

## Village Board

### Village President

Frank DeSimone

### Trustees

Rosa Carmona

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 6:00 PM July 17, 2018

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
  1. *June 19, 2018 Committee of the Whole Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
  - A. Administration
    1. *Consideration of a Resolution Approving a Risk Management and Insurance Service Agreement with Mesirow Insurance Services, Inc.*
    2. *Consideration of a Resolution Authorizing a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of \$10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA)*
  - B. Community and Economic Development
    1. *Consideration of a Resolution Approving a Façade Improvement Program Grant in the Not-to- Exceed Amount of \$2,750 for Joey C's Deli at 18 S. Addison Street, Bensenville*
    2. *Consideration of an Ordinance Approving Ammedment to Final Planned Unit Development to install signage for MTR LLC at 900-930 County Line Road, Bensenville*
    3. *Consideration of an Ordinance Denying Preliminary & Final Plat of Subdivision for Ismail Tchatalbashev at 121 E. Pine Avenue, Bensenville*
  - C. Finance – No Report

D. Police Department – No Report

E. Public Works

*1. Consideration of a Resolution Authorizing the Execution of a Contract with Spear Landscaping, Inc. for the Senior / Disabled Grass Cutting Program*

F. Recreation – No Report

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:**July 17, 2018**DESCRIPTION:**June 19, 2018 Committee of the Whole Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT\_180619\_COW

**Upload Date**

7/9/2018

**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**  
**June 19, 2018**

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

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

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

Absent: None

A quorum was present.

Staff Present: E. Summers, J. Caracci, T. Finner, S. Guest, F. Kosman, A. Thakkar, S. Viger, C. Williamsen

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

**Approval of  
Minutes:**

The April 17, 2018 Committee of the Whole 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.

*Trustee Lomax entered the meeting at 6:32 p.m.*

**Motion:** *Trustee Panicola made a motion to move the Finance and Recreation Departments Agenda items to this portion of the meeting. Trustee Carmona seconded the motion.*

*All were in favor. Motion carried.*



**CAFR:** Village Manager, Evan Summers, presented a Resolution Receiving and Placing on File the Village of Bensenville Comprehensive Annual Financial Report (CAFR) and Management Letter for Fiscal Year End December 31, 2017.

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.

**Robert Morris:** Village Manager, Evan Summers, presented a Resolution Approving a Facility Usage License Agreement with Robert Morris University.

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 Jaworska seconded the motion.

All were in favor. Motion Carried.

**Prevailing Wages:** Village Manager, Evan Summers, presented an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works Projects in the Village of Bensenville.

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.

**DMMC Payment:** Village Manager, Evan Summers, presented a Resolution Authorizing the Payment of the DMMC Annual Membership Dues for 2018/2019 for the Village of Bensenville.

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.

All were in favor. Motion Carried.

**Alfred G. Ronan:** Village Manager, Evan Summers, presented a Resolution Approving a Lobbying Services Agreement with Alfred G. Ronan Ltd. and the Village of Bensenville.

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 Perez seconded the motion.

All were in favor. Motion carried.

**865 S. Church Rd.:** Village Manager, Evan Summers, presented an Ordinance Approving Conditional Use Permit (Electronic Message Center sign) and Variance (EMC sign percentage) for Zion Evangelical Lutheran Church, located at 865 South Church Road.

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 Jaworska seconded the motion.

All were in favor. Motion Carried.

**101 W. Irving  
Park Rd.:**

Village Manager, Evan Summers, presented an Ordinance Approving Conditional Use Permit (Electronic Message Board Sign) and Variances (Monument Sign Height and Number permitted and Wall Sign number permitted) for Amoco, Inc. at 101 W. Irving Park Road.

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 Panicola seconded the motion.

All were in favor. Motion Carried.

**202 S. Mason St.:** Village Manager, Evan Summers, presented an Ordinance Approving Variance (Fence in corner side yard) for Celia Fernandez, located at 202 South Mason Street.

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.

**720 E. Green St.:** Village Manager, Evan Summers, presented an Ordinance Approving an Amendment to Preliminary Planned Unit Development and Final Planned Unit Development for Valinvest Holding, LLC, located at 720 East Green Street.

President DeSimone asked the owners of Valinvest Holding, LLC to keep the town in their best interest and be good neighbors to Residents and the Community.

Mr. Summers asked the Committee to add the following condition to the ordinance:

*“(Section Five iii) “A development schedule should be submitted to staff for approval within 30 days of Village Board Approval”*

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.

Motion: Trustee Lomax made a motion to amend the original motion to add the following condition to the ordinance: *(Section Five iii) "A development schedule should be submitted to staff for approval within 30 days of Village Board Approval* and to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Franz seconded the motion. Trustee Franz seconded the motion.

All were in favor. Motion Carried.

**770-830 John St.:** Village Manager, Evan Summers, presented a motion to Extension of the Single Family Residential Planned Unit Development #25 - 2017 located at 770 - 830 South John Street.

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 Lomax seconded the motion.

All were opposed. Motion failed.

**NEDFYS:** Village Manager, Evan Summers, presented a Resolution to Pay the Annual Northeast DuPage Family and Youth Services (NEDFYS) Contribution of \$20,000.

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 Perez seconded the motion.

All were in favor. Motion Carried.

**Entry Dr.**

**No Parking:**

Village Manager, Evan Summers, presented an Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13, No Parking Zones, Subsection F, No Parking Anytime to Prohibit Parking on the East Side of Entry Drive from James Street to Williams Street.

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 Perez seconded the motion.

All were in favor. Motion Carried.

**Donation of Bikes:** Village Manager, Evan Summers, presented a Resolution Authorizing the Donation of Unclaimed Personal Property (Bicycles) Currently in the Custody of the Bensenville Police Department.

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 Carmona seconded the motion.

All were in favor. Motion Carried.

**RW Duntelman**

**Change Order 2:**

Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of Change Order No. 2 (FINAL) with R.W. Duntelman Company for a Decrease of \$3,570.51 for the Downtown Streetscape Project – North Half for a Revised Contract Cost of \$2,119,295.49.

There were no questions from the Committee.

**Motion:**

Trustee Carmona 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.

**Utility Dynamics**

**Change Order:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of Change Order No. 1 (FINAL) with Utility Dynamics, Inc for a Decrease of \$4,248.90 for the 2017 CDBG Annual Residential Streetlight Project for a Revised Contract Cost of \$183,992.10.

There were no questions from the Committee.

**Motion:** Trustee Carmona 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.

**Elgin O'Hare**

**I-15-4644 (E02-2R):** Village Manager, Evan Summers, presented a Resolution Authorizing the Final Village Participation Costs for the Construction of Elgin O'Hare Western Access Contract I-15-4644 (E02-2R) in the Not-to-Exceed Amount of \$344,764.90.

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.

**James J. Benes:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for the 2018 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$31,369.00.

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.

**Metra Cross**

**Improvements:** Village Manager, Evan Summers, presented a Resolution Entering Into a Crossing Improvement Agreement with Metra as it Relates to the Church Road TAP-TCM 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.

**IDOT Local Agency**

**TAP-TCM:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Local Agency Agreement with the Illinois Department of Transportation (IDOT) for Grant Funding Associated with the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project.

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 Carmona seconded the motion.

All were in favor. Motion Carried.

**Church Rd. Donation**

**TAP-TCM:** Village Manager, Evan Summers, presented a Resolution Approving a Donation of the Necessary Right of Way, Permanent, and Temporary Easements for the Benefit of the Church Road TAP-TCM Project.

There were no questions from the Committee.

Motion: Trustee Franz 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.

**Church Rd. Match**

**Funds TAP-TCM:** Village Manager, Evan Summers, presented a Resolution Authorizing Appropriating the Required Local Match Funds in the Amount of \$562,840 for the Church Road Transportation Alternative Program (TAP) - Traffic Control Measure (TCM) Project.

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.

**Bollinger; Lach Agreement**

**TAP-TCM:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of an Engineering Services Agreement with Bollinger, Lach & Associates for the Church Rd TAP-TCM Project (Grove to IL-19) in the Not-to-Exceed Amount of \$114,852.57.

There were no questions from the Committee.

Motion: Trustee Franz 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.

**Henderson  
Products:**

Village Manager, Evan Summers, presented a Resolution Authorizing the Purchase of an Anti-Ice Apparatus from Henderson Products, Inc. as Part of the Tollway's Chloride Reduction Grant in the Not-to-Exceed Amount of \$19,982.88.



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.

**Detroit Salt:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Contract with The Detroit Salt Company, LLC for the Purchase of 500 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$33,575.

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 Lomax seconded the motion.

All were in favor. Motion Carried.

**Panoramic Landscaping:** Village Manager, Evan Summers, presented a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the Senior / Disabled Grass Cutting Program.

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.

**Design Engineering Amendment:** Village Manager, Evan Summers, presented a Resolution Authorizing a Supplement in the Amount of \$98,803.00 for the Design Engineering Services with Robinson Engineering Ltd. (REL) for the Downtown Streetscape Project – South Half for a Revised Contract Amount of \$244,275.00.

There were no questions from the Committee.

**Motion:** Trustee Carmona 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.

**Dayton Street  
Partners:**

Village Manager, Evan Summers, presented a Resolution Authorizing Entering into a Cost Participation Agreement in the Not-to-Exceed Amount of \$50,000 with Dayton Street Partners, LLC of Chicago, IL to Extend the Public Watermain Through a Private Property as Part of the Upcoming Private Development at 1055 Sesame St, Bensenville, IL.

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.

**Local Limits:** Director of Public Works, Joe Caracci, presented to the Committee the Submittal of "Draft" Local Limits to USEPA.

There were no questions from the Committee.

*Consensus form the Committee directed staff to submit the Local Limits Technical Report to the USEPA Region V for its review and approval.*

**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 Carmona made a motion to adjourn the meeting.  
Trustee Perez seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:42 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, July 2018

**TYPE:**Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Risk Management**DATE:**July 17, 2018**DESCRIPTION:**

Consideration of a Resolution Approving a Risk Management and Insurance Service Agreement with Mesirow Insurance Services, Inc.

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

Committee of the Whole

**DATE:**

July 17, 2018

**BACKGROUND:**

Our current liability insurance policy with Travelers Insurance expires on November 30, 2018. Our current general liability insurance brokerage services agreement is currently with Arthur J. Gallagher & Co. While the Village has received good service from Gallagher, at this time, it is appropriate for the Village to survey the marketplace through a Request for Quote (RFQ) to review broker services.

**KEY ISSUES:**

Staff solicited RFQ's from three firms: Gallagher (our current broker), Owens Group (our previous broker) and Mesirow Financial. The Village received responses from both Gallagher and Mesirow. The Owens group did not reply to the RFQ. The brokerage fees under the agreement was quoted at \$39,000 from Gallagher and \$35,000 by Mesirow Financial.

Staff has done the due diligence and is recommending approval of the Resolution approving Alliant/Mesirow as the broker of the record for the Village of Bensenville.

Upon the passage of the Resolution, the Village we will give Mesirow the authority and needed time to secure the insurance quotes for the upcoming insurance renewal (Nov-2018).

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff is recommending the approval of the Resolution approving the agreement with Alliant/Mesirow Financials (Mesirow Insurance Service, Inc.) as the broker of record for the Village of Bensenville.

**BUDGET IMPACT:**

\$35,000 (each year) brokerage fees will be paid from the risk management budget.

**ACTION REQUIRED:**

Approval of the Resolution approving the agreement with Alliant/Mesirow Financials (Mesirow Insurance Service, Inc.) as the broker of record for the Village of Bensenville.

**ATTACHMENTS:**DescriptionUpload DateType

|               |           |                   |
|---------------|-----------|-------------------|
| Gallagher RFQ | 7/10/2018 | Backup Material   |
| Mesirow RFQ   | 7/12/2018 | Cover Memo        |
| Agreement     | 7/11/2018 | Backup Material   |
| Resolution    | 7/11/2018 | Resolution Letter |

***Village of Bensenville***  
***BROKER QUALIFICATION QUESTIONNAIRE***

Brokerage firm name: [Arthur J. Gallagher](#)

Address of proposed servicing office:

[2850 Golf Road](#)  
[Rolling Meadows, IL](#)  
[60008](#)

Phone # [630-285-3651](#) Fax #: [630-285-4062](#)

Annual premium volume from Illinois municipal clients: [\\$50M +](#)

**Service Team:** (attach resume for each individual listed)

Account Executive: [Ethan Salsinger](#)

Assistant: [Don Smolinski](#)

EMAIL Addresses: [Ethan\\_Salsinger@ajg.com](mailto:Ethan_Salsinger@ajg.com), [Don\\_Smolinski@ajg.com](mailto:Don_Smolinski@ajg.com)

Department head: [Eric Pan](#)

Who will market the account to the insurance companies: [Don and Ethan](#)

Other Service Team Members and Responsibilities

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**Account Executive Qualification**

Number of Illinois municipalities currently handled: 62  
Years working with Illinois municipalities: 7  
Years in insurance industry 8  
Years in insurance brokerage/agency 8  
Years with brokerage/agency firm 8  
Professional designations (list)

### Assistant Qualification

Years in insurance industry  
Years in insurance brokerage  
Professional designations (list) CRM

**Account Executive References** - Please list Illinois municipalities that you place coverage for, and indicate the insurance company that provides coverage.

1. Account name: Village of Buffalo Grove  
Contact name: Scott Anderson  
Phone number: 847-459-2509  
Number of years as their broker/agent: 4  
Insurance company currently providing coverage: BRIT Insurance
2. Account name: City of Geneva  
Contact name: Stephanie Dawkins  
Phone number: 630-232-7494  
Number of years as their broker: 8  
Insurance company currently providing coverage: Trident
3. Account name: Village of Elk Grove  
Contact name: Christine Tromp  
Phone number: 847-357-4051  
Number of years as their broker: 17  
Insurance company currently providing coverage: BRIT, Chubb

Does your firm offer any loss control services? Yes

Does your firm offer any claims processing and negotiating assistance? Yes

Describe a problem presented to you by one of your municipal clients and what you did to solve it:

As we began to market the account it was determined that the program structure was put together adequately. Our attention was then shifted towards the pricing of the program. While analyzing the Village's individual policies we noted that the Auto Physical Damage was being written for a \$1,000,000 limit through the Package Liability carrier. The Property carrier was not offering Auto Physical Damage. While working with the underwriter for the Package Liability carrier we discovered that the Village was being charged \$38,000 for the Auto Physical Damage, which seemed inflated so we met with another Property carrier who we knew could add Auto Physical Damage to its policy. We suggested that the Village switch Property carriers. The new carrier was able to match the premium of the expiring carrier but was also able to add the Auto Physical Damage for full limits for \$8,000. The end result was a \$30,000 savings for the Village.

What qualities does your firm possess that you feel makes your firm qualified to place coverage for the City?

The question of "Why do business with Gallagher?" is easily addressed by Gallagher's focus on understanding and providing the best available tools for all Public Sectors clients. Some highlights are noted below:

- Because we focus on public entity clients, we have widespread available expertise nationwide with over 325 people in 42 branch offices.
- We have adopted a policy of "transparency" when it comes to commissions and fees that cannot be matched by our peers. We are innovators and are constantly looking for ways to improve coverage terms and introduce any applicable risk management strategies.
- Our focus is on the client and we strive to meet and exceed your expectations as laid out in our client service plan which is developed in conjunction with the Village. Our goal is to bring the best team members possible to service your account, based on your needs.
- We focus on long-term relationships and the commitment that it requires.
- We are experienced risk managers. Insurance is a commodity that is readily available from many sources, but true risk management is a discipline that we believe is essential to the success of a complicated structure like the Village's program.

Specializing in the public entity sector has allowed our staff, the staff assigned to your account, to concentrate on the exposures and risks of these sectors. We are committed to and have established relationships with the various markets that also specialize in providing insurance coverage to this sector. We understand the coverage and forms not only needed by this sector but being offered by the various insurance companies. We have extensive experience in marketing large, complex accounts. Our clients have selected Gallagher as their broker not only for our national resources, our specialized expertise in the public entity sector, and our relationships with insurance providers experienced in this market segment, but also for our personal approach to consistent, quality client service.

Comments \_\_\_\_\_  
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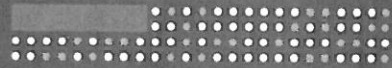
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Comments/additional information:

**Form completed by:** [Ethan Salsinger](#)

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

**Date:** \_\_\_\_\_



# Village of Bensenville

## Broker Qualification Questionnaire

June 1, 2018

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Presented by:

**Daniel Mackey**  
Senior Vice President

**Dana Townsend**  
Account Manager-Lead

**Dane Mall**  
Lead Public Entity Risk Management  
Consultant - Alliant Americas

**Alliant / Mesrow**  
INSURANCE SERVICES

**Village of Bensenville**  
**BROKER QUALIFICATION QUESTIONNAIRE**

Brokerage firm name:

Mesirow Insurance Services, Inc.

Address of proposed servicing office:

353 N. Clark Street, Chicago, IL 60654

Phone # 312.595.6000 Fax #: 312.595.4246

Annual premium volume from Illinois municipal  
clients: \$70+ million

**Service Team:** (attach resume for each individual listed)

Account Executive: Dan Mackey

Assistant: Dana Townsend

daniel.mackey@alliant.com

EMAIL Addresses: dana.townsend@alliant.com

Department head: Michael Mackey

Who will market the account to the insurance  
companies: Dan Mackey

**Other Service Team Members and Responsibilities**

Dane Mall - Loss Control Services

Jacqui Norstrom - Surety Bonds

Larry Rosen - Claims Management Services

Noelle Kaushik-Snow - Property Claims

Michael Mackey - Executive Coordinator

Jackie Noster, J.D. - Professional Claims

Leah Cozad - Backup Account Executive

Ryan Schnoor - Account Manager

Bryan Chhay- Backup Account Manager

### Account Executive Qualification

|  |            |
|--|------------|
| Number of Illinois municipalities currently handled: | <u>8</u>   |
| Years working with Illinois municipalities:          | <u>12+</u> |
| Years in insurance industry                          | <u>16+</u> |
| Years in insurance brokerage/agency                  | <u>16+</u> |
| Years with brokerage/agency firm                     | <u>12</u>  |
| Professional designations (list)                     | <u>N/A</u> |

### Assistant Qualification

|                                  |            |
|----------------------------------|------------|
| Years in insurance industry      | <u>15</u>  |
| Years in insurance brokerage     | <u>15</u>  |
| Professional designations (list) | <u>N/A</u> |

**Account Executive References** - Please list Illinois municipalities that you place coverage for, and indicate the insurance company that provides coverage.

1. Account name: Village of Lyons  
  
Contact name: Thomas Sheahan - Village Manager  
  
Phone number: 708.442.4500  
  
Number of years as their broker/agent: 7  
  
Insurance company currently providing coverage: Illinois Counties Risk Management Trust (ICRMT)
2. Account name: Cook County  
  
Contact name: Tim Walsh - Risk Manager  
  
Phone number: 312.603.6852  
  
Number of years as their broker: 8  
  
Insurance company currently providing coverage: Various - led by Ironshore

3. Account name: Village of Hoffman Estates

Contact name: Ken Koop - Risk Manager

Phone number: 847.781.2695

Number of years as their broker: 11

Insurance company currently providing coverage: Alteris, Safety National, Affiliated FM and various others

Does your firm offer any loss control services? Yes ☒ No ☐  
Please see **pages 9-11** for additional information.

Does your firm offer any claims processing and negotiating assistance?  
Yes ☒ No ☐  
Please see **pages 12-13** for additional information.

Describe a problem presented to you by one of your municipal clients and what you did to solve it: **We helped client reduce overall insurance costs through reduction of their loss experience**

**Challenge**

This municipality had been insured through the same guaranteed cost program for many years and loss experience was getting worse, leading to higher premiums. The challenge was to help this client reduce their total cost of risk.

**Action**

We designed an insurance program through which the client could directly lower their insurance costs through the reduction of their losses. Further, our loss control professionals worked together with the client and the carrier's loss control professionals to focus on the largest causes of claims, and then implement specific practices including quarterly claims reviews, and strengthen existing safety programs, in order to target prevention and reduction of claims costs.

**Result**

The client's loss experience was reduced by more than 50% in the first year of the program, and continued thereafter, which directly reduced their total insurance costs for three years in a row. This positive loss experience in the last three years leads to more competitive premium year after year, providing the client with a much lower overall insurance cost structure.

**What qualities does your firm possess that you feel makes your firm qualified to place coverage for the City?**

**Team Experience and Structure**

As a full service insurance broker, we have the resources, capabilities and experience to meet the Village's many requirements. We have professionals in every area including, risk management services, consulting, marketing, loss control, claims management and financial risk management who provide a full range of services to our public sector clients.

Your account team is led by Dan Mackey, senior vice president.

## Significant Experience with Public Entities

Our organization has been built on industry specialization - Alliant's Public Entity Division is our largest specialty group. We proudly provide brokerage services to over 10,000 public entity clients, including dozens of pools and more than 1,000 city and county clients. In Illinois, our team handles more than 400 municipal entities, including those listed below. Through this experience we have developed significant knowledge regarding the challenges clients face, and we can offer the best solutions when purchasing insurance.

Alliant/Mesirow understands the unique niche exposures associated with parks and recreation services, programs and facilities. Alliant/Mesirow's loss control staff are experts in risk management best practices associated with aquatic facilities and operations, ice rinks, playgrounds, skate parks, climbing walls, athletic fields, volunteer management, parks maintenance, recreation programming and special events planning. Our staff can help you navigate the nuances of the park and recreation defenses within the Illinois Tort Immunity Act and maintain compliance with the Illinois Swimming Facility Code.

### Public Sector Clients Include:

|                           |   |                            |
|---------------------------|---|----------------------------|
| Village of Schiller Park  | Village of Oak Park                     | City of Glendale Heights   |
| Village of Northlake      | Village of Stone Park                   | Village of Hoffman Estates |
| Village of Norridge       | Village of Lyons                        | Village of Woodale         |
| Village of Elmwood Park   | Village of Niles                        | City of Elgin              |
| Chicago Park District     | DuPage County                           | PACE                       |
| Chicago Public Schools    | DuPage Forest Preserve                  | Public Building Commission |
| Chicago Transit Authority | Illinois State Toll Highway Authority   | State of Illinois          |
| City of Chicago           | Lake County                             | Will County                |
| Cook County               | Metropolitan Water Reclamation District | Allen County IN            |

See **pages 6-16** for additional information.

**Form completed by:** Dan Mackey

**Signature:** 

**Date:** 05/31/2018

### PROPRIETARY AND COMPETITION SENSITIVE

Please note that this page contains confidential information that should not be disclosed outside of the Village of Bensenville nor duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate our firm's qualifications to service your insurance program.



## PUBLIC ENTITY EXPERTISE

With targeted expertise, rock-solid market relationships, and a team of dedicated public entity specialists, we are proud to use this unsurpassed strength to protect our clients.



**290+**   
**DEDICATED**  
PROFESSIONALS

**40+**  
**YEARS**  
OF EXPERIENCE

  
**CUSTOMIZED**  
PROGRAMS

**\$500**  
**BILLION**  
IN INSURED VALUES

## PUBLIC ENTITY EXPERTISE: MIDWEST

Focusing on the specific needs of our Midwest clients, we provide property/casualty insurance brokerage and risk management solutions through our in-house professionals.

**LARGEST**  
PUBLIC ENTITY  
PRACTICE IN ILLINOIS



Loss control/safety  
Claims management  
Financial risk management

**25 +**   
**DEDICATED**  
PROFESSIONALS

**40 +**  
**YEARS**  
OF EXPERIENCE



**400 +**  
**CLIENTS**

**\$50**  
**BILLION**  
IN INSURED VALUES

## AN INNOVATIVE, AND HIGHLY FLEXIBLE, MARKETING APPROACH

We coordinate our insurance marketing efforts to deliver our clients the best insurance products available. Through the judicious development of creative programs, unwavering support to public entities, and the sensible use of our market clout, we more often than not, deliver 'below market' cost solutions to our clients, while also providing support services such as claims advocacy, loss control, and other services.

## INTEGRITY AND PROFESSIONALISM

We hold ourself to the highest standards of integrity and professionalism. We understand that public agencies have long memories, and we know that our reputation is our most valuable corporate and personal asset.

## OUR VALUE PROPOSITION

We drive savings directly to our clients, while also delivering insurance programs containing coverage enhancements. One of the most important differentiators that separate us from competition is that we do not have one cookie cutter approach to client service; we regard each client relationship as unique; and we approach our relationship without any preconceived notions as to how best to serve clients' needs.

## ADVANTAGES

We believe our team is well equipped to service the Village due to the following:

- We are the largest broker of taxing bodies in the State of Illinois. This provides us market leverage and enables us to create the most comprehensive coverage programs at the most competitive pricing for our clients.

VILLAGE OF BENSENVILLE

- We place more than \$50 billion in Illinois public sector property values annually.
- We are active participants in many public sector industry groups including, PRIMA (Public Risk Management Association), AGRIP (The Association of Governmental Risk Pools), RIMS (Risk and Insurance Management Society), and Illinois Public Transportation Association.
- We sponsor educational seminars for emerging risk management issues and strategies for public entities.
- Selection of a team of more than 25 highly experience professionals (including employee owners) with extensive public sector experience.
- Dan Mackey is a member of Travelers' Public Entity Advisory Council.
- Our public sector team has an annual client retention rate of over 98%.
- Our professionals in the public official's bond unit have more than 32 years of experience working with public entities.
- We have a team of professionals that specialize in placing fiduciary coverage for public pension funds.
- Our claims unit has an attorney on staff who specializes in employment practice claims and public official's claims.
- Extensive expertise in Illinois municipal laws and TORT immunities.
- Alliant/Mesirow has a financial risk management professional who provides loss forecasting to assist in determining the optimal retention level for various lines of coverage.
- We have no ownership stock in carriers, third party administrators, reinsurers, etc.; guaranteeing we are serving our clients' best interests rather than the interests/profits of parent/affiliates
- With the 2016 merger with Alliant Insurance Services, Inc. we now have access to proprietary products and programs.

