_ Total Project Cost: \$ \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact E-mail: \_\_\_\_\_

**Brief Project Description including the Service Area Which MUST be Primarily Residential:**

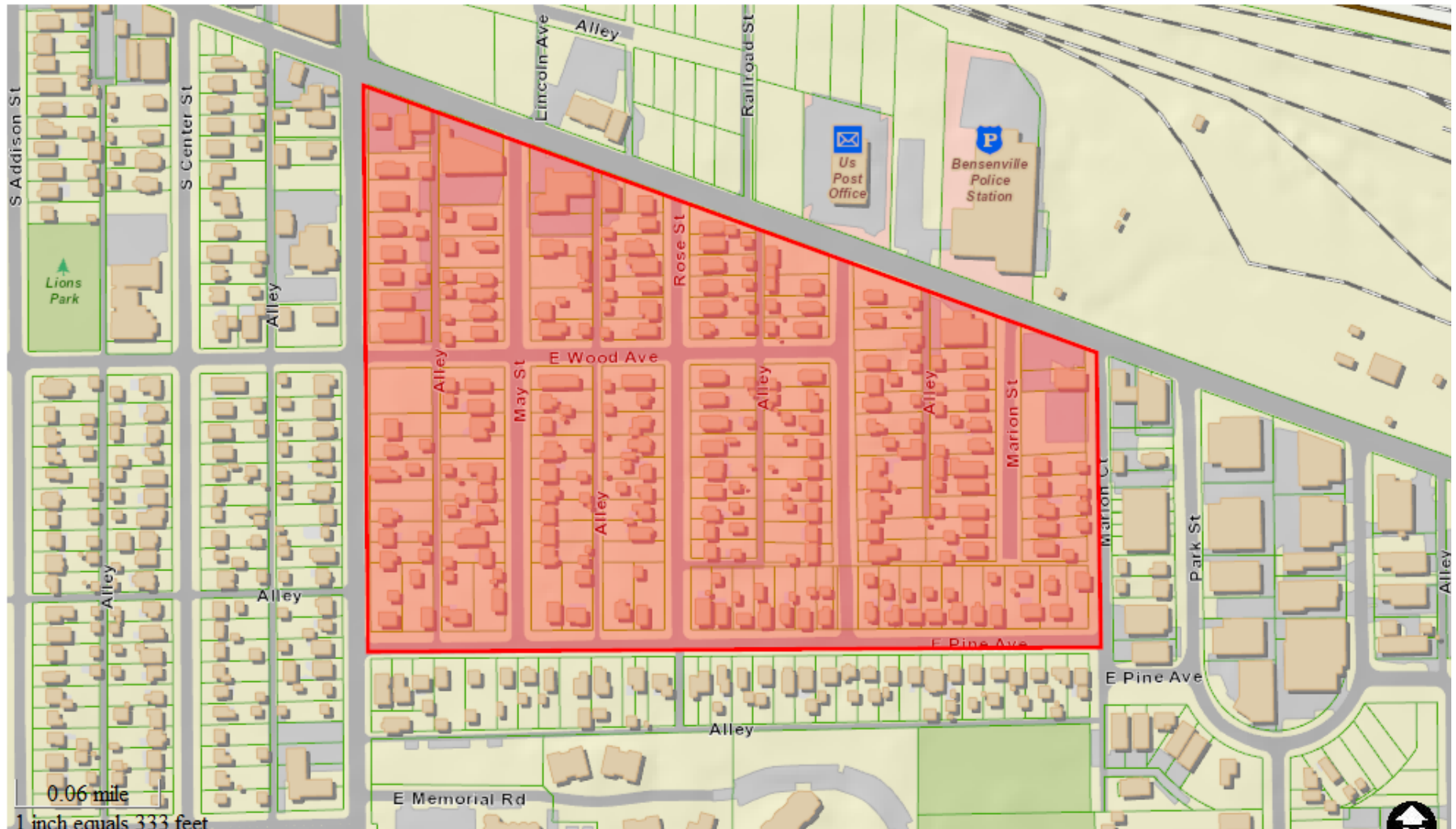
Signature:  \_\_\_\_\_

Title: \_\_\_\_\_

**Due Friday, September 8, 2017 by 4:30 p.m. (via fax, e-mail, or mail)**

Fax to: (630) 407-6601  
Email to: [communitydev@dupageco.org](mailto:communitydev@dupageco.org)  
Mail to: Community Development Commission  
421 N. County Farm Road  
Room 2-800  
Wheaton, IL 60187

## 2018 Annual Residential Streetlight



Map created on September 1, 2017.