## EXCLUSIVE PROGRAMS

Alliant has developed an array of exclusive insurance programs which meet the needs of public entities. These programs are in addition to what is available in the standard insurance marketplace. Our competitors do not have access to our programs, and these programs have proven to be one of Alliant's greatest differentiators. The success of our programs is achieved by utilizing the proven strategy of group purchase. Alliant is able to leverage the combined size of the participating group to provide extreme advantages to our clients with terms below market pricing, extremely high limits of coverage, and broad manuscript coverage forms. Alliant will utilize these programs as part of the marketing process.

However, our proprietary programs will not limit or deter our marketing of the Village's insurance program to all potential carriers. First and foremost, as your broker we will always achieve your goals and objectives. Whether or not the Village decides to participate in one of our exclusive programs, the mere consideration of its availability will drive down your price and enhance coverage terms. To expand on these programs further; we have provided descriptions of some of Alliant proprietary programs that we may consider using:

### Alliant Property Insurance Program (APIP)

Alliant is the creator of the proprietary property program: Alliant Property Insurance Program (APIP). This property program started over 20 years ago as a concept to market individual property insurance placements for several public entities simultaneously to the insurance markets. Today, APIP has grown into the single largest property placement of any kind in the world, with over \$450 billion in Total Insurable Values (TIV) representing over 9,000 public entities in 44 states. APIP is not a pool but rather a group purchase.

The policy form seamlessly integrates standard All Risk Property coverages, Boiler & Machinery and a wide array of coverage enhancements like no exclusions for vacant buildings, Flood (DIC), Course of Construction, Builder's Risk, Terrorism and over the road, Auto Physical Damage just to name a few.



The APIP form is considered one of the broadest policy forms in the industry; and it includes optional coverage for Cyber Liability (1st and 3rd party coverage). First and third coverage for this exposure is not normally offered through other property policies. Each year the program grows in size and this continued growth allows improved pricing and superior coverages for our clients.

To further illustrate the broadness of the form, below is a list of program highlights:

- \$1 billion All Risk Limit per occurrence
- Coverage not limited to schedule
- No coinsurance clause
- Earthquake and flood coverage available
- Automatic acquisition for newly acquired locations up to \$100 million in value (\$25 million for no additional premium)
- \$100 million limit for boiler & machinery
- Includes coverage for vehicles and mobile equipment on a replacement cost basis
- Optional coverage for sabotage and terrorism
- Optional coverage for cyber liability (1st and 3rd party)

## Other Programs

In addition to our larger proprietary programs (APIP), we have taken the same group purchase approach with smaller programs to help drive down the overall cost of risks for our clients while improving coverage. These programs include:

- ACIP – Alliant Crime Insurance Program
- FLIP – Fiduciary Liability Insurance Program
- CLIP – Catastrophic Liability Insurance Program
- SPIP – Special Authority Property Insurance Program
- Special Events Liability Program
- Vendors/Contractors Program and Vendors Professional Liability Program

## LOSS CONTROL, SAFETY AND CLAIMS

Managing exposures to loss, through either loss prevention or loss control, is vital to effective risk management. We provide property and casualty loss control management services to help develop and implement effective programs to manage overall risk. Our **lead public sector loss control specialist, Dane Mall**, will assist the Village develop and implement a loss control/safety that is federal and state compliant, and achieves your objectives. Critical to achieving these corporate objectives is implementing effective, pro-active programs in loss control for both property and casualty exposures. We anticipate our primary service to be assistance in the following areas:

- Conducting gap analysis and audits of overall safety program implementation to help identify current best-practices as well opportunities for safety improvement.
- Review loss runs to identify problem areas and make recommendations for enhancement to current safety/risk control program (i.e. lifting, repetitive motion, third-party fall protection).
- Maintenance of effective work safety programs for your employees by addressing core safety programs, OSHA compliance, effective return-to-work programs and training sessions that address prevention of common loss types.
- Assist with sample "Tool Box" talk topics.
- Coordination of carrier's loss control service that will provide maximum benefit to the Village.
- Safety resource to the Village for other projects that arise based on actual loss experience or potential loss based on unique conference or convention requirements.

- Evaluation, training and continuous improvement in the maintenance/testing of fire protection systems to control fire and related occurrences as well as minimization of business interruption.
- Insurance marketing resource by coordinating carrier site-inspections, assuring adequate and accurate COPE (Construction Occupancy Protection Exposure) information, insurance-to-value, and loss prevention program overviews are readily available for carrier's loss control and underwriting evaluations at renewal.

Our strengths are in safety and prevention of workers' compensation, third-party general liability and property losses. Since the leading professional liability insurance carriers offer extensive risk control services, and rather than duplicating their expertise, we will complement these services, ensuring that the Village has full access to on-site seminars, webinars and contract review services. The following are some of the loss control, risk management services we perform.

### **Risk Management - Safety/Loss Control Service Deliverables**

- Manage loss prevention services proposed by insurers and/or consultants
- Monitor carrier recommendations and coordinate technical loss prevention services; maintain database of all recommendations and monitor implementation
- Perform safety diagnostic, including interviews, review of loss data, procedure review and tours of facilities
- Facilitate program development, training and implementation in areas such as emergency response, life safety, etc.

### **Loss Control Management Activities**

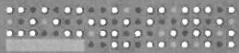
- Site visits
- Pre-planning/exposure identification
- Safety program(s) review
- Participation in loss control/safety meetings
- Training and seminars

### **Casualty-Related Loss Control Management**

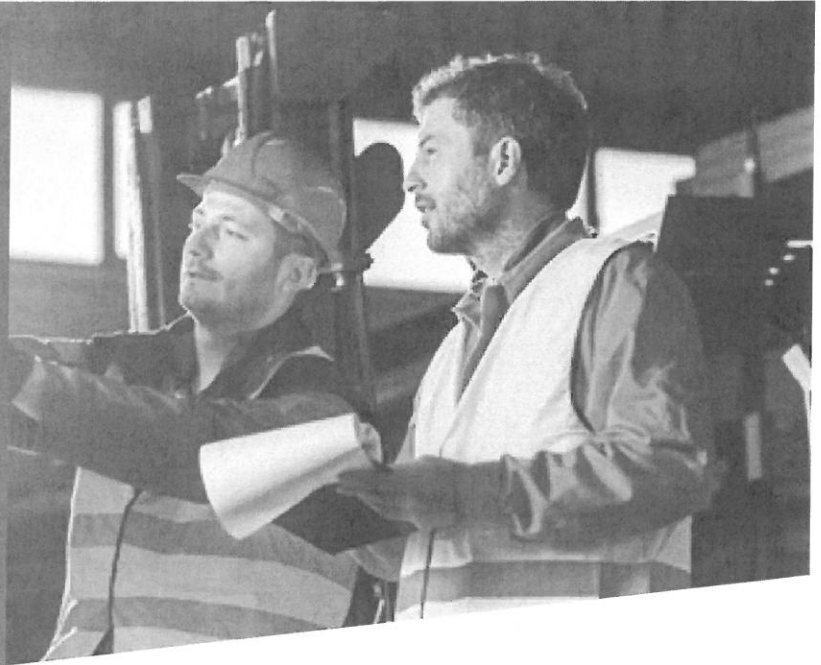
- Safety accountability program
- Fleet safety program
- OSHA inspection program
- Safety management diagnostic
- Safety program audit
- Life safety audit
- General liability audit
- Hearing conservation analysis
- Benchmarking program
- Executive loss cause analysis
- Occupational disease exposure identification
- Emergency preparedness planning
- Customized OSHA compliance manuals
- Mock OSHA audits
- Program development
- Pre-planning/exposure identification - fall hazards
- Safety program(s) review
- Participation in loss control/safety meetings
- Training and seminars - proper lifting techniques
- Special events risk management practices

### **Classes and Seminars Include:**

- Job Safety Analysis
- Accident Reporting and Investigation
- Confined Space Entry
- Contract Administration
- Risk Management for the Design Professional
- Green Design and Construction
- Design-Build Risk Management for Design Professionals
- Managing Owner Expectations of Design Professional Perfection
- Risks in New AIA Contracts and Consensus DOCS
- Indemnification Clauses that Create Unreasonable/Uninsurable Risk



**The Alliant Risk Management Center (RMC) is the one-stop platform for risk management, employee safety, and compliance.**



**This unique, web-based suite of safety and risk management tools is designed to make your organization's risk prevention efforts more impactful, more cost effective, and easier to manage.**

The Risk Management Center allows you to reduce risk and enable employee safety by creating effective risk mitigation programs.

The RMC also provides a risk reduction and safety center for all departments and locations across your organization.

This unique, web-based suite of safety and risk management tools is designed to make your organization's risk prevention efforts more impactful, more cost effective, and easier to manage.

## **THE ALLIANT ADVANTAGE**

**RMC delivers efficient, cost-effective, and time-saving solutions**

The Risk Management Center is the right fit for any organization that wants to proactively manage their exposures and develop effective workplace safety programs to reduce claims, losses, and associated costs—while improving profitability.

**The Risk Management Center enables companies to:**

- Meet OSHA hazard communication requirements
- Access a best-practices safety library
- Train employees efficiently and effectively
- Build a behavior-based safety program
- Manage certificates of insurance to limit liability
- Create job descriptions and modified duty programs
- Upload SDSs for employee access 24/7

**Employees love RMC** because its programs are easy to access and easy to use, from anywhere.

**Risk Managers love RMC** because it reduces loss and improves employee safety, while giving them greater visibility into program performance.

**Executives love RMC** because it streamlines employee safety programs across their organization, making them more cost effective, consistent and scalable.



## RMC TOOLS

### Human Resources Library

Attorney-developed content to help you stay compliant with HR issues, labor laws, and other regulations

### Safety Library

Multitude of bilingual PowerPoint presentations, videos, policies, posters, and training shorts based on industry best practices and regulations

### Certificate of Insurance Tracking

Manage your COIs to control liability and risk

### Incident Tracking/Trending

Trend incidents, print OSHA Logs

### My Content

Build a safety manual, organize policies and training materials, and assign documents for employees to view

### Employee Training Management

Assign OSHA compliant safety trainings for employees to complete individually, with automated scheduling and reporting

### Behavior-Based Safety Programs

Build behavior-based safety programs with job hazard analyses

### Job Description Tracking

Design effective return-to-work programs and even build modified or transitional duty job assignments.

### Safety Data Sheet Management

Be compliant with OSHA hazardous material standards and print GHS compliant secondary container labels

### Safety Observation Tracking

Conduct observations by employee, position, or department to identify areas of compliance, serious and critical safety behaviors

### Audit Tracking

Design your own custom surveys, audits, and checklists. Assign tasks to individuals and track results and compliance.

## CLAIMS MANAGEMENT

We help clients develop and implement an overall risk management plan, from a pre-loss perspective, in compliance with federal and state laws, as well as one that achieves their objectives. This includes oversight of carriers, third-party administrators or claims departments to ensure they fulfill service agreements.

Alliant/Mesirow has relationships with senior management in all of the major insurance carrier claim departments. With such a strong market position in the community, we are among the first to know of any changes or new offerings in the claim adjustment process. Unit manager of our Risk Management practice, Bruce Slayter, first vice president, currently sits on the Claim Advisory Boards of AIG, Travelers, CNA, Zurich and Liberty Mutual.

With respect to claims, our role is to act as:

- Technical and professional resource that enhances your ability to operate an independent, effective claims management program while mitigating claim payments by providing proper management and cost control for all insured losses.
- Single claims coordinator through which claims can be channeled and a direct access point to claims adjusters.
- An advocate ensuring coverage disputes, contract negotiations and reserve disagreements are resolved in your favor.
- Source to provide/identify supplemental services to achieve your claims management objectives.

In addition, our claims consultants use statistics from carriers and TPAs to analyze loss data. With this data, we are able to provide our clients with many useful reports and benchmarking tools such as:

- Average cost of medical/indemnity claim (e.g., by region, department).
- Severity/frequency analysis reports by location and/or policy year.
- Lag time reports.
- Cause of loss analysis.
- Type of claim.
- Multi-year severity claim analysis.

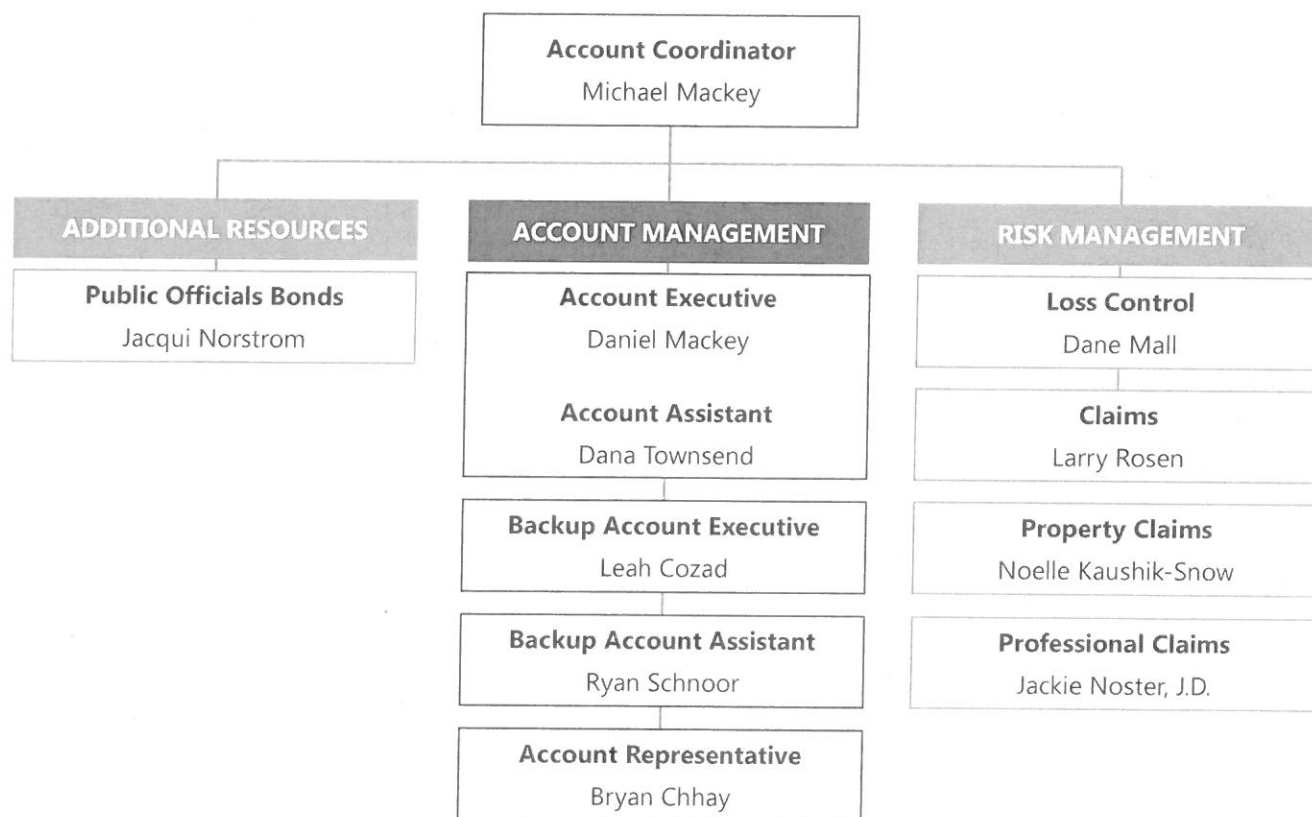
## Specialized Claims Services

Alliant/Mesirow can provide the following specialized claim services:

- **Vendor claim handling instructions** – To ensure vendors understand exactly how the Village wants claims handled, we establish procedural specifications, including benchmarks and timelines. We are also available to help implement and monitor the program.
- **Administrative claim processing** – Timely, accurate claims reporting is a key factor in controlling claim costs. We help set up direct-to-carrier reporting procedures, provide coverage determination and disseminate loss information on an ongoing basis.
- **Coverage advocacy** – When the Village is confronted with a reservation of rights or disclaimer of coverage, our claims specialists can help obtain a favorable outcome.
- **Claim reviews** – Reviews help reveal underlying loss causes, determine reserve adequacy, identify cost reduction/subrogation opportunities and accelerate resolution process.
- **Claim audits** – Claims consultants perform file audits that help determine how effectively a third party administrator or carrier is managing claims. The primary goal is to identify policy and procedural changes that could promote cost savings.
- **Carrier/TPA evaluation, selection and transition** – We compare the breadth and cost of services a client receives from a carrier or third party administrator (TPA) with historical and industry data. If necessary, we conduct extensive searches to select the most qualified TPA or carrier and are available to facilitate the transition.

- **Contract analysis** – By reviewing proposed contracts, particularly indemnification/hold harmless provisions, waivers of subrogation and additional insured provisions, we can prevent the Village from unnecessarily or unknowingly assuming liability.
- **Fraudulent claim investigation** – When fraud is suspected, we recommend investigation and surveillance companies become involved. If fraud is detected, we identify the most cost-effective actions for resolving the situation.
- **24-hour, catastrophic assistance** – Our representatives are available seven days a week, 24 hours a day to assist with catastrophic losses nationwide.

## VILLAGE OF BENSENVILLE SERVICE TEAM





| P/C Account Team                                   | Biography   |
|--|---|
| <b>Michael Mackey</b><br>Executive Vice President  | <p>Michael Mackey is a well-known, highly regarded professional in the insurance industry with extensive experience serving the risk management needs of organizations in the public sector. He is also an expert in the areas of reinsurance and alternative risks for governmental and quasi-governmental entities. Michael is an executive vice president for Alliant/Mesirow Insurance Services. In this capacity, Michael oversees the company's Public Sector Risk Management Practice, which services <b>more than 400 public entity clients, including some of the United States' most prominent states, cities, counties, villages, parks, school districts and public transportation authorities.</b> Prior to joining Alliant/Mesirow, Michael was a managing director for a large regional brokerage based in Chicago. During his tenure with this organization, Michael was actively involved in expanding the firm's position in the public sector risk management marketplace. From 1991 to 1993, he was an account manager at Aon Reinsurance Agency, handling underwriting analysis and placement in the reinsurance assumed market. Michael is the current director of the International Visitors Center of Chicago and the previous director of governmental affairs for the Professional Independent Insurance Agents of Illinois (PIIAI). From 1990 to 1996, he proudly served as a military reservist for the Illinois Army National Guard. Michael holds a property and casualty producer's license issued by the State of Illinois, Department of Insurance. Michael earned a BA in finance from Loyola University Business School in 1991.</p>   |
| <b>Daniel Mackey</b><br>Marketing Resource         | <p>Dan Mackey serves as Senior Vice President of Alliant/Mesirow's Public Sector Insurance Division in Chicago, Illinois. Dan is a highly technical insurance professional who develops and maintains large, complex property and casualty insurance programs for public entities of all types, including: cities, villages, counties, fire districts, park districts, school districts, states, transit districts and water districts. Over his career, Dan has accumulated significant understanding of Illinois Municipal Laws and Tort Immunities.</p> <p>Dan is a member of the Travelers Public Entity Advisory Council (PEAC), an organization specifically for agents and brokers who specialize in assisting public entities with their complex insurance and risk management needs. Travelers exclusively selects PEAC members with a superior public entity expertise and leadership. He is also an active member in several other public sector industry groups, including the Public Risk Management Association.</p> <p>In addition, Dan is one of the leaders in developing and maintaining market relationships with carriers and intergovernmental pools for Alliant/Mesirow. Because of his curated relationships, Dan is able to better educate his clients on emerging issues, trends and best practices within the public entity sphere. He is well rounded in many areas of coverage, including law enforcement liability, public official's liability, employment practices liability, property and workers' compensation.</p> <p>Prior to joining Alliant/Mesirow in 2006, Dan was the Director of Operations for Pirpiris Insurance Agency, where he supervised and managed the day-to-day operations of the agency.</p> |
| <b>Dana Townsend, CRIS</b><br>Account Manager Lead | <p>Dana specializes in evaluating, marketing, developing and servicing property and casualty programs. In addition, she works with risk managers and underwriters to negotiate and secure comprehensive, cost-effective coverage for her clients. Dana began her career in the insurance industry in 2004. Prior to joining Alliant/Mesirow in 2015, she worked as a client representative for Marsh USA where she serviced a book of large construction accounts. Dana holds a Construction Risk Insurance Specialist (CRIS) designation, an Illinois producer license and an Indiana independent all-lines adjuster license. Dana earned a BS from the University of Illinois at Urbana-Champaign.</p>  |

| P/C Account Team   | Biography   |
|--|---|
| <b>Dane Mall, MPA, ARM, AIC, CEAS</b><br>Loss Control/Safety | <p>Dane specializes in developing and implementing customized safety and loss prevention programs for large and small organizations with a diverse range of private and public sector. Prior to joining Alliant/Mesirow in June 2017, Dane was a risk management services manager at the Park District Risk Management Agency where he was responsible for a full service menu of risk management services for an insurance risk pool servicing 156 park and recreation entities within the State of Illinois. Earlier, he served as a risk manager for the Village of Glenview and Lake County Illinois.</p> <p>In addition to more than 20 year's professional risk management experience, Dane is an accomplished public speaker and trainer with a comfort level in speaking to all levels of an organization. Dane has spoken at the Public Risk Management Association, National Association of County Officials and the Illinois Park and Recreation Association. Dans is an active member of the American Society of Safety Engineers and former President of the Illinois Chapter of the Public Risk Management Association. Dane earned a bachelor of arts in history from Eastern Illinois University and a masters in public administration from Roosevelt University. He also holds Associate in Risk Management (ARM), Associate in Claims (AIC) designations from the Insurance Institute of America, a Certified Ergonomic Assessment Specialist (CEAS) designation from the Back School of Atlanta and is an authorized OSHA Outreach Trainer.</p> |
| <b>Leah Cozad</b><br>Account Executive                       | <p>Leah acts as liaison between her team's clients and the various insurance carriers, and provides post sale client services. Leah also executes all marketing projects including renewal evaluations, request for proposal preparation and presentation, and insurance carrier negotiations.</p> <p>Prior to joining Alliant/Mesirow, Leah worked as an account representative at an independent brokerage agency in Park Ridge, Illinois from 2004–2007. The agency specialized in restaurant and hospitality programs. There, she was responsible for renewals, policy servicing/billing, endorsements, policy reviews, and coverage reviews with the agency's customers. Leah began her insurance career in 2000 as a homeowner's underwriter and was promoted in 2002 to a compliance coordinator for State Farm Insurance Companies.</p> <p>Leah earned a BS in family and consumer sciences with a business administration minor from the College of Applied Science and Technology at Illinois State University. She holds a producer's license for the State of Illinois and is currently pursuing the Chartered Property Casualty Underwriter designation.</p>   |
| <b>Ryan Schnoor</b><br>Account Manager Lead                  | <p>Ryan is responsible for coordinating daily tasks for his team, marketing new and renewal business and servicing clients on a day-to-day basis. Ryan began in the insurance industry when he joined Alliant/Mesirow in 2010. He is an alumnus of Gamma Iota Sigma, the national insurance business fraternity and holds an Illinois producer license for all lines. Ryan earned a BS in insurance risk management from the Katie School of Insurance at Illinois State University.</p>  |
| <b>Bryan Chhay</b><br>Account Manager                        | <p>Bryan provides customer service and support for clients. He is responsible for managing accounts on a day-to-day basis; maintaining relationships with multiple insurance carriers; and negotiating new business, renewals, etc. Prior to joining Alliant/Mesirow in 2016, Bryan served as an Agency Underwriter at Hruska Insurancenter where he determined policy terms and coverage; negotiated new business; and handled renewal quotes. Bryan earned a Bachelors in Human Resource Management and a Bachelors in Psychology at Lewis University.</p>  |



**Risk Management**
**Larry Rosen**

Liability Claims

**Biography**

Larry is an expert in developing and implementing client-specific claim management programs. He has extensive experience managing complex, multiple-line claims including first party property, fidelity, professional liability, products liability, and workers compensation. Larry began his insurance career in 1972, and has since worked with clients in various industries, including real estate, manufacturing, hospitality, entertainment, gaming, healthcare and public sector. Prior to joining Alliant/Mesirow, Larry served as a senior vice president and manager of the Claims Management Practice at Near North Insurance Brokerage, Inc. Earlier, he spent 12 years at Aon Risk Services, most recently as a senior vice president and claim director. Larry earned a BS in marketing from Northern Illinois University.

**Noelle Kaushik Snow**

Property Claims

Noelle handles property and casualty claims, completes onsite inspections, acts as an intermediary between clients and adjusters and performs coverage reviews for many of Alliant/Mesirow's largest commercial accounts. She has provided claims consulting services for many industry segments including construction, manufacturing and real estate.

Noelle began her career in the insurance industry in 1990. Prior joining Alliant/Mesirow, Noelle was a claims consultant at Near North Insurance Brokerage, where she specialized in property claims. Earlier, she was an insurance coordinator at Brunswick Companies. Noelle's responsibilities at Brunswick included conducting onsite risk management for the company's largest clientele, monitoring general liability claims, performing claim audits and providing property inspections. Noelle has also worked at Prudential Property & Casualty as a senior property adjuster. Noelle earned a BS in finance from Northern Illinois University and holds an Associate in Claims (AIC) designation.

**Jackie Noster, J.D.**

Professional Claims

Jackie provides claims consulting services to private and public clients, specializing in errors & omissions, directors & officers, professional, and employment practices liability coverages. She began in the insurance industry in 1996. Prior to joining Alliant/Mesirow in 2014, Jackie worked as a senior claims attorney for Monitor Liability Managers where she was responsible for claim investigations, reserving, management of defense counsel, litigation strategy development, negotiations, efficient resolutions and reinsurance reporting. She also worked as a claim specialist for Zurich North America and an in-house counsel for James M. Hoffman and Associates. Jackie earned a BS in political science from the University of Wisconsin-Madison and a JD from Chicago-Kent College of Law at the Illinois Institute of Technology. She is licensed to practice law in Illinois.

**Additional Resources**
**Jacqui Norstrom**

Senior Vice President

**Biography**

Jacqui manages Alliant/Mesirow's surety bond operations. With over 30 years in the industry she has extensive experience working with family-owned privately-held companies to Fortune 1000 companies. She has successfully designed, developed and implemented surety programs that maximize surety credit and are the most cost efficient. Jacqui works closely with clients and surety companies to negotiate program limits and pricing, evaluate coverage issues, perform financial analysis and assess bond processing and information systems.

Additionally she coordinates Internet/online bond services, off-site bond issuance and the delivery of bonds as expected and needed. Jacqui has been instrumental in fostering the department's professional growth, the development of processing/information systems and the overall management of clients that require the most sophisticated risk management treatment.

Prior to joining Alliant/Mesirow in 1997, she spent 15 years in various management and underwriting positions with several national surety companies, including Aetna, Kemper and Continental. Jacqui is a member of the National Association of Surety Bond Producers, the Surety Association of Illinois and other trade organizations. She earned a BA in sociology and statistics from the University of Illinois.



**Services Agreement  
Between  
Mesirow Insurance Services, Inc.  
and  
Village of Bensenville**

This Client Service Agreement (the "**Agreement**") is entered into between Mesirow Insurance Services, Inc., an Alliant-owned company ("**MIS**"), and the Village of Bensenville ("**Client**"). MIS and Client may be individually referred to herein as a "**Party**" or collectively as the "**Parties**."

The Parties agree as follows:

I. **Scope of Services**

MIS is hereby engaged to act as the Client's insurance broker, and shall provide the Client with the services set forth in **Appendix A** (the "**Services**") in accordance with the terms described herein. **Appendix A** may be amended from time to time by written agreement of the Parties.

II. **Compensation**

MIS will be compensated for providing the Services to Client as set forth in **Appendix B**. **Appendix B** may be amended from time to time by written agreement of the Parties. If there is a significant change in the Client's operations or exposures that affects the nature and scope of its insurance program and/or services needs, MIS and Client agree to renegotiate MIS's compensation in good faith as appropriate.

III. **Term and Termination**

a. This Agreement shall become effective on July 17, 2018 (the "**Effective Date**"), and unless earlier terminated as provided for herein shall remain in effect for a term of three (3) years (the "**Contract Term**"). Client may extend this Agreement beyond the Contract Term in its sole discretion.

b. Notwithstanding the Contract Term, this Agreement may be terminated by either Party upon ninety (90) days written notice to the other Party. In the event of a termination of this Agreement by Client

prior to expiration of the Contract Term, MIS's annual compensation will be deemed fully earned in accordance with the following schedule: sixty percent (60%) at commencement of the Contract Term; seventy five percent (75%) after four (4) months; and one hundred percent (100%) after seven (7) months. In the event of a termination by MIS prior to expiration of the Contract Term, MIS's annual compensation will be deemed earned on a pro-rata basis. It is further agreed that MIS's responsibility to provide the Services will cease on the effective date of such termination of this Agreement, except for such continued responsibilities as may be required by law.

IV. **Confidentiality**

MIS agrees to take all reasonable measures to maintain the confidentiality of the information that it receives from Client. MIS will use this information solely to meet the objectives of this Agreement. Conversely, Client recognizes that it may use or be exposed to certain proprietary information and trade secrets of MIS, including but not limited to MIS's proprietary computer products. Client will take all reasonable steps to maintain the confidentiality of MIS' proprietary information and trade secrets and will not disclose them to any third-party.

V. **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

VI. **Entire Agreement**

This Agreement sets forth the complete, final and entire understanding and agreement of the Parties and supersedes any and all prior oral or written agreements between them. This Agreement may be amended, modified or changed only by a writing signed by both Parties.

In witness whereof, by having their authorized representatives sign below, the Parties each agree to be bound by the terms of this Agreement as of the Effective Date.

**Mesirow Insurance Services, Inc.**

By: \_\_\_\_\_  
(signature)

Name: John P. Harney

Title: Managing Director-EVP

Date: \_\_\_\_\_

**Village of Bensenville**

By: \_\_\_\_\_  
(signature)

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

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

Date: \_\_\_\_\_

## **Appendix A**

### **Scope of Services**

I. **Coverages.** MIS will perform the Services set forth below in connection with the following lines of insurance coverage it places for Client during the Contract Term:

- General Liability
- Excess Liability
- Automobile Liability
- Employment Practices Liability
- Crimes/Fidelity
- Public Official's Liability
- Law Enforcement Liability
- Property, Mechanical Breakdown and Business Interruption
- Liquor Liability
- Cyber Liability

II. **Services:** During the Contract Term MIS will provide the following Services in connection with the lines of insurance coverage specified in Section I:

A. **Risk Management.**

1. At least yearly, (i) survey Client's business operations to identify loss exposures; and (ii) recommend the most effective method (including use of insurance) to address such exposures.
2. At least yearly, (i) evaluate Client's risk management and insurance program design; (ii) evaluate the competitiveness of current insurance pricing; and (iii) provide recommendations for improvements in the Client's program structure, limits, scope of coverage, retentions and other key components.
3. Subcontract out the services associated with this contract to third parties only with the prior written consent of the Client.
4. Indemnify Client from any and all losses or reasonable expense which Client incurs as a result of MIS's criminal acts, breach of this agreement or failure to perform with reasonable care as insurance professionals.

B. **Insurance Placement and Marketing Activities.**

1. As authorized by Client, act as Client's broker regarding the procurement of new and renewal insurance coverage proposals, negotiation of coverage terms and premiums, and the placement of coverage.
2. When obtaining competitive insurance proposals, (i) prepare insurance coverage specifications, and with Client's assistance, compile underwriting, rating and claims data necessary to complete appropriate insurance applications; and (ii) place insurance coverage as authorized by Client.
3. Provide Client with insurance binder(s) evidencing the coverage terms at the inception of coverage.
4. Provide Client with detailed premium invoices.

**C. Policy Issuance.**

1. Obtain issued policies, including appropriate endorsements, and provide one copy to each member of Client as promptly as possible.
2. Review all policies and endorsements for compliance with accepted proposal terms, and obtain corrections where needed in a timely fashion.

**D. Insurance Program Administration.**

1. Process policy changes promptly, including all Client requests to amend policy coverage.
2. Check endorsements, premium invoices, premium audits or adjustments for correctness and accuracy, and obtain revisions when needed.
3. Create and update annually a schedule of Client insurance placed by MIS including policy number, term, summary of coverages provided and the estimated annual premium.
4. Attend any board meetings, as reasonably requested.
5. Submit a renewal strategy and action plan for the coverages to which this Agreement relates no later than ninety (90) days before policy expiration.

**E. Claim Handling**

1. Assist in establishing claim reporting procedures and, as authorized and requested by Client, provide notice of claims to the appropriate insurance companies where there is no direct reporting facility available.
2. Monitor claims to ensure timely payment of the claim.
3. Assist in adjusting and settling claims, including assistance in the preparation of proofs of loss.
4. Review any denied claim and verify that the claim denial was proper.

**F. Claim Management.**

1. Review open claim reserves over \$25,000, verify the accuracy of reserve levels and seek reductions in reserves as appropriate.
2. Attend claim review meetings with insurers, as requested by Client.
3. Review Client's historical loss experience, and analyze and comment on loss trends, major causes of loss and any other relevant issues to assist Client in reducing the frequency and/or severity of claims.

**G. Loss Control.**

1. Provide a loss control assessment which will serve as the basis for the development of a comprehensive loss control program.
2. Coordinate loss control services provided by your insurance carrier.

**H. General.**

1. Monitor published financial information of Client's insurers and alert Client when the status of any such insurer is downgraded by A.M. Best.
2. Provide Client with updates of market conditions, and risk management and insurance industry developments, including new products or services.
3. Answer questions and provide advice/counsel as needed with regard to insurance matters.

## **Appendix B**

### **Compensation**

MIS will receive the annual fee set forth below as compensation for the Services it renders during the Contract Term:

- \$35,000 7/17/2018-12/1/2019
- \$35,000 12/1/2019-12/1/2020
- \$35,000 12/1/2020-12/1/2021

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

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND  
COOK COUNTIES, ILLINOIS APPROVING A SERVICE AGREEMENT WITH  
MESIROW INSURANCE SERVICE, INC. FOR RISK MANAGEMENT AND INSURANCE  
SERVICES**

---

**WHEREAS**, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Corporate Authorities*”) have determined that it is in the best interest of the health, safety, and welfare of the Village to enter into an Agreement by and between the Village of Bensenville and Alliant/Mesirow, and for a term of three years starting from July 17, 2018, for the purpose of obtain insurance renewal coverage for the Village (the “*Agreement*”), a copy of which along with the Scope of Services as mentioned in the Appendix A and the Compensation as mentioned in the Appendix B is attached hereto and made a part hereof, as Exhibit A;

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.



**Section 2.** The Agreement by, and between the Village of Bensenville and Alliant/Mesirow, and for a term of three years starting from July 17, 2018, a copy of which along with the Appendix A and B, is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved establishing Mesirow Insurance Service, Inc as a Broker of the Record for the Village of Bensenville for securing the various liability insurances.

**Section 3.** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 4.** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 5.** This Resolution shall be in full force and effect upon its passage, approval, and publication as provided by law.

(Intentionally Left Blank)

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this \_\_\_\_ day of July 2018, pursuant to a roll call vote, as follows:

APPROVED:

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

ATTEST:

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

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

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

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

**TYPE:**Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**07/17/18**DESCRIPTION:**

Consideration of a Resolution Authorizing a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of \$10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA)

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

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

**COMMITTEE ACTION:**

COW

**DATE:**

07/17/18

**BACKGROUND:**

The consulting firm JDA has been providing the Suburban O'Hare Commission (SOC) with expert technical consulting services with respect to evaluating airport operations and aircraft noise. JDA had completed noise and operations analysis and made twenty recommendations and provided detailed information to the commission for the purposes of making informed decisions.

**KEY ISSUES:**

As a member of the Suburban O'Hare Commission (SOC), the commission has deemed that the JDA consulting services are necessary in continuing to advocate for quieter skies in the SOC communities that continue to be impacted by aircraft noise and operations.

**ALTERNATIVES:**

Discretion of the Committee of the Whole.

**RECOMMENDATION:**

Staff is recommending approval of the Resolution approving the contribution to the SOC for the consulting services from JDA in the amount of \$10,000 per year for the next three years.

**BUDGET IMPACT:**

\$30,000 for the three year contract.

**ACTION REQUIRED:**

Approval of the Resolution Approving a Contribution to the Suburban O'Hare Commission (SOC) in the Amount of \$10,000 per Year for the Next Three Years for the Purposes of a Consulting Services Agreement with Joseph Del Balzo Associates Inc. (JDA).

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

JDA Consulting Agreement

6/28/2018

Cover Memo

Resolution

7/10/2018

Cover Memo

## **CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the “Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) by the Suburban O’Hare Commission (SOC) and Joseph Del Balzo Associates Inc., doing business as JDA Aviation Technology Solutions (the “Consultant” or “JDA”).

### **RECITALS**

WHEREAS, JDA is an expert company in the field of providing technical consulting services with respect to evaluating airport operations including but not limited to the impact of aircraft noise and providing assessments to minimize same; and

WHEREAS, SOC is an entity established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act consisting of the following municipalities:

|                      |                          |                    |
|----------------------|--------------------------|--------------------|
| Village of Addison   | Village of Bensenville   | Elk Grove Township |
| Village of Elk Grove | Village of Hanover Park  | Village of Itasca  |
| Village of Roselle   | Village of Schiller Park | City of Wood Dale  |
| Du Page County       |                          |                    |

Which municipalities are in the vicinity of or contiguous to Chicago O’Hare Airport (ORD); and,

WHEREAS, JDA completed an analysis of O’Hare operations and made 20 recommendations for mitigating aircraft noise on the region; and,

WHEREAS, JDA presented its findings and recommendations to the City of Chicago, Department of Aviation; and,

WHEREAS, the O’Hare Noise Compatibility Commission (ONCC) has created a Fly Quiet Subcommittee that is addressing aircraft noise mitigation factors including the utilization of a runway rotation plan and RNAV and,

WHEREAS, the O’Hare Noise Compatibility Commission (ONCC) has completed Test 1, 2 and 3 of the Runway Rotation Plan (RRP) and has approved an Interim RRP (currently under review by the FAA) for the period beginning upon FAA approval through completion of the full build out of the O’Hare Modernization Program (OMP) and,

WHEREAS, the ONCC has instructed the Fly Quiet Committee to bring back recommendations for a Final Fly Quiet RRP, Fly Quiet Departure Headings and Fly Quiet Manual revisions for ONCC consideration and,

WHEREAS, it is deemed necessary by the SOC and its member communities to evaluate RRP configurations, departure vector headings options and impacts and NextGen Performance Based Navigation (PBN) procedures and provide information to the SOC communities need to make more informed decisions for the purpose of advocating realistic and achievable remedial measures to the Fly Quiet Subcommittee, the ONCC, the Chicago Department of Aviation, and the FAA in order to mitigate aircraft noise; and,

WHEREAS, the SOC wishes to continue to retain JDA to perform such additional airport noise related services for the SOC, and JDA is willing to perform such services, all upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants of the parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **AGREEMENT**

### **1. CONSULTING SERVICES**

1.1 Consulting Services. SOC hereby engages Consultant to provide professional services to SOC as described in Exhibit A, Statement of Work (SOW) areas, and Consultant hereby accepts such engagement and agrees to serve as a consultant to SOC pursuant to the terms of this Agreement (the "Consulting Project").

1.2 Consultant Control. The Consultant will report to the SOC Chairman Craig B. Johnson who will serve as the principal administrator for the SOC communities in consultation with a group of municipal managers/administrators (1 each) from the SOC communities. Consultant shall accept any directions issued by Chairman Johnson but shall be solely responsible for the manner and hours in which the project shall be completed, subject to any deadlines or other specific details of the Consulting Project as set forth in Exhibit A.

### **2. OWNERSHIP / ASSIGNMENT OF RIGHTS**

Work Product. The final work product will be the exclusive property of SOC. Notwithstanding the above, both parties understand and agree that the Consultant is in the business of conducting airport and operator program assessments, studies and audits, creating safety management systems, operations and maintenance manuals and supporting documents for a number of clients, and that the Consultant therefore retains the right to use the system structure, organization, layout template, and language of the programs, manuals and supporting documents, either in whole or in part, in materials that it may produce for other clients. The Consultant will not use, however, any language or information that is proprietary to SOC or that is Proprietary Information of SOC (as defined below), in each case, in materials that it may prepare for other clients.

### **3. SCHEDULE**

Because the professional services provided by JDA as set forth in Exhibit A are vital to the overall noise mitigation plan for ORD, time is of the essence to this Contract and therefore the Consultant commits to completing the tasks 1-13 as described by the schedule in Exhibit A.

### **4. RELATIONSHIP OF PARTIES**

4.1 Independent Contractor. In performing services for SOC pursuant to this Consulting Agreement, the Consultant shall act in the capacity of an independent contractor and not as an employee of SOC. Consultant shall have no right or authority to assume or create any obligations on behalf of SOC or to make any representations on its behalf. SOC recognizes and agrees that the Consultant may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of the Consultant's fiduciary duty to SOC. Nothing in this Agreement is intended to make either party a subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. Consultant is an independent contractor and has no relationship with SOC other than a vendor/vendee relationship.

4.2 Compliance with Laws. In light of the foregoing, SOC shall not provide workers' compensation, disability insurance, Social Security or unemployment compensation coverage or any other statutory benefit to the Consultant. The Consultant shall comply at their expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal Social Security law, the Fair Labor Standards Act, federal, state and local income tax laws and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Each party shall be liable and shall indemnify, defend and hold the other harmless for all taxes and benefits arising from the employment of their respective employees involved in the performance of the services hereunder.

### **5. FEES AND EXPENSES**

5.1 Fees. SOC shall pay the Consultant the fees for services rendered and reasonable and necessary expenses incurred under this Agreement (the "Consulting Fee") in an amount of \$337,032.00 and further described in Exhibit B. All amounts paid to Consultant hereunder shall constitute income from self-employment and Consultant accepts full and exclusive liability for the payment of all taxes and for compliance with laws pursuant to Section 4.2.

5.2 No Employee Benefits; Insurance. The Consultant shall not be eligible to participate in any of SOC's or any SOC member's employee benefit plans, including, without limitation, any medical leave payments, profit sharing, pension, 401(k), severance or similar programs. Consultant shall be solely responsible for maintaining insurance coverage applicable to Consultant's business, including but not limited to workers' compensation, automobile, general liability and property

damage insurance. Consultant shall provide proof of such insurance to SOC upon execution of this Agreement.

5.3 Warranty of Licensing, Compliance with Law, Qualification, Compliance with Rules, Nondiscrimination. Consultant warrants that it has obtained all permits and licenses required by all applicable authorities to perform the services specified in this Agreement and will continue, at its own expense, to be so licensed throughout the term of this Agreement. Consultant hereby represents, warrants, and agrees that all services provided under this Agreement will conform to all applicable federal, state and other applicable statutes, regulations, ordinances, and orders ("Laws"). Consultant warrants that all employees and/or contractors utilized by the Consultant pursuant to this Agreement will be fully trained, equipped and competent and will perform their duties in a safe, courteous manner and will work harmoniously with SOC personnel. Consultant will also comply with all applicable Laws pertaining to nondiscrimination in employment and facilities.

## **6. TERM / TERMINATION**

SOC has the right to terminate this Consulting Agreement at any time and for any reason upon fourteen (14) days written notice to the Consultant. Consultant may terminate this Agreement if SOC fails to pay any Consulting Fee not in dispute and properly due hereunder within thirty (30) business days after written notice from Consultant. Upon the termination of this Agreement, the Consultant shall only be entitled to the portion of their fee accrued and earned through the date of termination. In the event SOC has prepaid any fees, Consultant shall, within five (5) days of such termination, refund any unearned fees to SOC. Consultant shall immediately return all equipment and other materials provided by SOC to Consultant in connection with their duties hereunder, along with any work product produced by Consultant regardless of its form or degree of completion.

## **7. PROPRIETARY AND PRIVILEGED INFORMATION**

7.1 Proprietary Information. As used in this Agreement, "Proprietary Information" means all information of a business or technical nature that relates to SOC, including, without limitation, financial information and statements, business and project plans and strategies, names of actual or potential acquisition candidates, all information about software products whether currently released or in development, all inventions, discoveries, improvements, copyrightable work, source code, know-how, processes, tools, methodologies, designs, algorithms, computer programs and routines, formulae, techniques, manuals, historical maintenance procedures analysis and data, regulatory compliance analysis and data, Airworthiness Directives compliance analysis and data, and all work product, and the identity and any information regarding the business of any customer or supplier of SOC or any other information that SOC is required to keep confidential. Notwithstanding the preceding sentence, the term "Proprietary Information" does not include information that is or becomes publicly available through no fault of the Consultant.

7.2 Privileged Information. As used in this Agreement, “Privileged Information” means and includes all materials and communications exchanged between Consultant and SOC and all materials created by either the Consultant or SOC relating to the Consulting Services, including notes, drafts, and final documents reflecting Consultant’s analysis, conclusions, summaries, opinions, or recommendations. To the extent practicable, all such materials shall be stamped or otherwise identified as “**CONFIDENTIAL**”.

7.3 Specific Information. Each party shall treat the specific terms of this Agreement as both Proprietary and Privileged Information. In addition, the parties acknowledge that the work product is both Proprietary and Privileged Information hereunder.

7.4 Confidentiality/Non-Disclosure. Consultant agrees to keep all Proprietary and/or Privileged Information Confidential. Consultant agrees not to disclose or use such information without the express prior written consent of SOC. Moreover, Consultant agrees to use Proprietary and/or Privileged Information only for the purposes of fulfilling its obligations under this Agreement. All Proprietary and/or Privileged Information shall remain the sole and exclusive property of SOC.

Consultant does not have an obligation to protect Proprietary Information that is: (a) in the public domain through no fault of Consultant; or (b) disclosed with the prior written consent of SOC.

7.5 Return of Confidential Information. Upon termination of this Agreement, conclusion of the Consulting Services, or written request from SOC, Consultant shall return all copies of Confidential and/or Privileged Information to SOC or certify, if so requested by SOC, in writing that all copies of Confidential and/or Privileged Information have been destroyed.

No failure or delay by SOC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

The obligations of this Section shall survive the termination of this Agreement and the conclusion of the Consulting Services.

## **8. INDEMNIFICATION**

8.1 General Indemnity. Consultant shall indemnify and hold harmless SOC and its member agencies and its employees, directors, officers, agents and successors for, from and against any and all damages, liabilities, penalties, fines, claims, settlements, suits, and remedial actions, and all costs and expenses incidental thereto (including court costs and costs of defense, settlement, and reasonable attorneys’ and experts’ fees), arising out of or resulting from (i) death or bodily injury to any person or from property damage (including loss of use), caused by or resulting from, directly or indirectly, any act or omission by Consultant, or its agents or representatives during the performance of services hereunder; (ii) Consultant’s breach of this



Agreement; or (iii) Consultant's or its agents' or representatives' negligence or willful act(s) or omission(s).

8.2 Intellectual Property Indemnity. Consultant will indemnify, defend and hold harmless SOC from and against any and all losses, damages, claims, liabilities, costs and expenses, including attorney's fees and court costs that may be incurred on account of any actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property rights in connection with the services supplied hereunder. If the provision of the services provided hereunder is enjoined because of any such infringement, Consultant will immediately, at no expense to SOC: (a) obtain for SOC the right to use the services or software, or (b) modify such services or substitute equivalent software or services acceptable to SOC which modification or substitution is not infringing and to which Consultant will extend the provisions of this Section.

## 9. MISCELLANEOUS

9.1 Non-Assignment/Binding Agreement. Neither party shall, without the written consent of the other party hereto, assign or transfer this Agreement or any of its rights or obligations hereunder.

9.2 Notices. All notices or other communications required or provided to be sent to either party shall be in writing and shall be sent (i) by United States Postal Service, postage pre-paid, registered or certified, return receipt requested, or (ii) by courier or in person, or (iii) by facsimile transmission, or (iv) electronic mail. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon receipt if sent by facsimile transmission, courier or personally delivered. All notices shall be addressed to the party at the address set forth below the appropriate party's signature below, or such other address as either party may designate in accordance with this Section.

9.3 Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the party. Such events, occurrences or causes will include, without limitation, acts of God, riots, acts of war, fire, and explosions, but the inability to meet financial obligations is expressly excluded.

9.4 Waivers and Remedies. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Any waiver in a particular instance shall not constitute a waiver of the same or different rights or breaches in any other instance. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not prejudice such party's right to take subsequent action. Except as otherwise provided herein relating to exclusive remedies in certain situations, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or

that such party is entitled by law to enforce.

9.5 Severability. If any term, condition or provision in this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, then it is the intent of the parties that such court apply a rule of reasonableness and modify the provision in question so it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

9.6 Entire Agreement; Business Forms and Amendments. This Agreement (including any exhibits, schedules or statements of work attached hereto) sets forth the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. In the event of conflict between this Agreement and any exhibit, schedule or statement of work, the terms of such exhibit, schedule or statement of work shall take precedence. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that either party may use in connection with this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, and each party hereby continuously objects to any such terms, provisions or conditions. This Agreement may only be amended by a written modification signed by both parties.

9.7 No Conflict. Consultant represents and warrants that it has no contractual or other obligation to any third party that in any way restricts it from entering into this Agreement or performing its obligations hereunder.

9.8 Choice of Law/Disputes. This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois, and any disputes arising under this agreement shall be decided under said laws.

9.9 Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, and all of such counterparts, when taken together, will be deemed to constitute the original of this Agreement. It is further acknowledged and agreed that scanned, copied and/or facsimile copies of this Agreement will be acceptable and enforceable in place of originals.

WAIVER OF CONSEQUENTIAL AND PUNITIVE DAMAGES. THE MEASURE OF DAMAGES (OR OTHER LOSSES) PAYABLE BY A PARTY WILL NOT INCLUDE, AND NEITHER PARTY WILL BE LIABLE FOR, ANY AMOUNTS FOR LOSS OF INCOME, PROFIT OR SAVINGS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF THE OTHER PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. ALL SUCH DAMAGES ARE EXPRESSLY WAIVED AND DISCLAIMED.

Approvals and Similar Actions. Except as otherwise expressly provided in this Agreement, where agreement, approval, acceptance, consent or similar action is required of any party by any provision of this Agreement, this action will not be unreasonably withheld or delayed. An approval or consent given by a party under this Agreement will not relieve the other party from responsibility for complying with the requirements of this Agreement, nor will it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in the approval or consent.

9.10 Headings. The headings used in this Agreement are intended solely for convenience and shall not determine or alter the rights and obligations of the parties. This Agreement will not be construed for or against any party based on which party drafted this Agreement.

9.11 Incorporation of Exhibits. All exhibits referred to herein and any appendices, exhibits or schedules which may, from time to time, be referred to in any duly executed amendment hereto are (and with respect to future amendments, shall be) by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Consulting Agreement as of the day and year first above written.