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

**TYPE:**Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**September 19,  
2017**DESCRIPTION:**Consideration of a Resolution Authorizing the Execution of a Venue Agreement with LiveBarn, Inc.**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

September 19, 2017

**BACKGROUND:**

LiveBarn, Inc. is a company founded in 2014 that provides fully automated audio/video system broadcasts for amateur youth sporting events using cutting-edge technology that follows the flow of the game. Friends and family can watch live online when they cannot attend and coaches and athletes have the benefit of reviewing their games and sharing video highlights online or through social media. LiveBarn also provides an enhanced level of safety, security, and accountability.

**KEY ISSUES:**

LiveBarn, Inc. will install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service. LiveBarn shall also furnish and install, at its expense, three (3) forty (40) to (50) inch video screens in the Blue Line Club restaurant/bar. Live broadcasts will be displayed to those monitors from 8:00 am - midnight.

Although the benefits of the LiveBarn system will primarily be to enhance the customer service experience associated with the Edge, the Village hopes to generate revenues by live streaming real-time games and practices to the restaurant/bar and thus increasing concession sales as well as capturing 30% sales commissions from all memberships solicited through the facility. Customers can enroll for memberships via the LiveBarn.com website and select a standard membership for \$14.95 per month or a premium membership for \$24.95 per month.

This agreement consists of a five (5) year term with an automatic two (2) year renewal unless either party of its intent to discontinue at least thirty (30) days prior to the expiration of the then current term.

**ALTERNATIVES:**

- This Resolution requires approval by the Village Board. Should the Board not approve the Resolution, Live Barn would not be permitted to install and operate its online audio/video operating system.
- Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of the Resolution.

**BUDGET IMPACT:**

There are no associated expenses with this item. Any resulting revenues were not included in the 2017 annual budget.



**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Venue Agreement with LiveBarn, Inc.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Agreement	9/12/2017	Exhibit
Resolution	9/13/2017	Resolution Letter

**DATE:** September 26, 2017

**BETWEEN: LIVEBARN INC.** ("LiveBarn")

*and*

**THE VILLAGE OF BENSENVILLE**  
("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's ice rink sheet described in the attached Schedule "A" (each being a "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

## **1 AUTOMATED ONLINE BROADCAST SERVICE**

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six (6) month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and three (3) video cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. All cameras will be placed on the same one side of each Ice Rink Sheet. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense, install one (1) forty (40) to fifty (50) inch video screen immediately above or adjacent to the main entry door to each Ice Rink Sheet which screen will continuously display

a live broadcast from that Ice Rink Sheet (from 8:00AM to midnight) of the Automated Online Broadcast Service.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships - until such membership is discontinued. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a ten percent 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner, which code may be modified periodically by LiveBarn. LiveBarn will pay Venue Owner its revenue share within thirty (30) days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines, including by providing its broadcast signal to national broadcasters and digital media distributors. The Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below. Notwithstanding the foregoing, if Venue Owner instructs LiveBarn to delete or make inaccessible any Content because such Content is or could be subject to a third-party claim, or for any other good faith reason, LiveBarn shall comply with such instruction as promptly as reasonably possible and, in any case, within twenty-four (24) hours, however, it will be the responsibility of the Venue Owner to ensure that Content is restricted, pursuant to the administration toll described in section 1.7 and 1.8.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or

time periods from being broadcast on any selected Ice Sheet (the "Blackout Restrictions"). Venue Owner shall also have the right to retroactively restrict or "blackout" any events that have transpired on each Ice Rink Sheet that they do not wish to be made public.

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

## **2 TERM AND TERMINATION**

2.1 The term of this Agreement commences on the date hereof and continues until the five (5) year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least thirty (30) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to section 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving ninety (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location within thirty (30) days of such termination. If LiveBarn fails to remove all hardware, software and wiring from Venue Owner's location within such time period, Venue Owner shall have the right to remove and dispose of the hardware, software and wiring in whatever manner Venue Owner sees fit.