**JDA Aviation Technology Solutions**

**Suburban O'Hare Commission**

By: 

By: \_\_\_\_\_

Michael F. Rioux

Craig B. Johnson

Its: COO

Its: Chairman

Address: 5936 Maplewood Park Place  
Bethesda, MD 20814

Address: 901 Wellington Avenue  
Elk Grove Village, IL 60007

## EXHIBIT A

### STATEMENT OF WORK (SOW) AND SCHEDULE

#### Preamble:

The JDA technical team has performed a variety of analytical tasks leading up to, during, and after the “Test 1” Runway Rotation Program (RRP-1), which ended in December 2016. The JDA team:

1. Developed a series of technical recommendations as to the procedures and requirements for RRP-1.
2. Conducted technical monitoring and analysis of the performance of the RRP-1 program and the impact of the RRP-1 program on surrounding communities.
3. Prepared a technical report for the SOC communities: 1) on the impact of the RRP-1 test program on SOC and other O’Hare area communities, and 2) made recommendations to ONCC and Chicago on suggested procedure Test 2 (RRP-2) and Test 3 (RRP-3).
4. Prepared a technical report for the SOC communities: 1) on the impacts of Test 2 (RRP-2) and Test 3 (RRP-3) programs on SOC and other O’Hare area communities, and 2) made recommendations to ONCC and Chicago on suggested procedures for Interim RRP.
5. Developed a Runway Rotation Optimization program to minimize 55 DNL and population impacts to SOC and other O’Hare area communities.

CDA and ONCC are proceeding with an **Interim** Fly Quiet Runway Rotation Program (IFQ RRP), which was approved by ONCC on March 16, 2018 and is currently under environmental review by the FAA. IFQ RRP will run from FAA approval until the commissioning of the final runway 09R/27L in 2020.

Additionally, ONCC will be working to develop a final Fly Quiet (**RRP-Full Buildout**) Program and Fly Quiet Departure Vector Headings.

**RRP-Full Buildout** will be designed for a RRP that becomes part of the Fly Quiet Manual for the long term. CDA will be required to provide environmental assessment documentation to the FAA to request approval of RRP-Full Buildout.

**PBN/RNAV Departure and Arrival Procedures** – the FAA is scheduled to restart the implementation of NextGen flight procedure revisions to be able to implement them at full build out. The FAA’s process to seek community input on revised flight procedures does not account for changes to flight paths, population impacts on the ground and has failed across the country to effectively engage the community in minimizing impacts.

This SOW is designed to allow the SOC communities to evaluate and address technical issues, experience, and recommendations with respect to RRP Full Buildout configurations and schedules, Fly Quiet Departure Vector Headings and PBN Arrival/Departure procedures.

**Statement of Work Tasks 1-13:**

1. **Monitor progress of Transportation Reauthorization House Bill** through Senate and report to SOC.
2. **Provide an analysis of the NextGen implementation of PBN RNAV departure and arrival impacts at ATL pre and post implementation:** It is critical to understand what is about to occur at ORD. OMP was created to increase capacity at ORD to achieve 1.2M operations per year. Triple simultaneous arrival streams and dual departures at less separation of aircraft are required to achieve this goal. This is achieved by maintaining 15 degrees of separation of departure headings to assure aircraft remain safely separated. Additionally, the degree of certainty in aircraft location has to be increased (less dispersion) this is accomplished by RNAV control of the aircraft and establishing fly-through waypoints that keep the aircraft within 200' from the waypoints.

ATL is the closest comparable NextGen PBN implementation to ORD and will provide appropriate insight to guide SOC in leading the heading discussion. Analysis will include actual before and after flight paths experienced at ATL. ORD will eventually have three arrival and three departure streams after 2020. With higher runway capacity than ATL. The PBN analysis will rely on looking at historical data from ATL to derive future PBN patterns at ORD.

- a) Review and parse ATL data.
  - b) Analyze historical ATL performance data and apply to ORD, to predict the PBN ORD performance.
  - c) Special attention will be placed on vertical and horizontal dispersion profiles observed at ATL. This information will be applied to the ORD analysis.
3. **Update Full Build Out Contours:** Nighttime operations are grossly underestimated in the FAA's original and reevaluated contours. Unfortunately, the FAA is utilizing the reevaluation contour as a baseline in decisions currently being made including the evaluation of the Interim RRP. It is critical that the full build out recommendations are based on the most accurate contours to date. This will provide accurate representation of impacts of heading changes or runway rotation options. Additionally, updated contours will equip SOC to influence the ONCC and NextGen discussions
  - a) Analyze and study the latest runway loadings.
  - b) Forecast future runway loadings with two new long runways on the North based on historical data.
  - c) Modify previous noise model to include (a-b).
  - d) Run the analysis and report.

4. **Update 1.2 M Operation Contours:** Same as above. Enable to optimize the headings for the increase to 1.2 M Operations we need to understand what the contours look like with the current headings.
  - a) Forecast 1.2 M fleet mix.
  - b) Balance runway loads for 1.2 M. operations
  - c) Run noise analysis.

5. **Optimize Headings required to achieve 1.2 M operations:** Based on what we learn from the ATL Next Gen Implementation (#3 above), utilize similar assumptions to identify headings that satisfy the required separation of aircraft and minimize and or balance population and noise sensitive areas impacted on the ground. The current House Bill language eliminates impacts to population as criteria to be considered for modified departure procedures (This is a red flag - we believe this language is specific to communities that would benefit and/or a request from the airlines to force through departure procedures in the remaining NextGen metroplexes including ORD).

Utilizing the program developed by Dr. Trani to optimize runway rotation configurations, we will optimize headings to minimize population impacts and noise sensitive areas. By optimizing daytime headings, we can minimize daytime impacts but also utilize the optimized flight paths to optimize the night time runway rotation program.

- a) Improve DSS model to expedite workflow.
  - b) Identify headings to be tested for optimization based on operating constraints.
  - c) Run DSS model.
6. **Optimize approach flight paths required to achieve 1.2M operations:** The current widely dispersed approach paths (called trombone effect) will change to a few more acute paths concentrating the arrival flight paths over less area increasing significantly the frequency of aircraft operations. These arrival flight paths should be targeted to minimize population affected on the ground.
  - a) Identify approach paths to be tested for optimization based on operating constraints.
  - b) Run DSS model.
7. **Partner with UAL NextGen Leadership to identify waypoints that support the optimized departure headings and approach procedures to minimize and or balance impacts to populations on the ground.**
8. **Draft Optimized Headings Report**
9. **Optimize the Full Build Out RRP configurations and schedule:** The runway rotation optimization program will be utilized to optimize configurations and schedules with the optimized departure headings to minimize and balance population impacts.
10. **Draft Final Report**

11. Utilize the ONCC Fly Quiet and Technical Committee meetings to influence the discussions at ONCC to optimize Full Build Out departure headings, RRP and Next Gen PBN Implementation.

12. Ongoing Technical Support 2018-2020

13. Meeting Coverage 2018-2020

**Schedule:**

| Task | Schedule SOC Final Phase   | 2018                                       |   |   |   |   |        | 2019   |   |   |        |   |   | 2020 |   |   |   |   |   |
|------|--|--|---|---|---|---|--------|--------|---|---|--------|---|---|------|---|---|---|---|---|
|      |  | J  | J | A | S | O | D      | J      | F | M | A      | M | J | J    | A | S | O | N | D |
|      |  | u  | u | u | e | c | e      | a      | e | a | y      | y | u | u    | u | e | c | a | e |
|      |  | n  | l | g | p | t | v      | n      | b | r | y      | n | l | g    | p | t | v | c | b |
|      |  |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
| 1    | Monitor progress of Transportation Reauthorization House Bill through Senate and report to SOC   | Ongoing Until Bill Passes                  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
| 2    | Provide an analysis of the NextGen implementation of Performance Based Navigation (PBN) RNAV departure and arrival impacts at ATL pre and post implementation:                                   |  |   |   |   |   | 1-Dec  |        |   |   |        |   |   |      |   |   |   |   |   |
| 3    | Update Full Build Out Contours:  |  |   |   |   |   | 30-Dec |        |   |   |        |   |   |      |   |   |   |   |   |
| 4    | Update 1.2 M Operation Contours:   |  |   |   |   |   | 20-Jan |        |   |   |        |   |   |      |   |   |   |   |   |
| 5    | Optimize Headings required to achieve 1.2 M operations:  |  |   |   |   |   |        | 15-Feb |   |   |        |   |   |      |   |   |   |   |   |
| 6    | Optimize approach flight paths required to achieve 1.2M operations:  |  |   |   |   |   |        | 25-Feb |   |   |        |   |   |      |   |   |   |   |   |
| 7    | Partner with UAL NextGen Leadership to identify waypoints that support the optimized departure headings and approach procedures to minimize and or balance impacts to populations on the ground. | Subject to NextGen Implementation Schedule |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
| 8    | Draft Optimized Headings Report  |  |   |   |   |   |        |        |   |   | 15-Mar |   |   |      |   |   |   |   |   |
| 9    | Optimize the Full Build Out RRP configurations and schedule:   |  |   |   |   |   |        |        |   |   | 1-Apr  |   |   |      |   |   |   |   |   |
| 10   | Draft Final Report   |  |   |   |   |   |        |        |   |   | 1-Apr  |   |   |      |   |   |   |   |   |
| 11   | Utilize the ONCC, Fly Quiet and Technical Committee meetings to influence the discussions at ONCC to optimize Full Build Out headings and RRP.   |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
| 12   | Ongoing Technical Support 2018-2020  |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
| 13   | ONCC MEETING COVERAGE  |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
|      | ONCC FQ Committee 2018/2020  |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
|      | ONCC Tech Committee 2018/2020  |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
|      | ONCC Exec 2018/2020  |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |
|      | ONCC 2018/2020   |  |   |   |   |   |        |        |   |   |        |   |   |      |   |   |   |   |   |

## EXHIBIT B

**COMPENSATION, EXPENSES AND PAYMENT TERMS**

| <b>Task</b> | <b>Statement of Work SOC Final Phase Interim RRP Full Build Out RRP and Headings</b>   | <b>Cost</b>       |
|-------------|--|-------------------|
| 1           | Monitor progress of Transportation Reauthorization House Bill through Senate and report to SOC   | \$ 5,579          |
| 2           | Provide an analysis of the NextGen implementation of Performance Based Navigation (PBN) RNAV departure and arrival impacts at ATL pre and post implementation:                                   | \$ 21,305         |
| 3           | Update Full Build Out Contours:  | \$ 25,242         |
| 4           | Update 1.2 M Operation Contours:   | \$ 15,614         |
| 5           | Optimize Headings required to achieve 1.2 M operations:  | \$ 27,178         |
| 6           | Optimize approach flight paths required to achieve 1.2M operations:  | \$ 20,615         |
| 7           | Partner with UAL NextGen Leadership to identify waypoints that support the optimized departure headings and approach procedures to minimize and or balance impacts to populations on the ground. | \$ 26,002         |
| 8           | Draft Optimized Headings Report  | \$ 8,617          |
| 9           | Optimize the Full Build Out RRP configurations and schedule:   | \$ 13,867         |
| 10          | Draft Final Report   | \$ 9,930          |
| 11          | Utilize the ONCC Fly Quiet Adhoc meetings to influence the discussions at ONCC to optimize Full Build Out headings and RRP.  | \$ 9,468          |
| 12          | Ongoing Technical Support 2018-2020  | \$ 46,568         |
|             | Subtotal   | \$ 229,982        |
|             | <b>ONCC MEETING COVERAGE</b>   |                   |
| M1          | ONCC FQ Committee 2018/2019  | \$ 27,738         |
| M2          | ONCC Tech Committee 2018/2019  | \$ 9,438          |
| M3          | ONCC Exec 2018/2019  | \$ 3,675          |
| M4          | ONCC 2018/2019   | \$ 3,675          |
| M5          | ONCC FQ Committee 2019/2020  | \$ 27,738         |
| M6          | ONCC Tech Committee 2019/2020  | \$ 9,438          |
| M7          | ONCC Exec 2019/2020  | \$ 3,675          |
| M8          | ONCC 2019/2020   | \$ 3,675          |
|             | Subtotal Labor   | \$ 89,051         |
|             | Travel   | \$ 18,000         |
|             | <b>Total</b>   | <b>\$ 337,032</b> |

1. Professional Fee – Consultant shall be paid a fixed price of \$337,032, which includes professional fees and travel expenses (estimated at \$18,000) under this Agreement (the Consulting Fee).
2. Expenses - The Consultant will include the actual cost of all reasonable and necessary expenses incurred including economy class air travel, accommodations and ground transportation during the performance of the project if they are expressly approved in advance or as otherwise expressly set forth herein. Such expenses exceeding the \$18,000 estimated will be billed at actual costs with receipts provided.
3. The Consultant will bill per diem expenses of seventy-one (\$71.00) dollars per person per day without receipts for meals and incidental expenses.
4. Payment Schedule - The Consultant will invoice SOC \$11,234 per month for 30 months starting July 1, 2018 through Dec 1, 2020 for professional fees and expenses incurred during the project.
5. Late Payments/Collection Cost - Any payments that are not paid when due will bear interest from the due date until paid in an amount equal to 1.5% per month, plus any penalties,



reasonable attorney fees and other costs of collection. All payments will be applied first to pay costs of collection, then to accrued and unpaid interest, and then to pay any outstanding/past amounts due.

**Please submit payments to:**

JDA Aviation Technology Solutions  
Attention Karen Nakamura  
5936 Maplewood Park Place  
Bethesda, MD 20814

**Wire Transfer Information:**

|   |  |
|---|--|
| <b>Company Name: Joseph Del Balzo Associates Inc. dba JDA Aviation Technology Solutions</b> |  |
| <b>Address: 5936 Maplewood Park Place</b>   |  |
| <b>City: Bethesda</b>   | <b>State: MD</b>                               |
| <b>Zip Code: 20814</b>  | <b>Telephone Number: 301-941-1460 ext. 140</b> |
| <b>Email Address (Remittance Notification): mrioux@jdasolutions.aero</b>                    |  |
| <b>EIN / Federal Tax ID Number: 52-1881550</b>  |  |
| <b>Bank Name: PNC Bank</b>  |  |
| <b>Address: 7235 Wisconsin Avenue</b>   |  |
| <b>City: Bethesda</b>   | <b>State: MD</b>                               |
| <b>Zip Code: 20006</b>  | <b>Telephone Number: 1-301-215-7900</b>        |
| <b>ACH ABA Number (Nine digits – Do NOT use Wire ABA Number):054000030</b>                  |  |
| <b>PNC SWIFT CODE: PNCCUS33</b>   |  |

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

**A RESOLUTION AUTHORIZING AN ANNUAL CONTRIBUTION TO THE SUBURBAN  
O'HARE COMMISSION IN THE AMOUNT OF \$10,000 TO BE USED FOR  
CONSULTING SERVICES WITH JOSEPH DEL BALZO ASSOCIATES INC. FOR 2018  
THROUGH 2020**

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

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, payments, contributions to undertake any other acts as necessary in the exercise of its statutory powers; and

WHEREAS, the VILLAGE is a member of the Suburban O'Hare Commission (hereinafter "SOC"); and

WHEREAS, the SOC has determined that it is reasonable, necessary, and desirable to enter into a consulting services agreement with Joseph Del Balzo Associates Inc. (hereinafter "JDA") per the terms set forth in the consulting agreement from SOC and attached hereto as Exhibit "A" in the amount not to exceed monthly rate of \$10,000 from the VILLAGE; and

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

Authorize the Village Manager to make an annual contribution to the SOC in the total not-to-exceed amount of \$10,000 to the Suburban O'Hare Commission, to pay ~~in-part~~in part to the JDA Aviation Technology Consulting Agreement beginning July 1, 2018 for thirty months of services ending December 1, 2020.

PASSED AND APPROVED by the Village President and Board of Trustees of the Village of Bensenville, Illinois this 17th day of July 2018.

APPROVED:

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

ATTEST:

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

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

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

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

**TYPE:**Resolution**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.17.18**DESCRIPTION:**

Consideration of a Resolution Approving a Façade Improvement Program Grant in the Not-to- Exceed Amount of \$2,750 for Joey C's Deli at 18 S. Addison Street, Bensenville

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

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

Financially Sound Village  
 Quality Customer Oriented Services  
 Safe and Beautiful Village

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

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

**COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

07.17.18

**BACKGROUND:**

1. Joey C's Deli is taking over the old Mario's Deli space.
2. They applied for facade improvement grant to split the costs of their new signage.
3. Signage includes new channel lettering and window graphics.

**KEY ISSUES:**

1. This agrees with the Village wide goal of enhancing the facades of commercial properties.
2. Joey C's has shown substantial investment into the property.
3. The channel lettering and window graphics fit within the existing property's master sign plan.
4. Committee approved to fund 50% of costs based on the lowest bid up to a maximum of \$2,750.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

1. Staff has worked with the applicant and respectfully recommends approval of a Resolution approving a Façade Improvement Program Grant in the Not-to-Exceed Amount of \$5,500 for Joey C's Deli at 18 S. Addison St.
2. At their 07.03.18 meeting the Community development Commission agreed with the staff recommendation and voted to recommend the approval the Façade Improvement program grant.

**BUDGET IMPACT:**

\$2,750.00

**ACTION REQUIRED:**

Approval of the Resolution approving the Façade Improvement Agreement (Exhibit "A") for Joey C's Deli at 18 S. Addison St. in the not to exceed cost of \$2750.

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

Application

7/10/2018

Backup Material

Design and Estimates

7/10/2018

Backup Material

Facade Improvement Agreement

7/10/2018

Backup Material



Facade Improvement Program Application:

Date: 6-18-18

Address of Proposed Project: 18 S. ADDISON STREET

Name of Applicant: RAYMOND E. SAMLLOW SR.

Name of Property Owner (If Different): BENSENVILLE ASSOCIATES LIMITED PARTNERSHIP

Business Name: GOLDEN NEST REST. INC / JOEY'S DELI

Business Phone: 630 616 9035 Email Address: bellavistabanquets@att.net

Mailing Address (If Different): 207 W. MAIN STREET

Contact Person: RAYMOND E SAMLLOW Home Phone: 630 290 5781

Year Property Purchased/Business Opened: 2018 MAY 20TH 2018

Lease Terms: 5 YEARS Expiration Date: MAY 1 2023

Property Square Footage: 2,300 Number of Employees: 5

Projected Revenue: \$ 400,000.00 (Year 1) \$ 450,000.00 (Year 2) \$ 500,000.00 (Year 3)

Supplemental Questions:

1. Please provide a property and/or business description:

DELI LOCATED AT LEANDER TOWNS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please describe the proposed improvements:

LED SIGN AND WINDOW LETTERING

3. What is the estimated cost of improvements?:

9,000.00

4. How will you fund your portion of improvements? (Must provide documentation supporting this):

LINE OF CREDIT BLUE VINE LENDING

5. How will this project positively impact the local Bensenville economy? (Ex: job creation, increased sales tax, property tax, etc.):

BRANDING THE NAME OF NEW BUSINESS  
OLD BUSINESS MARIO'S DELI IF ESTABLISHED  
25 YEARS



I (we), by signature below, agree to the stipulations itemized above and certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Bensenville's Façade Improvement Program. I (we) understand the work to be performed will be in accordance with all Village codes, and must receive Village Board approval and that any work performed prior to city council approval will result in this Façade Improvement Program application being declared void. I (we) agree to hold harmless, indemnify, and defend the Village of Bensenville, and their employees and agents, for any and all liabilities arising out of this application, loan, construction, or other projects, and any agreement to share costs, including but not limited to any and all lawsuits or other disputes. I understand if approved for assistance, the work to be performed will be in accordance with program procedures and the general design guidelines for the district, as well as the specific design concept and improvement plan approved for this property.

Raymond E. Samlow Sr.  
Signature of Applicant

6-18-20  
Date

RAYMOND E. SAMLLOW SR.  
Print Name

6-18-20  
Date

In witness thereof: Stefanie Raimondi  
Notary

6-19-18  
Date



If Façade Improvement Program applicant is not the owner of the real property, approval of this application must be obtained from the property owner/property manager in order to move forward.

I CERTIFY THAT I, THE UNDERSIGNED, AM THE OWNER OF PROPERTY LOCATED AT

18 S ADDISON STREET  
(Address of Property to be improved)

AND AUTHORIZE THE ASSIGNED ABOVE TO MAKE THESE IMPROVEMENTS AND APPLY FOR PARTICIPATION IN THIS PROGRAM

Laura Woodford  
Signature of Owner/Property Manager

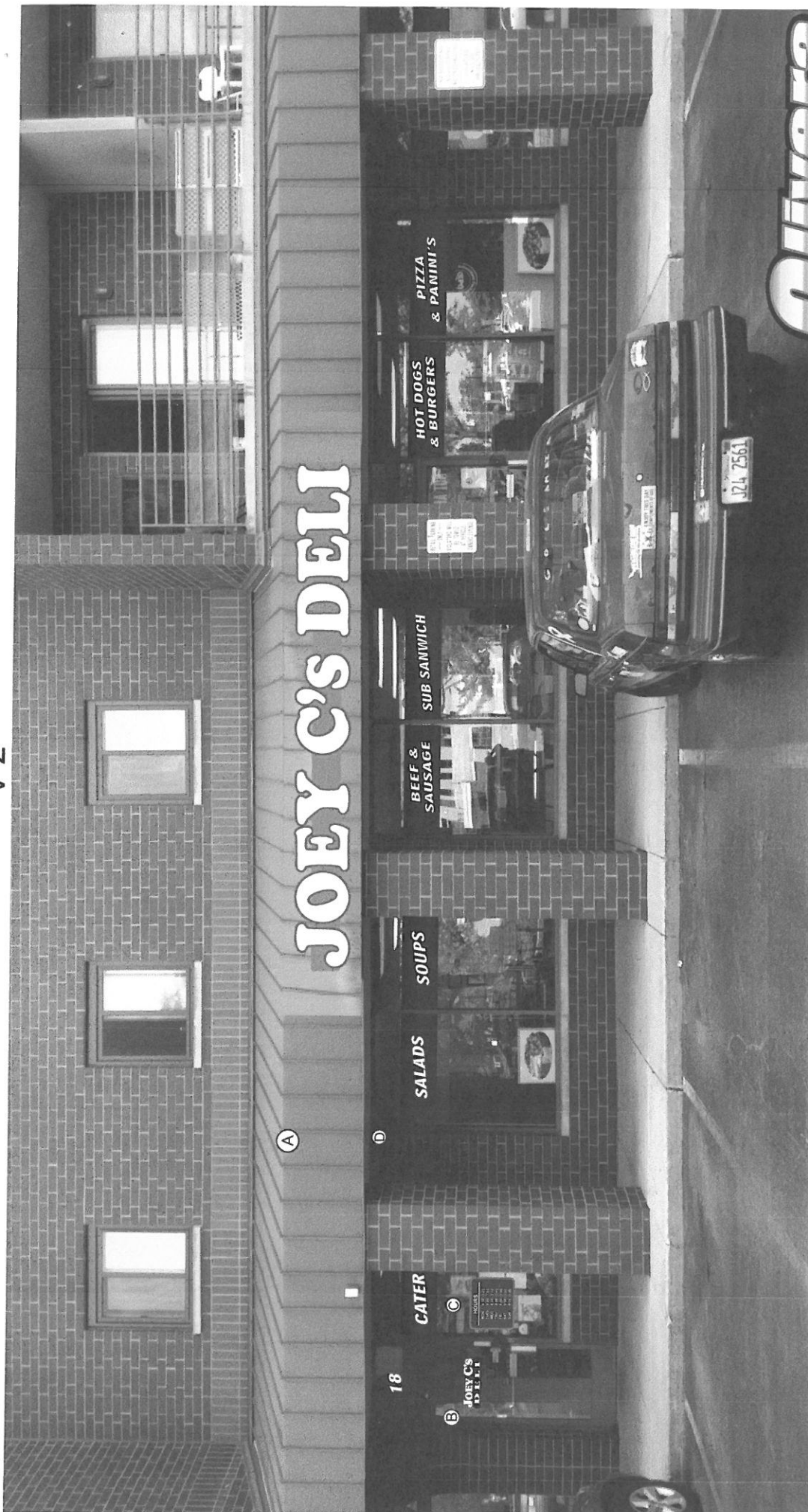
6/19/18  
Date

Laura Woodford  
Print Name

6/19/18  
Date

Please call the Village of Bensenville, Community and Economic Development to make an appointment to discuss your completed application.





A

**JOEY C'S DELI**

LED Channel Letter with Burgundy Trim.

B

**JOEY C'S  
DELI**

Computer Cut Vinyl

C

| HOURS |             |
|-------|-------------|
| MON   | 8:00 - 7:00 |
| TUES  | 8:00 - 7:00 |
| WED   | 8:00 - 7:00 |
| THU   | 8:00 - 7:00 |
| FRI   | 8:00 - 7:00 |
| SAT   | 8:00 - 7:00 |
| SUN   | 8:00 - 7:00 |

24" WIDE

D

20" HIGH

**HOT PASTAS**

Digital Print vinyl

**Olivera**  
DESIGNS INC.

www.oliveradesigns.com  
PH: 224.634.0257

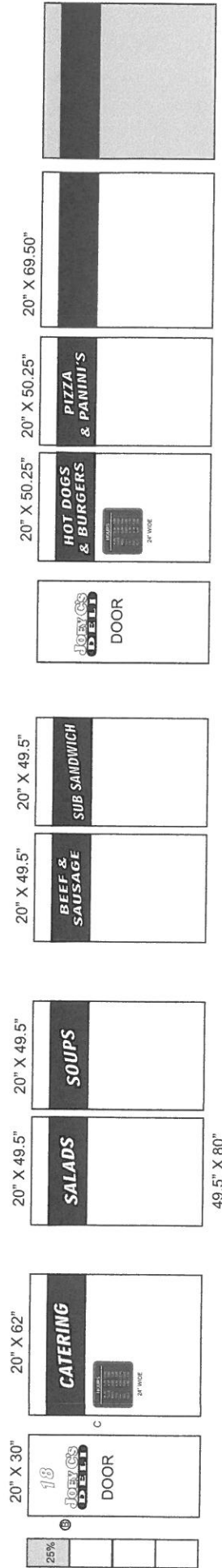
A

# JOEY'S DELI

196" X 14" X 22" LED LIT SIGN

B

C



B

From: **Mike Olivera** mike@oliveradesigns.com  
Subject: Facade Improvement signs quotes  
Date: May 30, 2018 at 12:59 PM  
To: Ray Samlow info@joeycsdeli.com, bellavistabanquets@att.net

MO

Hi Ray,

I'm waiting on one more quote from D Signs here in South Elgin. Once I get it you can submit all three to the village.

Thanks!

Mike

**Olivera Designs**  
347 S Randall Rd  
Elgin, IL 60123 US  
mike@oliveradesigns.com

## Estimate

### ADDRESS

Ray Samlow  
Joey C's Deli

| ESTIMATE # | DATE       |
|------------|------------|
| 1002       | 05/29/2018 |

| ACTIVITY   | QTY | RATE     | AMOUNT            |
|--|-----|----------|-------------------|
| <b>Outdoor Sign, graphics, awning and electrical:Custom LED Sign to match logo</b><br>Custom fabricated electrical LED sign made to specs and installed on site. | 1   | 4,780.00 | 4,780.00          |
| <b>Digital Print</b><br>Digital Print Door logos on vinyl - Joey C's Deli and removal of old vinyl   | 2   | 45.00    | 90.00             |
| <b>Digital Print</b><br>Digital Print header complete top of east facing windows custom lettering too - installed  | 1   | 1,565.00 | 1,565.00          |
| <b>Graphic Design</b><br>Computer Graphic Design hours into project  | 20  | 64.25    | 1,285.00          |
| <b>Digital Print Price</b><br>Digital Print - Store Hours  | 2   | 17.85    | 35.70             |
| TOTAL  |     |          | <b>\$7,755.70</b> |

10% deposit required for job to begin to move forward  
and balance due upon completion and permit approval from village.

Accepted By

Accepted Date

# D'SIGNS

972 Linda Court South Elgin, IL 60177 Phone: 847 691-1454 / Fax: 847 741-6567

Dsignman@att.net

## ESTIMATE

|      |         |
|------|---------|
| Date | 5/30/18 |
|------|---------|

|              |                                    |
|--------------|------------------------------------|
| Project Name | Joey C's Deli                      |
| Address      | 24 S. Addison St. Bensenville, IL. |

|            |                     |
|------------|---------------------|
| Contact    | Ray Samlow          |
| Company    | Joey C's Deli       |
| Phone      | (630) 290-5787      |
| Fax        |                     |
| E-Mail     | info@joeycsdeli.com |
| Cell Phone | (630) 290-5787      |

| Sign Type      | Scope Of Work   | Total             |
|----------------|---|-------------------|
| Outdoor Sign   | Provide & Install (1) Outdoor Sign, Graphics, Awning and Electrical -----                           | \$5,000.00        |
| Cut Vinyl      | Provide & Install Computer Cut Vinyl, Glass Etched Logo. -----                                      | \$145.00          |
| Digital; Print | Digital Print on Vinyl. -----   | \$90.00           |
| Digital Print  | Provide & Install Digital Print header Complete top of east facing windows, Custom Lettering, ----- | \$1,800.00        |
| Graphic Design | Computer Graphic Design. -----  | \$1,445.00        |
|                | <b>TOTAL</b>  | <b>\$8,480.00</b> |

The above pricing will remain in effect for ninety (90) days from the date of Estimate.  
A 50% deposit is required prior to any work being done. Balance is due upon completion.

Acceptance of Quotation: Acceptance of this quotation combined with a deposit will be considered as indication that the scope of work for this project has been approved. Customer accepts full responsibility for all and any changes made to this quotation. All changes must be made in writing. The customer also accepts all financial responsibility created by such change

ACCEPTANCE \_\_\_\_\_ DATE \_\_\_\_\_

# Signage Proposal

No. 79442

## TARGIN SIGN SYSTEMS, INC

SPECIALISTS IN ALL PHASES OF THE SIGN INDUSTRY  
160 W. Irving Park Rd. Wood Dale, IL 60191 (630) 766-7667 Fax (630) 766-7798

Joey C's Deli  
Bensenville, IL

Job Location: Bensenville

Fax #:

Phone #

Date Ordered:

Date Completed:

Deliver To:

Attn: Ray Samlow

### Specifications

#### Signage Package and Graphics

Fabricate (1) Custom Sign. Illuminated with LED  
Digital Graphics, Lettering and Etching for Windows  
Includes all Artwork/Layouts, Materials, Labor/Installation

Note: Electric hook up within 5'  
Permit Obtainment and Fees not included.

WE PROPOSE hereby to furnish signage - complete in accordance with the above specifications, for the sum of:  
as above \$8,380.00

Payment to be made as follows: 1/2 down payment with signed proposal. Balance at installation. Permit and obtainment fees to be paid when billed.

Quoted By: Steve Gruber

Date: 05/30/18

#### Terms & Conditions

(Please see reverse side)

It is agreed that the sign(s) shall be paid for upon completion and erection of same, unless customer has established credit in writing with Targin, Inc. The sign(s) shall remain the property of Targin, Inc. until full payment has been made. Should payment not be made as set forth in the contract terms, Targin, Inc. may take possession of the sign(s) including the accessories, inter-connecting materials and wire installed therewith, without notice to or consent of customer and for that purpose may enter upon the premises of customer without legal process and without liability therefore.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

#### Acceptance of Proposal

Signature:

Date:

## TERMS & CONDITIONS

**SKETCH DEPOSIT:** The sketch deposit covers minimal costs involved in developing a concept. It does not cover the actual purchase of a custom design, which would be figured at an hourly rate, with a quoted minimum price. The sketch remains the property of the designer.

**PRICE QUOTATION VALID FOR 30 DAYS.**

**PRICES** as indicated above, are minimum estimates for art or sign work only. Photostats, typography, photographs, overtime, changes and/or time additions, delays caused by the client, special consultations and all other work expenses that cannot be estimated accurately in advance will be billed extra unless otherwise specified herein.

**FINISHED** art, mechanicals and signs will be released for use by the client only. Mechanicals, original art, sketches and materials other than signs originated by the designer are the property of the designer, and will be held for the client, unless otherwise shown.

**SPECIAL** conditions on client's purchase orders in no way negate the above Conditions of Sale. In ordering the work described above, the client accepts all of these conditions whether noted on his purchase order or not.

**IF UNUSUAL DIGGING** conditions (i.e., ledge, water, etc.) are encountered in ground installation, this contract is binding; however, an additional cost based on our labor, plus 10% on sub-contract labor and materials, will be added to the above price.

**THE CLIENT** agrees to pay all costs of collection in the event of default of payment by the client, including a reasonable attorney's fee. In the event of delinquent payments, the client will be charged a rate of 1½ % interest for every month after the first 30 days.



Moran Signs & Lighting, Inc  
1600 W. Lake Street  
Ste 103B #140  
Addison, IL 60101



# Proposal

Date 6/27/2018  
Proposal # 14990

## Name / Address

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

## Terms

Other

| Description   | Total      |
|---|------------|
| FABRICATION:  |            |
| Fabrication of One (1) set of channel letters "JOEY C's DELI"   | 2,260.00   |
| Fabricate Nine (2) window graphics and Two (2) graphics   | 560.00     |
| Fabricate Two (2) "hours" sign  | 100.00     |
| INSTALLATION:   |            |
| Installation of One (1) set of channel letters "JOEY C's DELI"  | 695.00     |
| Installation of Nine (2) window graphics and Two (2) graphics   | 495.00     |
| Installation of Two (2) "hours" sign  | 75.00      |
| ADMINISTRATIVE:   |            |
| Stafftime for permitting*   | 195.00     |
| Artwork   | 195.00     |
| Survey  | 195.00     |
| REMOVAL - TBD   |            |
| PROJECT LOCATION: 18 S Addison St., Bensenville, IL 60106   |            |
| *Please note stafftime does not include permit cost. Permit cost are TBD by municipality and are to be paid by customer |            |
| Thank you for your business   |            |
| Total   | \$4,770.00 |

Moran Signs & Lighting, Inc  
info@moransigns.com  
www.moransigns.com

630-366-6775/ 630-550-0309

Prices are valid for 30 days

**FAÇADE IMPROVEMENT AGREEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE  
AND JOEY C'S DELI FOR THE  
PROPERTY LOCATED AT  
18 SOUTH ADDISON STREET  
BENSENVILLE, IL**

**PIN: 03-14-404-014-0000**

**This Façade Improvement Agreement** (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, (the "Effective Date") by and between the Village of Bensenville, an Illinois municipal corporation located in DuPage and Cook Counties, Illinois (the "Village") and \_\_\_\_\_ ("Owner/Lessee<sup>1</sup>"); the Village and the Owner/Lessee may hereinafter be generically referred to as a "Party" and collectively as the "Parties,"

**WITNESSETH:**

WHEREAS, pursuant to adoption of Ordinances No. 91 – 2013 and No. 38 - 2017 the Village has established a Façade Improvement Program for application within the Downtown and Mid-Town/Irving Park Road Corridor Village; and

WHEREAS, said Façade Improvement Program is administered by the Village for the purpose of making grants to government and commercial entities for the improvement and maintenance of commercial structures in the Village with the goal of promoting economic development within the Village; and

WHEREAS, pursuant to the Façade Improvement Program, the Village has agreed to participate, subject to its sole discretion, in reimbursing Owner/Lessee for façade improvements such as: the cost of (1) repair and replacement of exterior exit doors to provide public access, meet current building and fire codes, and/or improve the overall appearance of the building; (2)

---

<sup>1</sup> Designate which party is executing the Agreement. If by Lessee, must secure acknowledgement and approval from Owner as to the proposed façade improvement to be undertaken.



repair, replacement, or addition of exterior shutters and awnings, except for backlit and/or plastic awnings; (3) repair and replacement of signs; (4) repair, replacement, and installation of exterior stairs, porches, railings, and exit facilities; (5) repair and rebuilding of exterior walls; (6) repair of windows, frames, sills, glazing, replacement of glass, and installation of new windows; (7) repair or construction of cornices in order to replicate the building's original façade; (8) repair, installation, replacement, or addition of any other improvement the Village Manager or his designee, deems appropriate; and (9) other actions, aside from the aforementioned eligible costs, which have been determined by the Board of Trustees to increase the overall assessed valuation of the property; and

WHEREAS, the total sum of Ten Thousand and 00/100 Dollars (\$10,000.00) shall be made available to eligible grant applicants, subject to proper application and approval of the proposed expenditures in the manner set forth in Ordinance No.91 – 2013 and No. 38 - 2017.

NOW, THEREFORE, in consideration of the foregoing promises and in further consideration of the mutual covenants, conditions and agreements herein contained, the Parties hereto agree as follows:

Section 1. The above recitals are hereby incorporated into and made a part of this Agreement by reference as if fully set forth herein.

Section 2. The Owner/Lessee has applied for a grant in the amount not to exceed \$2,750, as set forth in the grant application, attached hereto and made a part hereof as Exhibit "A."

Section 3. Upon review of the grant application, the Village has determined that the Owner/Lessee is eligible for payment of up to \$2,750 in grant monies.

Section 4. No improvement work for which grant monies are sought shall be undertaken until its design has been submitted to and approved by the Village Board in compliance

with Ordinance No. \_\_\_\_\_. Following approval, the Owner/Lessee shall contract for the work and shall commence and complete all such work within \_\_\_\_\_ from the date of approval.

Section 5. The Director of the Community Development Department or his designee shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the Owner/Lessee and made to comply with the approved plans, design drawings and specifications.

Section 6. The Village shall pay to Owner/Lessee the agreed upon grant amount, subject to the Village's receipt of paid receipts, contractor and subcontractor sworn statements, and all applicable lien waivers at the completion of the work.

Section 7. If the Owner/Lessee or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Director of Community and Economic Development to the Owner/Lessee at the address provided in the application, the Agreement shall terminate and the financial obligation of the Village hereunder shall cease and become null and void.

Section 8. Should the Owner/Lessee be found to have improperly used the grant money, or to have otherwise abandoned the subject premises before completion of the eligible cost items, the Village shall have a lien against the subject premises in its favor in the amount of the façade improvement grant released to the Owner/Lessee and not used to pay a designated contractor for work undertaken as part of the approved application.

Section 9. The Owner/Lessee releases the Village from, and covenants and agrees that the Village shall not be liable for, and covenants and agrees to indemnify and hold harmless the Village and its officials, officers, employees and agents from and against any and all losses, claims, damages, liabilities or expenses, of any kind, character or nature arising out of, resulting from, or in any way connected with, directly or indirectly, the facade improvement undertaken, including but not limited to actions arising from the Prevailing Wage Act (820 ILCs 30/0.01 *et seq.*). The Owner/Lessee further covenants and agrees to pay for or to reimburse the Village and its officials, officers, employees and agents for any and all costs, reasonable attorney's fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The Village shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provision of this section shall survive the completion of the facade improvement.

Section 10. Nothing herein is intended to limit, restrict or prohibit the Owner/Lessee from undertaking any other work in or about the subject premises which is in compliance with the Village Code, but unrelated to the facade improvement provided for in this Agreement.

Section 11. This Agreement shall be binding upon the Village and the Owner/Lessee and each of their successors, to said subject premises for a period five (5) years from and after the date of completion and approval of the facade improvement provided for herein. It shall be the responsibility of the Owner/Lessee to inform subsequent Owners/Lessee of the provisions of this Agreement.

Section 12. This Agreement may be executed in duplicate counterparts, each to be assembled to be one original Agreement.

Section 13. Upon execution, this Agreement shall be recorded by the Owner/Lessee in the Office of the Recorder, DuPage County, Illinois.

IN WITNESS WHEREOF, representatives of the Village and the Owner/Lessee have executed this Agreement on the date first appearing above.

VILLAGE OF BENSENVILLE, an Illinois  
Municipal Corporation,

By: \_\_\_\_\_  
Evan Summers, Village Manager

ATTEST:

\_\_\_\_\_  
Village Clerk

OWNER

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(If corporation/business)

ATTEST: (If corporation/business)

\_\_\_\_\_

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

**A RESOLUTION ACCEPTING A RECOMMENDATION TO APPROVE A FAÇADE  
IMPROVEMENT GRANT APPLICATION FOR AN AMOUNT NOT TO EXCEED  
TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00) FOR PROPERTY  
AT 18 SOUTH ADDISON STREET, BENSENVILLE, ILLINOIS, AND APPROVING AN  
AGREEMENT THEREFOR**

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

**WHEREAS**, specifically under Section 8-1-2.5 of the Illinois Municipal Code, 65 ILCS 5/8-1-2.5, the Village is authorized to appropriate and expend funds for economic development purposes, including the making of grants to commercial enterprises that are deemed necessary or desirable for the promotion of economic development within the Village; and

**WHEREAS**, pursuant to Section 8-1-2.5 of the Illinois Municipal Code, the Village has adopted Ordinances No. 91-2013 and No. 38-2017, an Ordinance establishing a façade program within the Village of Bensenville, codified as Section 9-2-10 of the *Bensenville Village Code*, providing for façade improvement grants for retail and commercial purposes within the Downtown and Mid-Town/Irving Park Road Corridor of the Village; and

**WHEREAS**, the Village has received an application (“Application”) for a façade improvement grant for certain property within the Downtown at 18 S. Center St., Bensenville, Illinois; and

**WHEREAS**, pursuant to Section 9-2-10. C. 1. and 2. of the *Bensenville Village Code*, the Community and Economic Development Committee of the Village Board of Trustees has reviewed the Application and determined that the project therein complies with applicable designs standards and other requirements of the façade improvement grant program, and, accordingly, has recommended the approval of the Application for a façade improvement grant in an amount not to exceed Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) and subject to other conditions as set forth in the Façade Improvement Grant Agreement between the Village of Bensenville and Joey C’s Deli for the Property Located at 18 S. Addison St., Bensenville, Illinois (“Agreement”), which is attached hereto as Exhibit “A” and incorporated herein by reference; and

**WHEREAS**, Section 9-2-10. C. 3. of the *Bensenville Village Code*, requires all façade improvement grant agreements to be approved by Resolution of the President and Board of Trustees of the Village; and

**WHEREAS**, the President and Board of Trustees of the Village have considered the Application and the Community and Economic Development Committee’s recommendation that it be approved, and has determined that it is in the best interests of the Village that the Community and Economic Development Committee’s recommendation be accepted and the Agreement approved,

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

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

**SECTION 2.** The Community and Economic Development Committee's recommendation of the Application is hereby accepted and the Façade Improvement Grant Agreement between the Village of Bensenville and Joey C's Deli for the Property Located at 18 S. Addison St. Bensenville, Illinois, in Exhibit "A," attached hereto, is hereby approved.

**SECTION 3.** The Village Manager is hereby authorized to execute and the Village Clerk to attest to the Agreement.

**SECTION 4.** All ordinances or resolutions in conflict with this Resolution are, to the extent thereof, hereby repealed.

**SECTION 5.** 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

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

ATTEST:

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

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

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

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

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.17.18**DESCRIPTION:**

Consideration of an Ordinance Approving Ammedment to Final Planned Unit Development to install signage for MTR LLC at 900-930 County Line Road, Bensenville

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

07.17.18

**BACKGROUND:**

1. The Petitioner would like to amend their previously approved PUD to include deviations from the code for signage, to include: an Electronic Message Center Sign and three (3) wall signs.
2. Electronic Message Center signs are conditional uses.
3. Code only allows one wall sign per business frontage. The applicant would like to install an additional two.

**KEY ISSUES:**

1. A monument sign was removed to allow for construction of the multi-use path along County Line.
2. The additional wall signs are a requirement of the dealership brand.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Conditional Use Permit and Variance be approved.
2. At the Public Hearing on July 3, 2018, the Community Development Commission voted unanimously (4-0) 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 a Conditional Use Permit (Electronic Message Center sign) and Variance (Wall Sign Number Permitted) for MTR LLC located at 900-930 County Line Road.

**ATTACHMENTS:**

| <b><u>Description</u></b> | <b><u>Upload Date</u></b> | <b><u>Type</u></b> |
|---------------------------|---------------------------|--------------------|
| Aerial & Zoning Maps      | 6/28/2018                 | Backup Material    |
| Legal Notice              | 6/28/2018                 | Backup Material    |
| Application               | 6/28/2018                 | Backup Material    |
| Staff Report              | 6/28/2018                 | Executive Summary  |
| Plans                     | 6/28/2018                 | Backup Material    |

Plat of Survey  
CDC Draft Minutes  
Draft Ordinance

6/28/2018  
7/10/2018  
7/10/2018

Backup Material  
Backup Material  
Ordinance





## Village of Bensenville

900 S County Line Rd

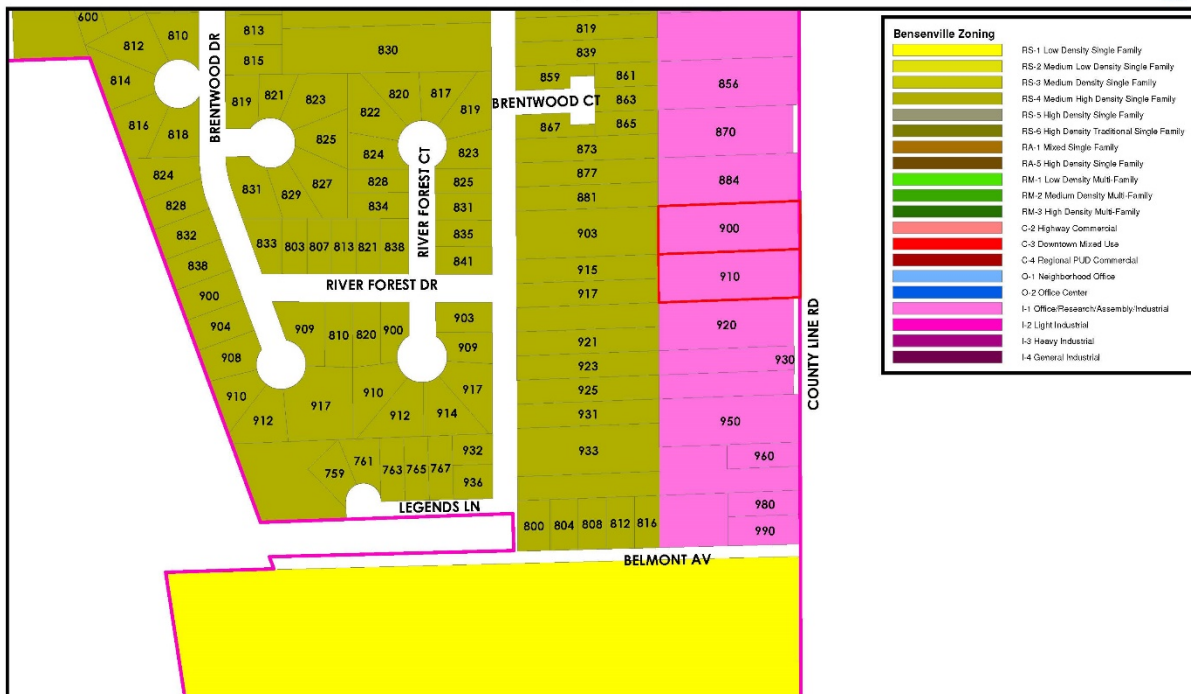


Date: 6/11/2018



## Village of Bensenville

Zoning Map



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

NOTICE IS HEREBY GIVEN that on Tuesday, July 3, 2018 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. 2018 – 15 to consider a request for:

An Ammedment to Final Planned Unit Development, Municipal Code Section 10 – 10  
including departures from Municipal Code to include:

Conditional Use Permit, Electronic Message Center Sign,  
Municipal Code Section 10 – 18 – 6 - 1B; and

Variance, Wall Signs Number Permitted,  
Municipal Code Section 10 – 18 – 12.

900-930 County Line Road is in an I – 1 Office/Research/Assembly/Industrial 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:

LOT 11, LOT 12, LOT 13 (EXCEPT THE EAST 17 FEET THEREOF), AND THE NORTH HALF OF LOT 14 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 3 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 900-930 County Line Road, Bensenville, DuPage County, Illinois (Permanent Index Nos. 03-24-406-037, -038, -072, -076).

MTR LLC of 135 East George Street, Bensenville, IL 60106 is the owner and applicant for the subject property.

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 July 3, 2018 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
June 14, 2018**

| For Office Use Only               |                       |                           |
|-----------------------------------|-----------------------|---------------------------|
| Date of Submission: <u>6.1.18</u> | MUNIS Account # _____ | CDC Case # <u>2018-15</u> |

## COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 900 - 920 County Line Road

Property Index Number(s) (PIN): 03 - 24 - 406 - 037, -038, -072, -076

**A. OWNER:**

|                                    |                                  |          |
|------------------------------------|----------------------------------|----------|
| MTR LLC, Eduardo Loya, Daniel Loya |                                  |          |
| Name                               | Corporation (if applicable)      |          |
| 135 East George Street             |                                  |          |
| Street                             |                                  |          |
| Bensenville                        | Illinois                         | 60106    |
| City                               | State                            | Zip Code |
| Eduardo Loya                       | 773-575-6067                     |          |
| Contact Person                     | Telephone Number & Email Address |          |

Mobile Truck Loan @  
gmail.com

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

Owner Signature: Eduardo Loya Date: 05-31-2018

**B. APPLICANT:** ☒ Check box if same as owner

|   |                                  |          |
|---|----------------------------------|----------|
| Name  | Corporation (if applicable)      |          |
| Street  |                                  |          |
| City  | State                            | Zip Code |
| Contact Person                                | Telephone Number & Email Address |          |
| Relationship of Applicant to subject property |                                  |          |

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C. ACTION REQUESTED (Check applicable):**

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

\*See staff for additional information on PUD requests

\*\*Item located within this application packet.

**SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):**

- ☒ Affidavit of Ownership\*\* (signed/notarized)
- ☒ Application\*\*
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☐ Site Plan
- ☒ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Review Fee (Application Fee + Escrow)
- ☐ Escrow agreement and deposit\*\*
- ☐ Digital Submission of all application materials (CD)

**Brief Description of Request(s):** (Submit separate sheet if necessary)

Amend Planned Unit Development , Conditional Use Permit

for various signage; three wall signs (one permitted) and a freestanding Electronic Message Center sign

**D. PROJECT DATA:**

1. General description of the site: Industrial site developed with two freestanding buildings, parking and detention
2. Acreage of the site: 3.31 Acres Building Size (if applicable): 11,954 SQFT & 12,637 SQFT
3. Is this property within the Village limits? (Check applicable below)  
☒ Yes  
☐ No, requesting annexation  
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)  
PUD Ordinance #32 - 2016

**5. Character of the site and surrounding area:**

|        | Zoning        | Existing Land Use                | Jurisdiction         |
|--------|---------------|----------------------------------|----------------------|
| Site:  | <u>I - 1</u>  | <u>Industrial</u>                | <u>Bensenville</u>   |
| North: | <u>I - 1</u>  | <u>Industrial</u>                | <u>Bensenville</u>   |
| East:  | <u>I - 2</u>  | <u>Industrial</u>                | <u>Franklin Park</u> |
| South: | <u>I - 1</u>  | <u>Industrial</u>                | <u>Bensenville</u>   |
| West:  | <u>RS - 4</u> | <u>Single Family Residential</u> | <u>Bensenville</u>   |

**E. DEVELOPER'S STAFF (if applicable):**

**ARCHITECT**

Name: Ray Feign

Telephone: 630-744-5536

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

**ENGINEER:**

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

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

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

**ATTORNEY**

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

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

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

**OTHER**

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

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

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

**F. APPROVAL CRITERIA:**

1. Select the "Approval Criteria" from the list(s) found on the pg. 6 – 7 pertaining to the applicant's request(s).
2. The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the list. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."