## **3 EXCLUSIVITY**

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for a period of five (5) years during the Term of this Agreement, and any automatic renewal terms, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using an automated (without individuals operating cameras) online broadcasting system. For greater certainty, the said exclusivity shall apply for the five (5) year period even if the Venue Owner elects to terminate this Agreement

pursuant to Subsection 2.2 above prior to the expiration of the Term; however, the exclusivity shall not apply in the event that LiveBarn shall elect to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent LiveBarn breaches the terms and conditions of this Agreement and fails to cure said breach within 60 days after having received written notice of such breach.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction in DuPage County, Illinois against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

## **4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE**

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and

this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

## **5 NOTICE TO PUBLIC**

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her activities and presence while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all future agreements with parties for usage of the Venue, Venue Owner will use its best efforts to include provisions both providing notice of the existence of LiveBarn broadcasting at the Venue and requesting such parties to notify all their users of the Venue of this, forms of such notices to be provided by LiveBarn.

## **6 MARKETING**

6.1 Venue Owner agrees to use reasonable efforts to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a thirty (30) minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue Owner's customers and patrons.

6.3 Venue Owner may place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner may do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

## **7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains two million dollars (\$2,000,000) of General Liability Insurance and all of its installed venue locations are "Additional Insured" on this insurance policy. Upon execution of this Agreement Venue Owner will be emailed a Certificate of Additional Insured with its name and location confirming its status as Additional Insured.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of Illinois. Any disputes shall be heard in the courts of the DuPage County, Illinois

7.10 [Deleted]

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

7.13 LiveBarn shall protect, defend, indemnify and save the Venue Owner, its officers, directors, employees, servants or agents (collectively, the "Indemnified Parties")



## **VENUE AGREEMENT**

harmless from all claims, actions and proceedings including any costs and expenses incurred by the Indemnified Parties hereby for loss, damage or injury, occasioned by, or attributable to the execution of this agreement or the exercise in any manner of rights arising hereunder, including without limitation, the recording and delivery of live or on demand video of any consenting and non-consenting parties, except for damage resulting from the negligence or intentional misconduct of Venue Owner or any of its officers, employees, or agents while acting within the scope of their duties or employment. However, LiveBarn will have full discretion to defend any such claims, actions or proceedings and its liability hereunder is subject to it having been given proper notice and having had the opportunity to make such defenses in its discretion.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.   
Per: \_\_\_\_\_  
Chief Operating Officer

VILLAGE OF BENSENVILLE

Per: \_\_\_\_\_  
Print Name: Evan Summers, Village Manager

Per: \_\_\_\_\_  
Print Name: Corey Williamsen, Deputy Village Clerk

### **PLEASE FILL OUT SCHEDULE A**

## **SCHEDULE A**

**Venue Name and Address:**

**Village of Bensenville**

**Edge Ice Arenas**

**735 E. Jefferson Street**

**545 John Street**

**Bensenville, IL 60106**

**Identification & Name of Each Ice Sheet:**

**Edge on John Street**

**Edge on Jefferson Street West**

**Edge on Jefferson Street East**

**Contact person - Venue GM or person responsible for decisions at rink**

**name: Todd Finner**

**work number: 630-594-1142**

**cell phone:**

**email address:**

**tfinner@bensenville.il.us**

**Secondary contact or On site Manager**

**Name: Jeff Jones**

**work number: (630) 594 - 1137**

**cell phone:**

**email address:**

**jjones@bensenville.il.us**

**Venue Marketing Contact:**

**Name: Todd Finner**

**work number:**

**cell phone:**

**email address:**

**Venue Technical Contact:**

**Name: Todd Finner**

**work number:**

**cell phone:**

**email address:**

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

**A RESOLUTION APPROVING A VENUE AGREEMENT WITH LIVEBARN, INC.**

**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 The Edge Ice Arenas (collectively the “ARENA”), and

**WHEREAS**, the VILLAGE has determined that it is necessary and desirable to enter into an agreement to provide Automated Online Broadcast Services at the ARENA for the purposes of delivering live and/or on-demand video and audio streaming to internet connected devices such as smartphones, computers or tablets: and

**WHEREAS**, an organization known as LiveBarn, Inc., a Canadian corporation with offices in Rochester, NY and Montreal, Quebec, provides such a service for ice arenas and has expressed a desire to enter into a Venue Agreement pursuant to the terms and conditions as expressed in the agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

**WHEREAS**, the President and the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with LiveBarn, Inc.

**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 Venue 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 26<sup>th</sup> day of September, 2017.

APPROVED:

\_\_\_\_\_  
Frank DeSimone, Village President

ATTEST:

\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

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

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