**STAFF REPORT**

**HEARING DATE:** July 3, 2018  
**CASE #:** 2018 – 15  
**PROPERTY:** 900-930 County Line Road  
**PROPERTY OWNER:** MTR  
**APPLICANT** same  
**SITE SIZE:** 84,000 SF  
**BUILDING SIZE:** 12,000 SF  
**PIN NUMBERS:** 03-24-406-037, -038, -072, -076  
**ZONING:** RS – 5 High Density Single Family District  
**REQUEST:** An Ammedment to Final Planned Unit Development,  
Municipal Code Section 10 – 10 including departures  
from Municipal Code to include:  
Conditional Use Permit, Electronic Message Center Sign,  
Municipal Code Section 10 – 18 – 6 - 1B; and  
Variance, Wall Signs Number Permitted,  
Municipal Code Section 10 – 18 – 12.

**PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday June 14, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday June 15, 2018.
3. On Friday June 15, 2018, 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 would like to amend their previously approved PUD to include deviations from the code for signage, to include: an Electronic Message Center Sign and three (3) wall signs. Electronic Message Center signs are conditional uses. Code only allows one wall sign per business frontage. The applicant would like to install an additional two.

**SURROUNDING LAND USES:**

|              | <b>Zoning</b> | <b>Land Use</b> | <b>Comprehensive Plan</b>  | <b>Jurisdiction</b>    |
|--------------|---------------|-----------------|----------------------------|------------------------|
| <b>Site</b>  | I – 1         | Industrial      | Commercial/Industrial Flex | Village of Bensenville |
| <b>North</b> | I – 1         | Industrial      | Commercial/Industrial Flex | Village of Bensenville |
| <b>South</b> | I – 1         | Industrial      | Commercial/Industrial Flex | Village of Bensenville |
| <b>West</b>  | RS – 4        | Residential     | Single Family Residential  | Village of Bensenville |
| <b>East</b>  | I – 2         | Industrial      | Industrial                 | Franklin Park          |

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

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

Finance:

No issues.

Police:

No police issues.

Engineering and Public Works:

Public Works:

No comments.

## Engineering:

No comments.

Community & Economic Development:

Economic Development:

Generally supportive of the amendment for the Electronic Message Center sign and three wall signs. Additional clear signage will assist customers locate the facility, helping to drive sales and ultimately sales tax for the Village.

## Fire Safety:

No comments.

## Building:

No comments.

## Planning:

- 1) The 2015 Comprehensive Plan indicates “Commercial/Industrial Flex” for this property.
- 2) This project was approved for a Planned Unit Development in 2016.
- 3) There was a prior freestanding sign was removed to facilitate the pathway along County Line Road.

- 4) The request for an electronic message center sign is a common request and appropriate for this use and area.
- 5) The sign should have all the controls that allow for medications to brightness, on/off, etc.
- 6) All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.
- 7) Maximum permitted height for monument signs is 8 feet. This proposal is 8 feet.
- 8) Maximum permitted area for monument signs is one-half (1/2) square foot of sign area per one linear foot of street frontage, up to a maximum of fifty (50) square feet. This proposed area is 46.6 square feet.
- 9) EMC are allowed to be a maximum of 50% of the sign area. The proposed EMC is at 50%.
- 10) Variances for number of wall signs have been requested and granted prior.
- 11) The number of wall signs requested is appropriate for this type of use.
- 12) The combined maximum gross sign area for all wall, awning/canopy, and permanent window signs, for each business establishment shall not exceed one and one-half (1 ½) square feet of sign area per one linear foot of building frontage for a maximum allowed of 137 square feet for this site. They are proposing 74 combined square feet of wall signs.

#### **APPROVAL CRITERIA FOR CONDITIONAL USES:**

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

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant's Response: There will be no adverse impact.**

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

**Applicant's Response: There will not be any environmental nuisance.**

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant's Response: The proposed use will fit harmoniously with the existing character on the existing sign. Will not have any adverse effects to the surrounding area.**

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant's Response: The proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in an I-1 District.**

- 5. Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant's Response: There is a need for the Village of Bensenville to keep its commercial properties occupied.**

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

**Applicant's Response: The EMC sign will allow the business to draw new customers, increasing sales and tax to the Village.**

| <b>Conditional Use Approval Criteria</b> | <b>Meets Criteria</b> |           |
|--|-----------------------|-----------|
|  | <b>Yes</b>            | <b>No</b> |
| 1. Traffic                               | X                     |           |
| 2. Environmental Nuisance                | X                     |           |
| 3. Neighborhood Character                | X                     |           |
| 4. Public Services and Facilities        | X                     |           |
| 5. Public Necessity                      | X                     |           |
| 6. Other Factors                         | X                     |           |

#### **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: Fuso is the brand of trucks we sell. The two additional signs allow us to advertise our name and the truck brand we sell while also giving a the building a symmetrical look.**

- 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: Not having the additional signs for the truck brand could decrease sales, causing undue hardship.**



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: One wall sign would not effectively advertise our business.**

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: This is not resulting from our action.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: This variance would not confer special privilege.**

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

**Response: The variance will allow reasonable economic return.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: It will not alter local character.**

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

**Response: It is consistent with the title and plan.**

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

**Response: This is the minimum variance needed.**

| <b>Variances Approval Criteria</b>       | <b>Meets Criteria</b> |           |
|--|-----------------------|-----------|
|  | <i>Yes</i>            | <i>No</i> |
| 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 Variance for MTR, with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.
2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

Respectfully Submitted,  
Department of Community  
& Economic Development

# MTR TRUCK CENTER

910-940 N. COUNTY LINE ROAD, BENSENVILLE, ILLINOIS, 60106

PRESENTED BY: KEVIN WONG

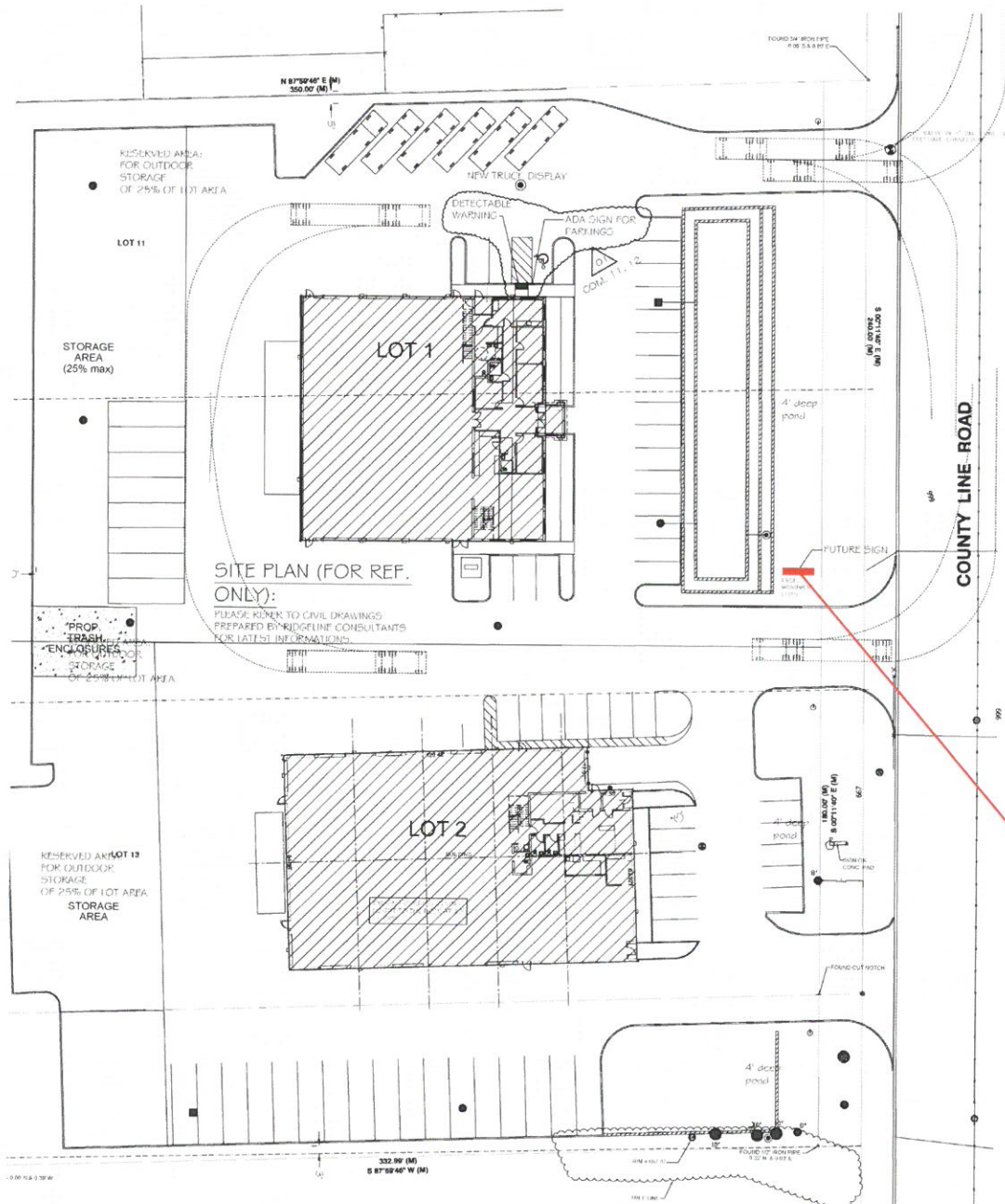


E365547



Tel: 773-847-2828 Fax 773-847-0088  
3401 S. Halsted Street  
Chicago, IL 60608  
U.S.A

## SITE LOCATION

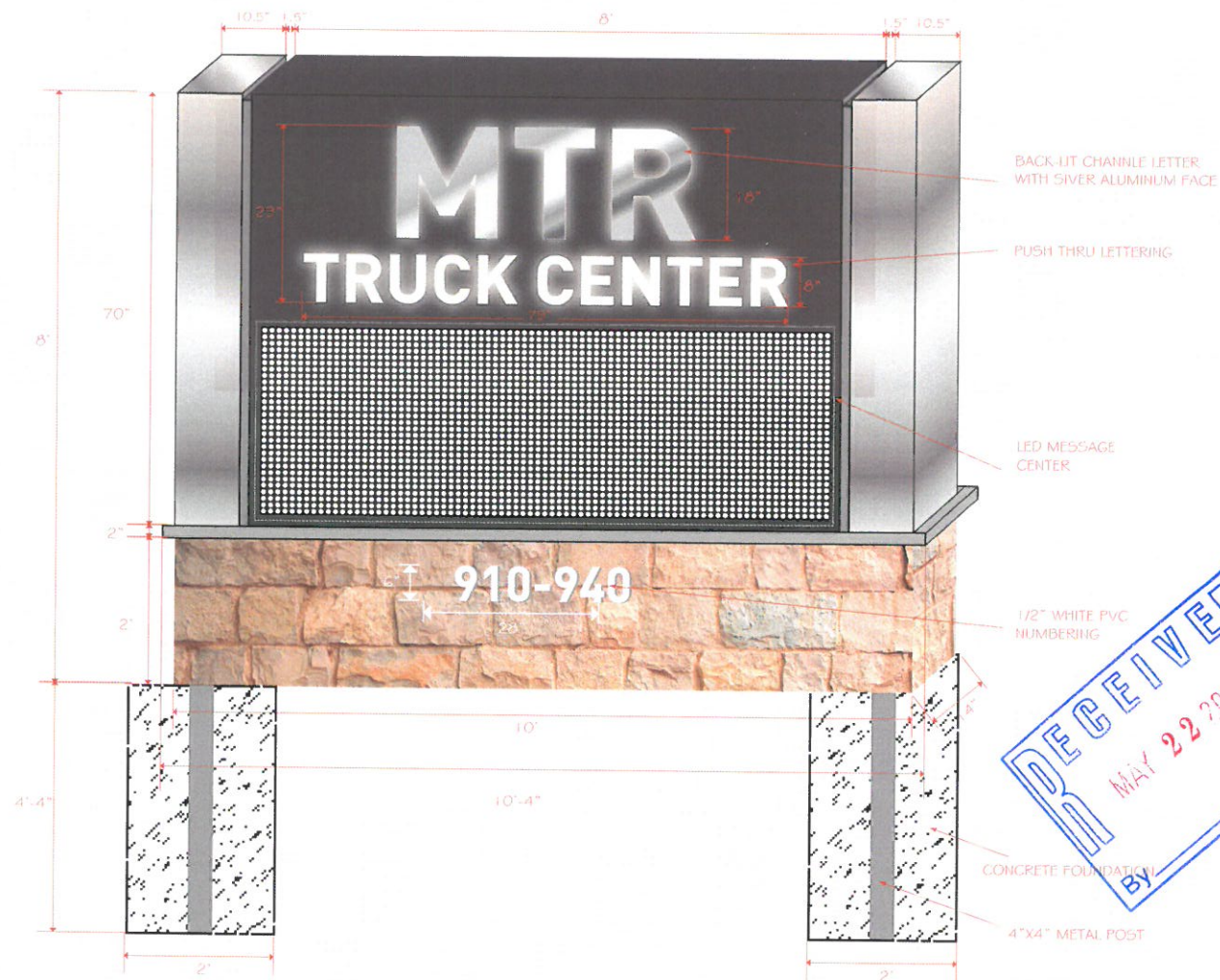


A blue rectangular stamp with the word 'RECEIVED' in large, outlined capital letters at the top. Below it, the date 'MAY 22 2018' is stamped in red. At the bottom, there is a line for a signature, preceded by the word 'By' in blue.

## Sign Location



# SIGN 1: INTERNALLY ILLUMINATED DOUBLE FACE MONUMENT SIGN



BACK-LIT CHANNEL LETTER



PUSH THRU LETTER



## SPECIFICATIONS

|               | TO BE CONFIRM        |
|---------------|----------------------|
| Area:         | 8' H x 12' W         |
| Total Sq.Ft.: | 83 ft <sup>2</sup>   |
| Illumination: | White LED            |
| Face:         | White, Silver, Black |

## ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical to sign. Power to the sign must be done by a licensed electrical contractor or licensed electrician.

Each sign must have:

1. A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral



Client Name:  
MTR

Location:  
910-940 N. COUNTY LINE ROAD,  
BENSENVILLE, ILLINOIS, 60106

Start Date: 04/06/2018

Last Revision:

Job#:

Drawing#:

Page: 3/6

Client Approval

Landlord Approval

Sales Rep:  
kw  
Designer:  
SL





# SIGN 1: INTERNALLY ILLUMINATED DOUBLE FACE MONUMENT SIGN



**Client Name:**  
MTR

**Location:**  
910-940 N. COUNTY LINE ROAD,  
BENSENVILLE, ILLINOIS, 60106

**Start Date:** 04/06/2018

**Last Revision:**

**Job#:**

**Drawing#:**

**Page:** 4/6

• .....  
Client Approval

• .....  
Landlord Approval

**Sales Rep:**  
kw  
**Designer:**  
SL





# SITE VIEW



**Client Name:**  
MTR

**Location:**  
910-940 N. COUNTY LINE ROAD,  
BENSENVILLE, ILLINOIS, 60106

**Start Date:** 05/11/2018

**Last Revision:**

**Job#:**

**Drawing#:**

**Page:** 3/6

.....  
Client Approval

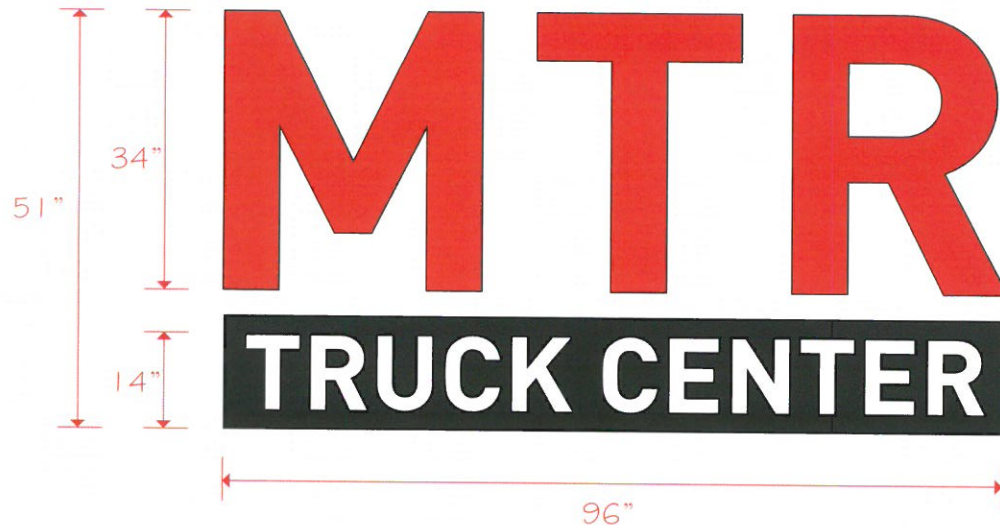
.....  
Landlord Approval

**Sales Rep:**  
kw  
**Designer:**  
SL



# SIGN 1: INTERNALLY ILLUMINATED CHANNEL LETTER

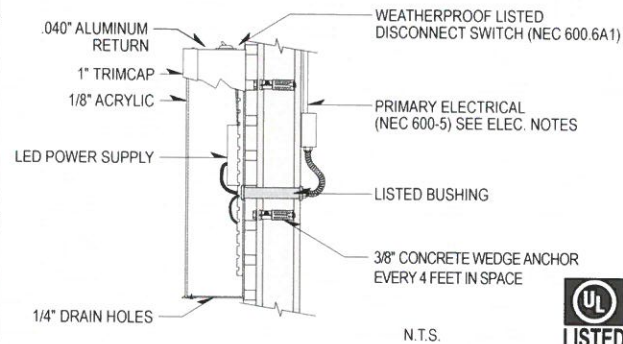
Front-Lit, Channel Letters w/ LED, Flush Mounted



## SPECIFICATIONS

|               | TO BE CONFIRM      |
|---------------|--------------------|
| Area:         | 51"H x 96"W        |
| Total Sq.Ft.: | 34 ft <sup>2</sup> |
| Returns:      | Black              |
| Trimcap:      | Black              |
| Illumination: | White LED          |
| Face:         | White, Black, Red  |

## CHANNEL LETTER - TYPICAL SECTION - FLUSH MOUNTED



## ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical to sign. Power to the sign must be done by a licensed electrical contractor or licensed electrician.

Each sign must have:

1. A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral



**Client Name:**  
MTR

**Location:**  
910-940 N. COUNTY LINE ROAD,  
BENSENVILLE, ILLINOIS, 60106

**Start Date:** 05/11/2018

**Last Revision:**

**Job#:**

**Drawing#:**

**Page:** 4/6

.....  
Client Approval

.....  
Landlord Approval

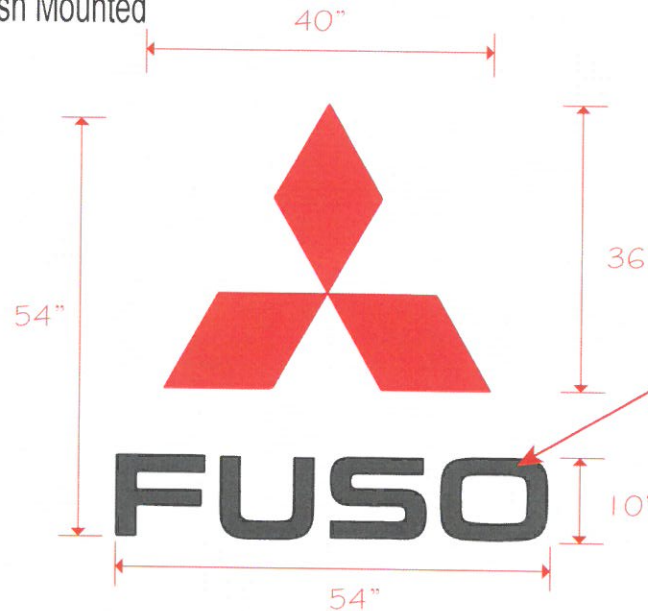
**Sales Rep:**  
kw  
**Designer:**  
SL





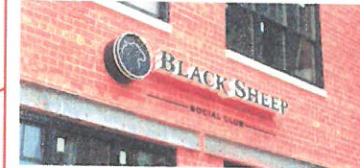
# SIGN 3: INTERNALLY ILLUMINATED CHANNEL LETTER

Front-Lit, Channel Letters w/ LED, Flush Mounted



## BLACK & WHITE CHANNEL LETTER

### DAY VIEW SAMPLE



### NIGHT VIEW SAMPLE

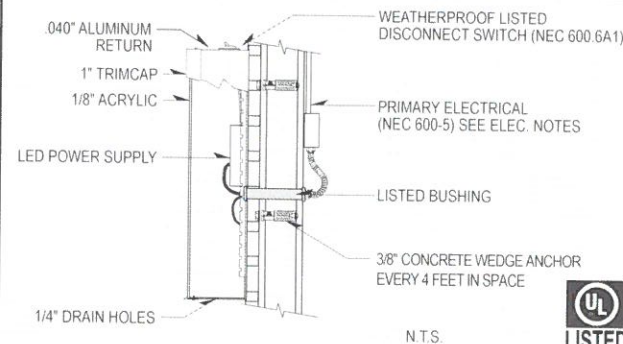


## SPECIFICATIONS

Area: 54"H x 54"W  
Total Sq.Ft.: 20 ft<sup>2</sup>  
Returns: Black  
Trimcap: Black  
Illumination: White LED  
Face: Red, Black

TO BE CONFIRM

## CHANNEL LETTER - TYPICAL SECTION - FLUSH MOUNTED



N.T.S.



## ELECTRICAL NOTES

Sign Company DOES NOT provide primary electrical to sign.  
Power to the sign must be done by a licensed electrical contractor or licensed electrician.

Each sign must have:

1. A minimum of one dedicated 120V 20A circuit
2. Junction box installed within 6 feet of sign
3. Three wires: Line, Ground, Neutral



Client Name:  
MTR

Location:  
910-940 N. COUNTY LINE ROAD,  
BENSENVILLE, ILLINOIS, 60106

Start Date: 05/11/2018

Last Revision:

Job#:

Drawing#:

Page: 6/6

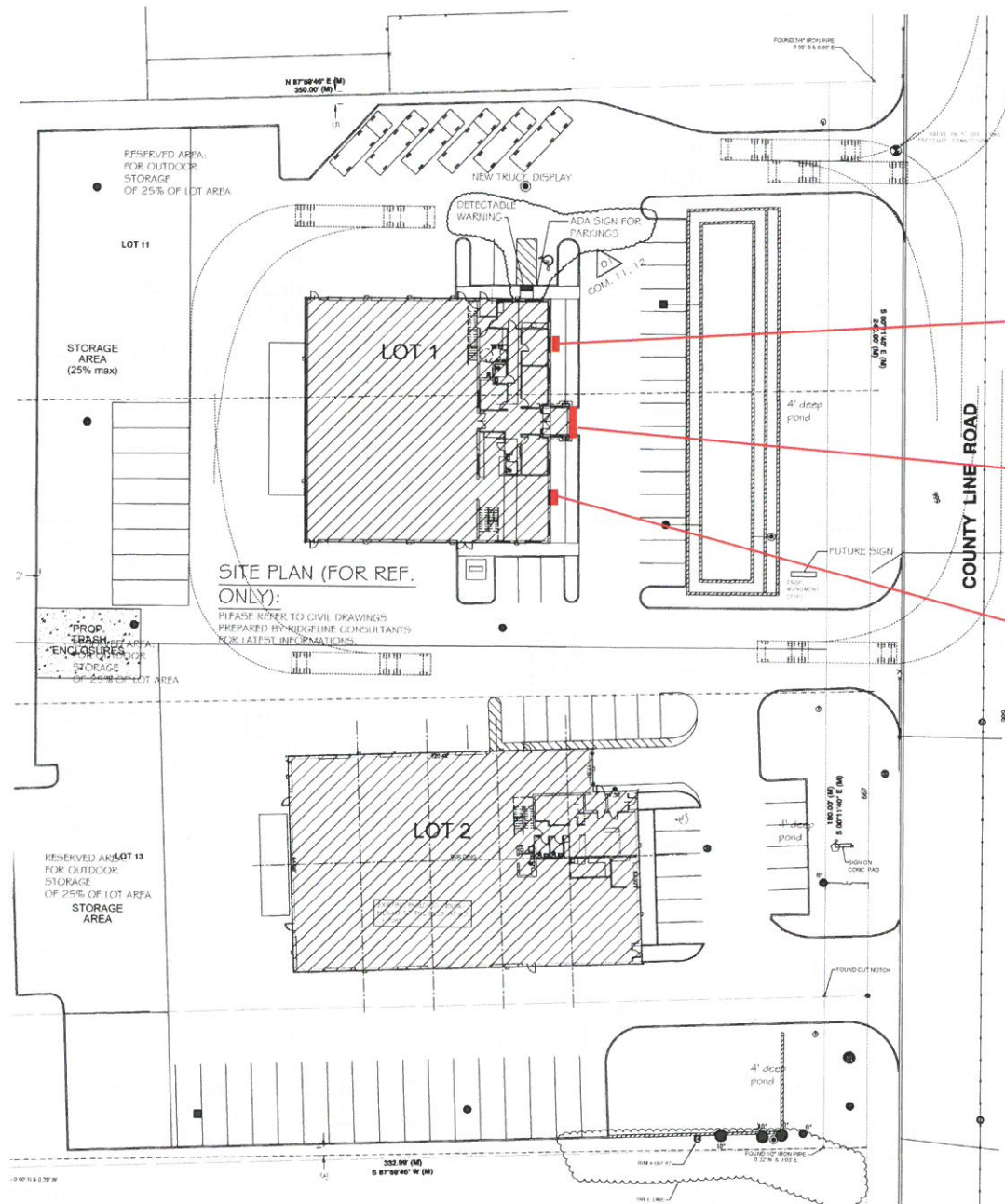
.....  
Client Approval

.....  
Landlord Approval

Sales Rep:  
kw  
Designer:  
SL



# SITE LOCATION



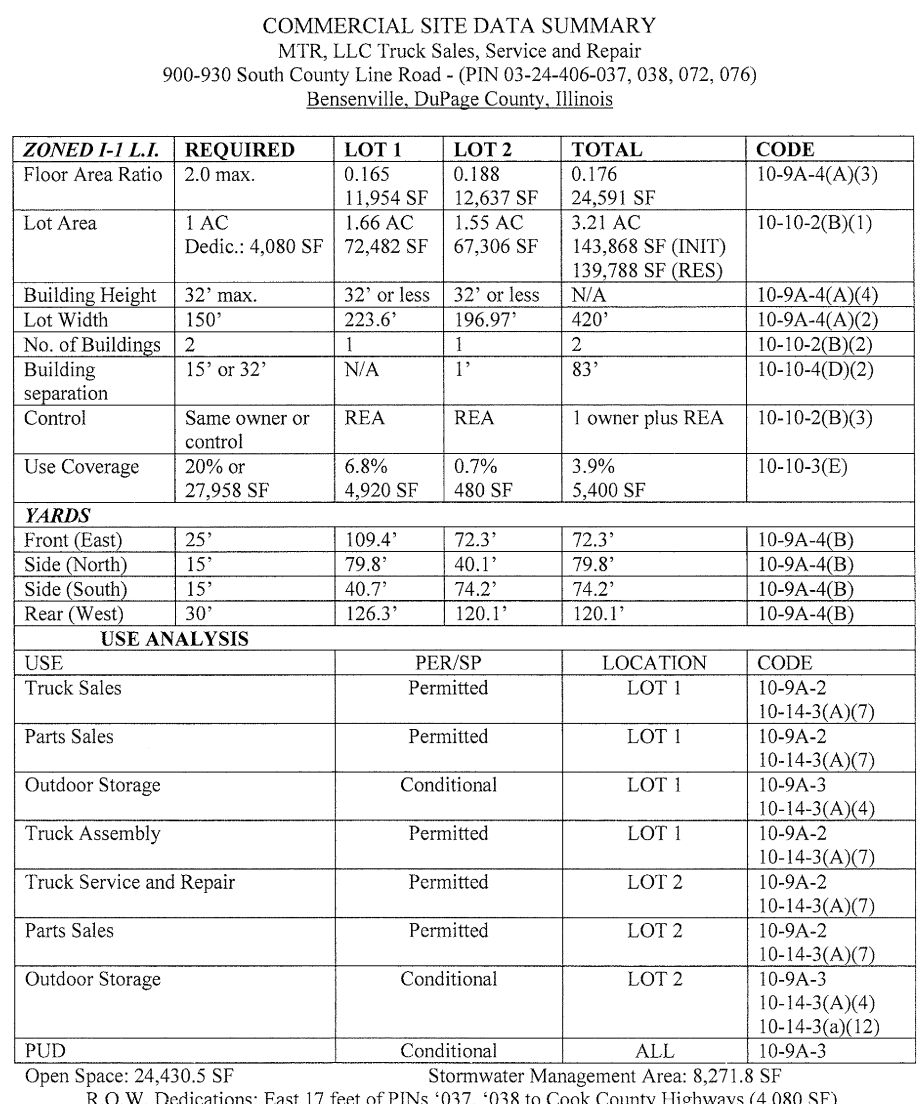
Sign 2

Sign 1

Sign 3















## SYMBOL LEGEND

- PHASING
- |           |   |
|-----------|---|
| PHASE I-  | ALL SITE WORK<br>LOT 1 DEVELOPMENT  |
| PHASE II- | LOT 2 BUILDING MODIFICATION<br>DEMOLITION OF LOT 2 SIGN<br>LOT 2 NORTH PARKING AREA |

-  = CATCH BASIN
-  = HYDRANT
-  = SANITARY MANHOLE
-  = STORM MANHOLE
-  = SQUARE CURB DRAIN
-  = UNKNOWN MANHOLE
-  = WATER MANHOLE
-  = WATER VALVE

BUILDING SETBACK = \_\_\_\_\_

SANITARY SEWER = \_\_\_\_\_

STORM SEWER = \_\_\_\_\_

WATER LINE = \_\_\_\_\_

PARKING SPACE PROVISION = ⑥

PROPOSED CURB & GUTTER = \_\_\_\_\_

EXISTING CURB & GUTTER = \_\_\_\_\_

# I-1 ZONING BENSENVILLE

# RS-4 ZONING BENSENVILLE

# I-2 ZONING FRANKLIN PARK

33' I-1 ZONING  
BENSENVILLE

# I-1 ZONING BENSENVILLE

OWNER:  
MTR, LLC  
135 EAST GEORGE STREET  
BENSENVILLE, IL 60106

2015-0605

**SHEET**  
**OF**

BY, JH  
D BY, JL  
04/11/16  
1°=20'

**COMBINED PRELIMINARY & FINAL PLAN OF  
PLANNED UNIT DEVELOPMENT OF MTR PLAZA  
BENSENVILLE, ILLINOIS**

[illegible]**RIDGELINE CONSULTANTS, LLC**

PHONE (630) 801-7927 . Fax (630) 701-1385  
1661 AUCUTT ROAD, MONTGOMERY, IL 60538 ILLINOIS  
PROFESSIONAL DESIGN FIRM: 184.004766



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

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

July 3, 2018

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

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

**STAFF PRESENT:** K. Pozsgay, C. Williamsen,

**JOURNAL OF PROCEEDINGS:** The minutes of the Community Development Commission Meeting of June 5, 2018 were presented.

**Motion:** Commissioner Marcotte made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

**PUBLIC COMMENT:** There was no Public Comment

**Continued Public Hearing:** CDC Case Number 2018-08  
**Petitioner:** Thornton's, Inc.  
**Location:** 601 N. IL Route 83  
**Request:** A Conditional Use Permit Amendment to Ordinance Ord. No. 53A-2012 to allow for the construction of two additional truck fueling stations, and Variance, stacking; Municipal Code Section 10 – 11 – 11.

**Motion:** Commissioner Marcotte made a motion to re-open CDC Case No. 2018-08. Commissioner Wasowicz seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:32 p.m.

Chairman Rowe swore in Village Planner, Kurtis Pozsgay.

**Motion:** Commissioner King made a motion to continue CDC Case No, 2018-08 until August 7, 2018. Commissioner Marcotte seconded the motion.

**ROLL CALL:** Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

**Public Hearing:** CDC Case Number 2018-14  
**Petitioner:** Ismail Tchatalbashev  
**Location:** 121 E. Pine Ave.  
**Request:** Preliminary & Final Plat of Subdivision into two single-family lots; Municipal Code Section 11 – 3 and; Variance, Rear Yard Setback; Municipal Code Section 10 – 5E – 4.

**Motion:** Commissioner Marcotte made a motion to open CDC Case No. 2018-14. Commissioner King seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:34 p.m.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on June 14, 2018. Mr. Pozsgay stated 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. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on June 15, 2018. Mr. Pozsgay stated on June 15, 2018 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.

Mr. Pozsgay stated 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. Mr. Pozsgay stated the Petitioner would like to subdivide his lot at northwest corner of E Pine Ave and Rose St. Mr. Pozsgay stated the Petitioner supplied a plat that says the current lot is 12,000 SF, making a subdivision possible, as the minimum lot required is 6,000 SF. Mr. Pozsgay stated if approved, the Petitioner plans to build two new homes on the lots. Mr. Pozsgay stated he would also like a variance to reduce the rear yard setback on the new northernmost parcel.

Mr. Lev Izakson, Architect, was present and sworn in by Chairman Rowe. Mr. Izakson submitted a revised site plan to the Commission. The revised site plan has been attached to the minutes as "Exhibit A". Mr. Izakson stated the revised plans meet Village Code.

Commissioner Marcotte asked how big each home would be. Mr. Izakson stated each home would be approximately 1,800 sq. ft.

Commissioner Marcotte asked what type of home would be constructed. Mr. Izakson stated plans have not been made that far in advance.

Commissioner Wasowicz raised concern with the proposed site plan. Commissioner Wasowicz stated corner side yards are unique in Bensenville and designed for a purpose. Mr. Wasowicz stated cramming two homes on one lot is not ideal for the characteristic of the area.

**Public Comment:**

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case.

**Sue Ricker – 21 E. Pine Ave.**

Ms. Ricker was present and sworn in by Chairman Rowe. Ms. Ricker asked the Commission to continue this case to allow concerned Resident to state their case. Ms. Ricker stated the property currently sits higher than any other property on the block. Ms. Ricker states as a result, other properties flood. Ms. Ricker stated if two home are built on the lot, flooding would worsen in the area.

**Saul & Vanesa Corral – 238 Rose Street**

Mr. and Mrs. Corral were both present and sworn in by Chairman Rowe. Mr. Corral stated they were present objecting to the proposed plan. Mr. Corral stated the property is currently being rented and believes there is an overcrowding issue. Mr. Corral stated there is an illegal business being operated out of the garage which caused a fire on the property. Mr. Corral stated the fire damaged his property and that he is currently in small claims with the property owner. Mr. Corral stated he feared if the plans were approved, the situation would worsen and more renters would move into Bensenville.

Mr. Izakson stated it was his understanding that the property owner's plan is to built the two homes and sell them, not rent them.

Mr. Pozsgay reviewed the approval criteria for the proposed Preliminary & Final Plat of Subdivision into two single-family lots request consisting of:

1. Compatible with Use or Zoning: The uses permitted under the proposed district are compatible with existing uses or existing zoning of property in the environs; or

**Applicant Response: Requested subdivision is compatible with existing use and Zoning classification: Single Family Residential RS-5 District.**

2. Supported By Trend Of Development: The trend of development in the general area since the original zoning was established supports the proposed classification; or

**Applicant Response: Proposed subdivision is consistent with the intent of zoning of existing single-family detached residential neighborhood with densities not exceeding (7.3) dwelling units per acre. The minimum site area is limited to 6,000 sf, the subdivided proposed site area for each of two lots is 6,000 sf.**

3. Consistent with Village Plans: The proposed classification is in harmony with objectives of the general development plan and other applicable Village plans as viewed in light of any changed conditions since their adoption.

**Applicant Response: Requested subdivision is not detrimental to Village plan and is consistent with use and zoning intent of the neighborhood.**

4. **Further Public Interest:** The proposed zoning classification promotes the public interest does not solely further the interest of the applicant.

**Applicant Response:** The proposed subdivision promotes the public interest It does not solely further the interest of the applicant but serves community by removing outdated 864 sf with detached garage structure built in 1927 and set condition for building two (2) single family houses.

5. **Public Services Available:** Adequate public services, such as water supply, sewage disposal, fire protection and street capacity, are anticipated to be available to support the proposed classification by the anticipated date of issuance of a certificate of occupancy.

**Applicant Response:** Adequate services such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support proposed subdivision by anticipated date of issuance of a Certificate of Occupancy.

**Staff Response:** The corner lot does not meet the increased width standards in the code. The right of way is not wide enough according to the subdivision regulations.

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

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

**Response:** This particular parcel facing Rose Street has the depth of 75 ft. Per Zoning Ordinance with the 30 ft front yard and 25 ft rear yard the overall depth of buildable footprint of the new building can only be 20 ft max. Adjacent corner lot facing Pine Street has interior side yard of only 6 ft abutting rear yard of property in question, and a corner yard of 10 ft along the Rose Street. All other neighboring properties facing Rose Street have standard depth of 150 ft and per Zoning Ordinance have rear yard of 25 ft facing alley and only 6 ft side yard setbacks. It is obviously that all owners in the area have opportunity to build wider houses, then the applicant.



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 new house on Rose street if following Zoning setback regulations will have a depth of (20) feet only. This will impose significant hardship for planning leaving areas and make it impossible to have attached garage with depth satisfying modern days criteria.**

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

**Response: The new property on Rose street will have the depth of 75 feet in oppose to other lots along the Rose Street, which all have depth of 150 feet. The adjacent property on Pine street on the other side will have an interior side yard setback of 6 feet abutting required 25 feet rear yard of new property on Rose street.**

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

**Response: The property in question satisfy requirements of the Zoning Ordinance. The seeking variance is only relating to (5) feet reduction of the rear yard setback for the lot on 242 Rose Street to offset the hardship of planning a single-family building on the 75 ft -deep lot in neighborhood of 150 ft deep properties.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: The Variance is necessary for applicant to enjoy the right to have a possibility to have the garage of 25 feet deep is deep to park same type of vehicles as most neighbors in this zoning district may park in their garages. The Applicant does not confer a special privilege ordinarily denied to such other properties.**

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

**Response: The Granting of Variance is necessary because without it the Applicant will be deprived of reasonable use or reasonable return from developing the property having insufficient depth of attached garage and width of the living areas.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: The Granting of the Variance will not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity. The new Variance if granted will not affect front and side yard setbacks, building height and overall floor area requirements for the zoning district.**

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

**Response: The Granting of Variance will be in harmony with the general purpose and intent of this Ordinance and of the General Development plan and with other applicable adopted plans of the Village of Bensenville, 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.**

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

**Response: The Variance approved is the minimum required to provide with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property because it will allow to build a 24 ft clear deep garage and to have 24 ft wide living space.**

Staff Response: The applicant created the issue with the lot split. Staff does not feel the criteria is met for variance.

Mr. Pozsgay stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Plat of Subdivision and Variance for Ismail Tchatalbashev. Mr. Pozsgay stated should the Commission decide to approve, staff recommends the following condition:

1. The Final Plat of Subdivision be in substantial compliance with the one submitted by Nekola Survey, Inc. job no. 18-05-0906.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-14. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:55 p.m.

**Motion:** Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-14 as presented by Staff and to approve the Preliminary & Final Plat of Subdivision into two single-family lots and Variance, Rear Yard Setback. Commissioner Wasowicz seconded the motion.

**ROLL CALL:** Ayes: None

Nays: Rowe, Marcotte, King, Wasowicz

Motion failed.

**Public Hearing:** CDC Case Number 2018-15  
**Petitioner:** MTR  
**Location:** 900-930 County Line Road  
**Request:** An Amendment to Final Planned Unit Development, Municipal Code Section 10 – 10 including departures from Municipal Code to include: Conditional Use Permit, Electronic Message Center Sign, Municipal Code Section 10 – 18 – 6 - 1B; and Variance, Wall Signs Number Permitted, Municipal Code Section 10 – 18 – 12.

**Motion:** Commissioner Marcotte made a motion to open CDC Case No. 2018-15. Commissioner King seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:57 p.m.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on June 14, 2018. Mr. Pozsgay stated 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. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on June 15, 2018. Mr. Pozsgay stated on June 15, 2018 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.

Mr. Pozsgay stated 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. Mr. Pozsgay stated the Petitioner would like to amend their previously approved PUD to include deviations from the code for signage, to include: an Electronic Message Center Sign and three (3) wall signs. Mr. Pozsgay stated Electronic Message Center signs are conditional uses. Mr. Pozsgay stated code only allows one wall sign per business frontage. Mr. Pozsgay stated the applicant would like to install an additional two.

Mr. Kevin Wong, of Monsibic Signs and Graphics, and Mr. Eduardo Loya, owner of MTR were present and sworn in by Chairman Rowe. Mr. Wong reviewed the proposed plans with the Commission.

Commissioner Marcotte asked what the reasoning was for the amount of proposed wall signs. Mr. Loya stated it was required by the dealership.

**Public Comment:**

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case. There were none.

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

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant's Response: There will be no adverse impact.**

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

**Applicant's Response: There will not be any environmental nuisance.**

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant's Response: The proposed use will fit harmoniously with the existing character on the existing sign. Will not have any adverse effects to the surrounding area.**

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant's Response: The proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in an I-1 District.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant's Response: There is a need for the Village of Bensenville to keep its commercial properties occupied.**

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

**Applicant's Response: The EMC sign will allow the business to draw new customers, increasing sales and tax to the Village.**

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

10. **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: Fuso is the brand of trucks we sell. The two additional signs allow us to advertise our name and the truck brand we sell while also giving a the building a symmetrical look.**

- 11. 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: Not having the additional signs for the truck brand could decrease sales, causing undue hardship.**

- 12. 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: One wall sign would not effectively advertise our business.**

- 13. 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: This is not resulting from our action.**

- 14. 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: This variance would not confer special privilege.**

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

**Response: The variance will allow reasonable economic return.**

16. **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: It will not alter local character.**

17. **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: It is consistent with the title and plan.**

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

**Response: This is the minimum variance needed.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.
2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commission.



Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-15. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:06 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Amendment to Final Planned Unit Development and Conditional Use Permit, Electronic Message Center Sign. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Variance, Wall Signs Number Permitted. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

### **Report from Community**

**Development:** Mr. Pozsgay reviewed both recent CDC cases along with upcoming cases.

Mr. Pozsgay stated the Village has redesigned its façade improvement program and will not require the Commissions input. Mr. Pozsgay presented a submittal from Joey C's located at 18 South Addison Street. There were no objections from the Commission.

Mr. Pozsgay stated there was a need for a special workshop with CMAP and will be sending dates to the Commission once received.

**ADJOURNMENT:** There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:20 p.m.

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE APPROVING CONDITIONAL USE AND VARIANCE TO ALLOW  
AN ELECONTRONIC MESSAGE CENTER SIGN AND WALL SIGNAGE  
FOR THE PROPERTY LOCATED AT  
900-930 COUNTY LINE ROAD, BENSENVILLE, ILLINOIS**

**WHEREAS**, MTR LLC (“Owner”) and (“Applicant”), filed an application for Conditional Use Permit, Electronic Message Center Sign, Municipal Code Section 10 – 18 – 6 – 1B and; Variance, Wall Signs Number Permitted, Municipal Code Section 10 – 18 – 12 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 900-930 County Line Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the conditional use and variance sought by the Applicant was published in the Bensenville Independent on June 14, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on July 3, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant, recommending approval of the conditional use and variance and, thereafter, voted unanimously (4-0) to recommend approval of the conditional use and variance, and forwarded its recommendations, including the Staff Report and findings relative to the conditional use and variance to the Village Board Committee of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on July 17, 2018 the Village Board Committee of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested conditional use and variance as recommended by the Community Development Commission to allow an electronic message center sign and wall signage is consistent with the Zoning Ordinance.

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

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

**SECTION TWO:** That the Subject Property is currently zoned under the Zoning Ordinance as I – 1 Office/Research/Assembly/Industrial District, which zoning classification shall remain in effect subject to the conditional use and variance approved herein.

**SECTION THREE:** That the Staff Report and Recommendation to approve the conditional use and variance sought, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that the approval of said conditional use and variance are proper and necessary.

**SECTION FOUR:** That the conditional use and variance sought by the Applicant to allow an electronic message center sign and wall signage on the Subject Property is hereby approved subject to the following condition:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.
2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this \_\_\_\_ day of \_\_\_\_\_ 2018.

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

ATTEST:

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

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

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

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

**Ordinance # \_\_\_\_\_ - 2018**  
**Exhibit “A”**  
**Legal Description**

The Legal Description is as follows:

LOT 11, LOT 12, LOT 13 (EXCEPT THE EAST 17 FEET THEREOF), AND THE NORTH HALF OF LOT 14 (EXCEPT THE EAST 17 FEET THEREOF) IN BLOCK 3 IN BENSENVILLE FARMS, BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 900-930 County Line Road, Bensenville, DuPage County, Illinois (Permanent Index Nos. 03-24-406-037, -038, -072, -076).

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

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

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant’s Response: There will be no adverse impact.**

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

**Applicant’s Response: There will not be any environmental nuisance.**

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant’s Response: The proposed use will fit harmoniously with the existing character on the existing sign. Will not have any adverse effects to the surrounding area.**

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant’s Response: The proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in an I-1 District.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant’s Response: There is a need for the Village of Bensenville to keep its commercial properties occupied.**

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

**Applicant's Response: The EMC sign will allow the business to draw new customers, increasing sales and tax to the Village.**

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

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

**Response: Fuso is the brand of trucks we sell. The two additional signs allow us to advertise our name and the truck brand we sell while also giving a the building a symmetrical look.**

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: Not having the additional signs for the truck brand could decrease sales, causing undue hardship.**

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: One wall sign would not effectively advertise our business.**

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: This is not resulting from our action.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: This variance would not confer special privilege.**

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

**Response: The variance will allow reasonable economic return.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: It will not alter local character.**

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

**Response: It is consistent with the title and plan.**

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

**Response: This is the minimum variance needed.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.

2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-15. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:06 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Amendment to Final Planned Unit Development and Conditional Use Permit, Electronic Message Center Sign. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Variance, Wall Signs Number Permitted. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

---

Ronald Rowe, Chairman  
Community Development Commission

**TYPE:**Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**07.17.18**DESCRIPTION:**

Consideration of an Ordinance Denying Preliminary & Final Plat of Subdivision for Ismail Tchatalbashev at 121 E. Pine Avenue, Bensenville

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

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

☐

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

**COMMITTEE ACTION:**

Committee of the Whole.

**DATE:**

07.17.18

**BACKGROUND:**

1. The Petitioner would like to subdivide his lot at northwest corner of E Pine Ave and Rose St.
2. The Petitioner supplied a plat that says the current lot is 12,000 SF, making a subdivision possible, as the minimum lot required is 6,000 SF.
3. If approved, the Petitioner plans to build two new homes on the lots.
4. The original petition included a rear yard variation for the north Lot. Subsequent to the Public Hearing the architect has suggested this request could be eliminated.

**KEY ISSUES:**

1. Staff has concerns about size of corner lot.
2. Rose Street right of way is currently only 60 feet. the Subdivision regulations (Municipal Code Section 11-4-1A) requires a minor residential street to have a 66' Right of Way.
3. The proposed Subdivision does not dedicate the additional 3' as mandated by the Code.
4. Several neighbors showed up to voice their opposition to the subdivision.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

1. The staff respectfully recommends that the Preliminary & Final Plat of Subdivision be denied.
2. At the Community Development Commission Public Hearing on July 3, 2018, a motion to recommend approval of the requests failed (0 - 4) therefore the requests come to the Committee of the Whole with a negative recommendation from the CDC.

**BUDGET IMPACT:**

n/a

**ACTION REQUIRED:**

Approval of an Ordinance to deny the requests to subdivide and grant a rear yard variation at 121 E. Pine Ave.

**ATTACHMENTS:**

| <u>Description</u>   | <u>Upload Date</u> | <u>Type</u>     |
|----------------------|--------------------|-----------------|
| Aerial & Zoning Maps | 6/28/2018          | Backup Material |
| Legal Notice         | 6/28/2018          | Backup Material |
| Application          | 6/28/2018          | Backup Material |

|                     |           |                   |
|---------------------|-----------|-------------------|
| Staff Report        | 6/28/2018 | Executive Summary |
| Plat of Survey      | 6/28/2018 | Backup Material   |
| Plat of Subdivision | 6/28/2018 | Backup Material   |
| Plans               | 6/28/2018 | Backup Material   |
| Draft CDC Minutes   | 7/10/2018 | Backup Material   |
| Draft Ordinance     | 7/10/2018 | Ordinance         |



## Village of Bensenville

121 E Pine Av

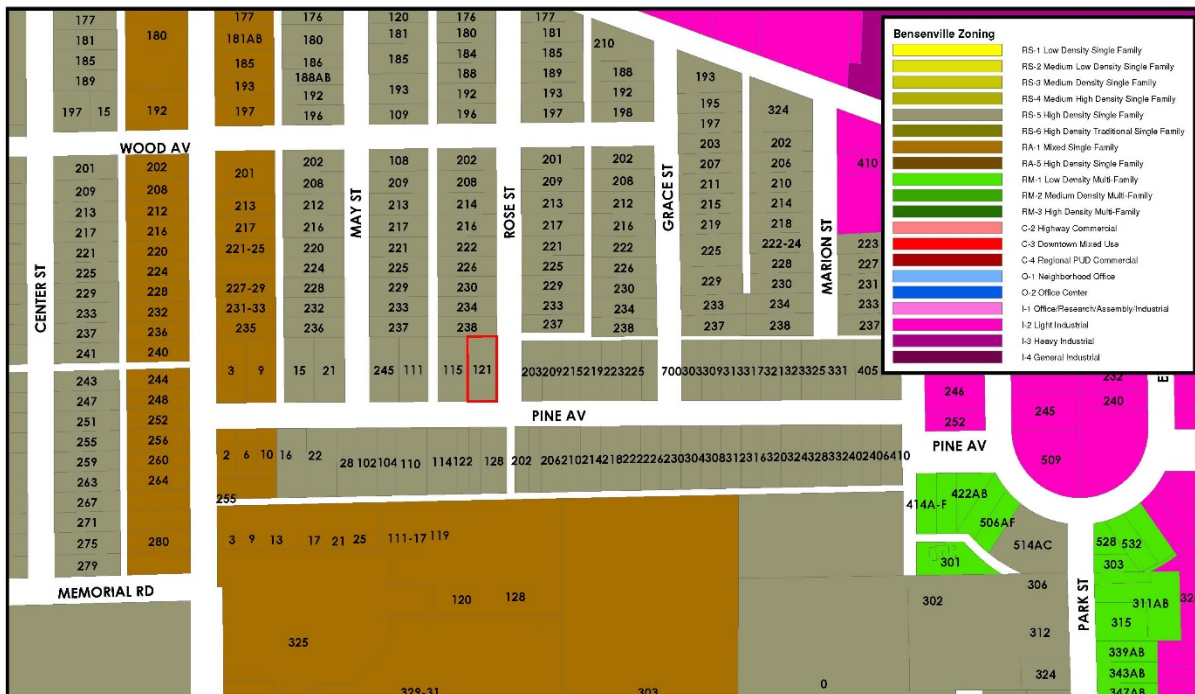


Date: 6/11/2016



## Village of Bensenville

Zoning Map



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

NOTICE IS HEREBY GIVEN that on Tuesday, July 3, 2018 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. 2018 – 14 to consider a request for:

Preliminary & Final Plat of Subdivision into two single-family lots,  
Municipal Code Section 11 – 3 and;

Variance, Rear Yard Setback  
Municipal Code Section 10 – 5E – 4.

121 East Pine Avenue 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:

LOT 8 IN F.W. FRANZEN’S PINE AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST ¼ OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 1910 AS DOCUMENT 102648, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 121 East Pine Avenue, Bensenville, IL 60106.

Ismail Tchatalbashev of 4 Oakwood Drive, Elk Grove Village, IL 60007 is the owner and Lev Izakson of 29738 Butterfly Court, Lake Bluff, IL 60044 the applicant for the subject property.

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 July 3, 2018 until 5:00 P.M.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
June 14, 2018**

|                           |                             |                  |
|---------------------------|-----------------------------|------------------|
| <b>RECEIVED</b>           |                             |                  |
| MAY 18 2018               | For Office Use Only         |                  |
| Date of Submission: _____ | MUNIS Account#: <u>3/q\</u> | CDC Case#: _____ |
| By _____                  |                             |                  |

## COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 121 E Pine, Bensenville, IL

Property Index Number(s) (PIN): 03-13-318022

**A. PROPERTY OWNER:**

Tchatalbashev, Ismail

|                              |                                  |                         |
|------------------------------|----------------------------------|-------------------------|
| Name                         | Corporation (if applicable)      |                         |
| <u>4 Oakwood Dr.</u>         |                                  |                         |
| Street                       |                                  |                         |
| <u>Elk Grove Village</u>     | <u>IL</u>                        | <u>60007</u>            |
| City                         | State                            | Zip Code                |
| <u>Tchatalbashev, Ismail</u> | <u>847.903.8519</u>              | <u>mishoc@gmail.com</u> |
| Contact Person               | Telephone Number & Email Address |                         |

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

Property Owner Signature: [Signature] Date: 5/11/11

**8. APPLICANT:** ☐ Check box if same as owner

Lev Izakson

|   |                                  |                             |
|---|----------------------------------|-----------------------------|
| Name  | Corporation (if applicable)      |                             |
| <u>29738 Butterfly Ct</u>                     |                                  |                             |
| Street  |                                  |                             |
| <u>Lake Bluff</u>                             | <u>IL</u>                        | <u>60044</u>                |
| City  | State                            | Zip Code                    |
| <u>Lev Izakson</u>                            | <u>847-910-1473</u>              | <u>lizakson@comcast.net</u> |
| Contact Person                                | Telephone Number & Email Address |                             |
| <u>Architect</u>                              |                                  |                             |
| Relationship of Applicant to subject property |                                  |                             |

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**C. ACTION REQUESTED (Check applicable):**

- ☐ Annexation
- ☐ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development\*\*
- ☒ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☐ Variance
- \*Item located within this application packet.
- \*\*See staff for additional information on PUD requests

**SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):**

- ☒ Affidavit of Ownership\* (signed/notarized)
- ☒ Application\*
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☒ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Review Fee (Application Fee + Escrow)
- ☐ Escrow agreement and deposit\*
- ☐ Digital Submission of all application materials (CD)

**Brief Description of Request(s):** (Submit separate sheet if necessary)

Requested subdivision of 12,000 sf lot into (2) two 6,000sf lots

**D. PROJECT DATA:**

1. General description of the site: RS-5 Zoning District lot

2. Acreage of the site: 02.75 (12,000 sf) Building Size (if applicable): (2) @ 1,000 sf

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

☒ X Yes

☐ No, requesting annexation

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

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

5. Character of the site and surrounding area:

|        | Zoning | Existing Land Use | Jurisdiction |
|--------|--------|-------------------|--------------|
| Site:  | RS-5   | RS-5              | Bensenville  |
| North: | RS-5   | RS-5              | Bensenville  |
| South: | RS-5   | RS-5              | Bensenville  |
| East:  | RS-5   | RS-5              | Bensenville  |
| West:  | RS-5   | RS-5              | Bensenville  |

**E. DEVELOPER'S STAFF (if applicable):**

**ARCHITECT**

Name: Lev Izakson

Telephone: 847-910-1473

Email: lev@levelarchitects.com

**ENGINEER:**

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

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

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

**ATTORNEY**

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

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

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

**OTHER**

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

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

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

**F. APPROVAL CRITERIA:** Attached with this application

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."



**Municipal Code Section 10-3-5: Approval Criteria for Zoning Map Amendments**

**1. Support for Classification:**

a. Compatible with use or Zoning

Requested subdivision is compatible with existing use and Zoning classification: Single Family Residential RS-5 District.

b. Supported by Trend of Development

Proposed subdivision is consistent with the intent of zoning of existing single family detached residential neighborhood with densities not exceeding (7.3) dwelling units per acre. The minimum site area is limited to 6,000 sf, the subdivided proposed site area for each of two lots is 6,000 sf.

c. Consistent with Village Plans

Requested subdivision is not detrimental to Village plan and is consistent with use and zoning intent of the neighborhood.

**2. Furthers Public Interest**

The proposed subdivision promotes the public interest It does not solely further the interest of the applicant but serves community by removing outdated 864 sf with detached garage structure built in 1927 and set condition for building two (2) single family houses.

**3. Public Services Available**

Adequate services such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support proposed subdivision by anticipated date of issuance of a Certificate of Occupancy.

For Office Use Only

Date of Submission: \_\_\_\_\_ MUNIS Account#: \_\_\_\_\_ COCCase#: \_\_\_\_\_

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 121 E. Pine, Bensenville, IL

Property Index Number(s) (PIN): 03-13-318-022

A. PROPERTY OWNER:

Tchatalbashev, Ismail

|                       |                                  |                  |
|-----------------------|----------------------------------|------------------|
| Name                  | Corporation (if applicable)      |                  |
| 4 Oakwood Dr.         |                                  |                  |
| Street                | IL                               | 60007            |
| Elk Grove Village     | State                            | Zip Code         |
| Tchatalbashev, Ismail | 847.903.8519                     | mishoc@gmail.com |
| Contact Person        | Telephone Number & Email Address |                  |

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

Property Owner Signature: [Signature] Date: 5/18/18

B. APPLICANT: ☐ Check box if same as owner

|                    |                                  |                      |
|--------------------|----------------------------------|----------------------|
| Name               | Corporation (if applicable)      |                      |
| Levlzakson         |                                  |                      |
| 29738 Butterfly Ct |                                  |                      |
| Street             | IL                               | 60044                |
| Lake Bluff         | State                            | Zip Code             |
| City               | 847-910-1473                     | lizakson@comcast.net |
| Levlzakson         |                                  |                      |
| Contact Person     | Telephone Number & Email Address |                      |
| Architect          |                                  |                      |

Relationship of Applicant to subject property

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☐ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development\*\*
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review

ra Variance

\*Item located within this application packet.

\*\*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS (I original & I copy of each):

- Affidavit of Ownership\* (signed/notarized)
- Application\*
- Approval Criteria
- Legal Description of Property
- Plat of Survey
- Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- 181 Review Fee** (Application Fee + Escrow)
- ☐ Escrow agreement and deposit\*
- ☐ Digital Submission of all application materials (CD)

**Brief Description of Request(s): (submit separate sheet if necessary)**

Requested variance for 242 Rose Street property for 5ft reduction of rear yard setback

**D. PROJECT DATA:**

1. General description of the site: RS-zoning District
2. Acreage of the site: 0.138 (6,000 sf) Building Size (if applicable): 1,000 sf TBD
3. Is this property within the Village limits? (Check applicable below)  
☒ X Yes  
☐ No, requesting annexation  
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

5. Character of the site and surrounding area:

|        | Zoning | Existing Land Use | Jurisdiction |
|--------|--------|-------------------|--------------|
| Site:  | RS-5   | RS-5              | Bensenville  |
| North: | RS-5   | RS-5              | Bensenville  |
| South: | RS-5   | RS-5              | Bensenville  |
| East:  | RS-5   | RS-5              | Bensenville  |
| West:  | RS-5   | RS-5              | Bensenville  |

**E. DEVELOPER'S STAFF (if applicable):**

**ARCHITECT**

Name: Lev Izakson

Telephone: 847-910-1473

Email: lev@levelarchitects.com

**ENGINEER:**

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

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

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

**ATTORNEY**

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

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

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

**OTHER**

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

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

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

**F. APPROVAL CRITERIA:** Attached with this application

The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the Approval Criteria. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."

**Municipal Code Section 10-3-3.B: Approval Criteria for Variances**

**1. Special Circumstances**

This particular parcel facing Rose Street has the depth of 75 ft. Per Zoning Ordinance with the 30 ft front yard and 25 ft rear yard the overall depth of buildable footprint of the new building can only be 20 ft max. Adjacent corner lot facing Pine Street has interior side yard of only 6 ft abutting rear yard of property in question, and a corner yard of 10 ft along the Rose Street. All other neighboring properties facing Rose Street have standard depth of 150 ft and per Zoning Ordinance have rear yard of 25 ft facing alley and only 6 ft side yard setbacks. It is obviously that all owners in the area have opportunity to build wider houses, then the applicant.

**2. Hardship or practical Difficulties**

The new house on Rose street if following Zoning setback regulations will have a depth of (20) feet only. This will impose significant hardship for planning leaving areas and make it impossible to have attached garage with depth satisfying modern days criteria.

**3. Circumstances relate to property**

The new property on Rose street will have the depth of 75 feet in oppose to other lots along the Rose Street, which all have depth of 150 feet. The adjacent property on Pine street on the other side will have an interior side yard setback of 6 feet abutting required 25 feet rear yard of new property on Rose street.

**4. Not resulting from applicant action**

The property in question satisfy requirements of the Zoning Ordinance. The seeking variance is only relating to (5) feet reduction of the rear yard setback for the lot on 242 Rose Street to offset the hardship of planning a single-family building on the 75 ft - deep lot in neighborhood of 150 ft deep properties.

**5. Preserves Rights Conferred by District**

The Variance is necessary for applicant to enjoy the right to have a possibility to have the garage of 25 feet deep is deep to park same type of vehicles as most neighbors in this zoning district may park in their garages. The Applicant does not confer a special privilege ordinarily denied to such other properties.

**6. Necessary for use of property**

The Granting of Variance is necessary because without it the Applicant will be deprived of reasonable use or reasonable return from developing the property having insufficient depth of attached garage and width of the living areas.

**7. Not Alter Local Character**

The Granting of the Variance will not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity. The new Variance if granted will not affect front and side yard setbacks, building height and overall floor area requirements for the zoning district.

**8. Consistent with the Ordinance and Plan**

The Granting of Variance will be in harmony with the general purpose and intent of this Ordinance and of the General Development plan and with other applicable adopted plans of the Village of Bensenville, 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.

**9. Minimum Variance Needed**

The Variance approved is the minimum required to provide with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property because it will allow to build a 24 ft clear deep garage and to have 24 ft wide living space.

### STAFF REPORT

**HEARING DATE:** July 3, 2018  
**CASE #:** 2018 – 14  
**PROPERTY:** 121 E Pine Avenue  
**PROPERTY OWNER:** Ismail Tchatalbashev  
**APPLICANT** same  
**SITE SIZE:** 12,000 SF  
**BUILDING SIZE:** 1,200 SF  
**PIN NUMBERS:** 03-13-318-022  
**ZONING:** RS – 5 High Density Single Family District  
**REQUEST:** Preliminary & Final Plat of Subdivision into two single-family lots,  
Municipal Code Section 11 – 3 and;  
Variance, Rear Yard Setback  
Municipal Code Section 10 – 5E – 4.

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday June 14, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday June 15, 2018.
3. On Friday June 15, 2018, 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 would like to subdivide his lot at northwest corner of E Pine Ave and Rose St. The Petitioner supplied a plat that says the current lot is 12,000 SF, making a subdivision possible, as the minimum lot required is 6,000 SF. If approved, the Petitioner plans to build two new homes on the lots. He would also like a variance to reduce the rear yard setback on the new northern-most parcel.

### **SURROUNDING LAND USES:**

|              | <b>Zoning</b> | <b>Land Use</b> | <b>Comprehensive Plan</b> | <b>Jurisdiction</b>    |
|--------------|---------------|-----------------|---------------------------|------------------------|
| <b>Site</b>  | RS – 5        | Residential     | Single Family Residential | Village of Bensenville |
| <b>North</b> | RS – 5        | Residential     | Single Family Residential | Village of Bensenville |
| <b>South</b> | RS – 5        | Residential     | Single Family Residential | Village of Bensenville |
| <b>West</b>  | RS – 5        | Residential     | Single Family Residential | Village of Bensenville |
| <b>East</b>  | RS – 5        | Residential     | Single Family Residential | 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 type="checkbox"/> | Safe and Beautiful Village         |
| <input type="checkbox"/> | Enrich the lives of Residents      |
| <input type="checkbox"/> | Major Business/Corporate Center    |
| <input type="checkbox"/> | Vibrant Major Corridors            |

Finance:

No issues.

Police:

No police issues.

Engineering and Public Works:

Public Works:

No comments.

Engineering:

Actively seeking to obtain some CDBG funding to install a major storm sewer on the alley across from Rose St at Pine Ave. There are some storm sewer improvements along Pine Ave as well. No time frame if and when we will get the funding but if successful it will help address some major flooding issues in this neighborhood which occurs in the heavy and quick rainfalls..

Community & Economic Development:

Economic Development:

Generally supportive of this requested subdivision, as it creates additional new housing stock for prospective residents in the Village.

Fire Safety:

No comments.

Building:

New construction shall be in accordance with all adopted Village Codes and Ordinances.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
- 2) The lot is currently zoned RS-5. The minimum lot size is 6,000SF. The current lot is 12,000SF.
- 3) This would be the only lot on Pine Ave to be split in such a manner. All the other lots along this stretch of Pine are "long".
- 4) The corner lot needs a 20% width increase to meet Municipal Code Section 11-4-5B: Lot Standards.

"B. Width and area of lots shall conform with lot width and area requirements set forth in the zoning ordinance of the Village or that of DuPage/Cook County in the unincorporated areas beyond the Village limits. Corner lots shall be increased in width by twenty percent (20%) over the width of typical interior lots, except that corner lots need not exceed ninety feet (90') in width, if the ninety feet (90') in

- width is greater than the width of the typical lot, except the Community Development Commission may require a greater width to provide for the proper development of intersection design and traffic safety. (Ord. 11-86, 4-17-1986)”
- 5) The standard right of way dedication in town is 66 feet. The Rose Street right of way is only 60 feet. It is possible that 3 feet of the proposed lots would be required dedication.
    - a. Municipal Code Section 11-4-1A requires a minor residential street to have a 66’ Right of Way.
    - b. The existing Rose Street ROW is only 60’
    - c. A 3’ right of way dedication is required.
    - d. Unless waived, this dedication will result in two Lots that do not meet the minimum lot size in the existing RS – 5 Zoning District.
  - 6) Although the new parcels meet the minimum requirements, there concern about what can be built on the newly created lots, particularly with the newly created corner side lot.
  - 7) The applicant is also requesting a 5-foot Variance for the rear yard setback in the newly created northern parcel.
  - 8) Staff does not believe this meets the requirement for a Variance as it was an issue caused by the applicant’s proposed subdivision of the existing lot.
  - 9) There is concern about future requests to these properties, including possible decks, fences, or accessory structures.

#### **APPROVAL PROCESS AND CRITERIA:**

Rezoning / Support for Classification: (Bold responses are from the Applicant/Petitioner)

1. Compatible with Use or Zoning: The uses permitted under the proposed district are compatible with existing uses or existing zoning of property in the environs; or

**Applicant Response: Requested subdivision is compatible with existing use and Zoning classification: Single Family Residential RS-5 District.**

2. Supported By Trend Of Development: The trend of development in the general area since the original zoning was established supports the proposed classification; or

**Applicant Response: Proposed subdivision is consistent with the intent of zoning of existing single-family detached residential neighborhood with densities not exceeding (7.3) dwelling units per acre. The minimum site area is limited to 6,000 sf, the subdivided proposed site area for each of two lots is 6,000 sf.**

3. Consistent with Village Plans: The proposed classification is in harmony with objectives of the general development plan and other applicable Village plans as viewed in light of any changed conditions since their adoption.

**Applicant Response: Requested subdivision is not detrimental to Village plan and is consistent with use and zoning intent of the neighborhood.**

4. Furthers Public Interest: The proposed zoning classification promotes the public interest does not solely further the interest of the applicant.

**Applicant Response: The proposed subdivision promotes the public interest It does not solely further the interest of the applicant but serves community by removing**

outdated 864 sf with detached garage structure built in 1927 and set condition for building two (2) single family houses.

5. Public Services Available: Adequate public services, such as water supply, sewage disposal, fire protection and street capacity, are anticipated to be available to support the proposed classification by the anticipated date of issuance of a certificate of occupancy.

**Applicant Response:** Adequate services such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support proposed subdivision by anticipated date of issuance of a Certificate of Occupancy.

**Staff Response:** The corner lot does not meet the increased width standards in the code. The right of way is not wide enough according to the subdivision regulations.

| Approval Criteria                    | Meets Criteria |    |
|--------------------------------------|----------------|----|
|                                      | Yes            | No |
| 1. Compatible with Use or Zoning     |                | X  |
| 2. Supported By Trend Of Development | X              |    |
| 3. Consistent with Village Plans     |                | X  |
| 4. Furthers Public Interest          |                | X  |
| 5. Public Services Available         | X              |    |

#### **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:** This particular parcel facing Rose Street has the depth of 75 ft. Per Zoning Ordinance with the 30 ft front yard and 25 ft rear yard the overall depth of buildable footprint of the new building can only be 20 ft max. Adjacent corner lot facing Pine Street has interior side yard of only 6 ft abutting rear yard of property in question, and a corner yard of 10 ft along the Rose Street. All other neighboring properties facing Rose Street have standard depth of 150 ft and per Zoning Ordinance have rear yard of 25 ft facing alley and only 6 ft side yard setbacks. It is obviously that all owners in the area have opportunity to build wider houses, then the applicant.

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 new house on Rose street if following Zoning setback regulations will have a depth of (20) feet only. This will impose significant hardship for planning



**leaving areas and make it impossible to have attached garage with depth satisfying modern days criteria.**

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

**Response: The new property on Rose street will have the depth of 75 feet in oppose to other lots along the Rose Street, which all have depth of 150 feet. The adjacent property on Pine street on the other side will have an interior side yard setback of 6 feet abutting required 25 feet rear yard of new property on Rose street.**

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

**Response: The property in question satisfy requirements of the Zoning Ordinance. The seeking variance is only relating to (5) feet reduction of the rear yard setback for the lot on 242 Rose Street to offset the hardship of planning a single-family building on the 75 ft -deep lot in neighborhood of 150 ft deep properties.**

- 5. Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: The Variance is necessary for applicant to enjoy the right to have a possibility to have the garage of 25 feet deep is deep to park same type of vehicles as most neighbors in this zoning district may park in their garages. The Applicant does not confer a special privilege ordinarily denied to such other properties.**

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

**Response: The Granting of Variance is necessary because without it the Applicant will be deprived of reasonable use or reasonable return from developing the property having insufficient depth of attached garage and width of the living areas.**

- 7. Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: The Granting of the Variance will not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity. The new Variance if granted will not affect front and side yard setbacks, building height and overall floor area requirements for the zoning district.**

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

**Response: The Granting of Variance will be in harmony with the general purpose and intent of this Ordinance and of the General Development plan and with other applicable adopted plans of the Village of Bensenville, 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.**

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

**Response: The Variance approved is the minimum required to provide with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property because it will allow to build a 24 ft clear deep garage and to have 24 ft wide living space.**

Staff Response: The applicant created the issue with the lot split. Staff does not feel the criteria is met for variance.

| Variances Approval Criteria              | Meets Criteria |           |
|--|----------------|-----------|
|  | <i>Yes</i>     | <i>No</i> |
| 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 Denial of the above Findings of Fact and therefore the Denial of the Plat of Subdivision and Variance for Ismail Tchatalbashev. Should the Commission decide to approve, staff recommends the following condition:

1. The Final Plat of Subdivision be in substantial compliance with the one submitted by Nekola Survey, Inc. job no. 18-05-0906.

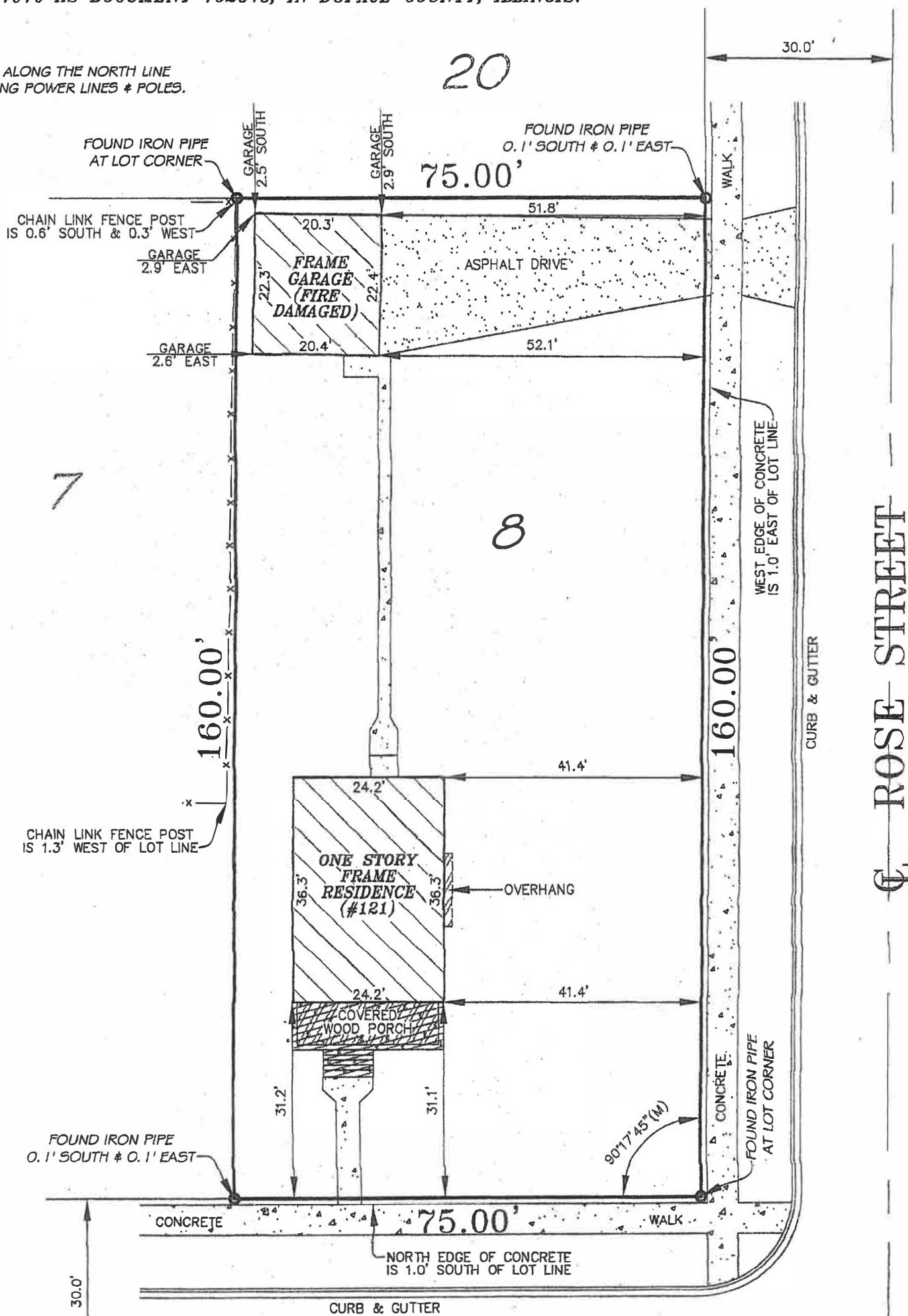
Respectfully Submitted,  
Department of Community  
& Economic Development

# PLAT OF SURVEY

OF

LOT 8 IN F.W. FRANZEN'S PINE AVENUE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 3, 1910 AS DOCUMENT 102648, IN DUPAGE COUNTY, ILLINOIS.

NOTE:  
POSSIBLE EASEMENT ALONG THE NORTH LINE  
AT EVIDENT BY EXISTING POWER LINES & POLES.



## LEGEND

(R/M) - RECORD / MEASURED  
L - ARC LENGTH  
R - RADIUS  
CH - CHORD

AREA = 12,000 SQ. FT.  
MORE OR LESS

PREPARED FOR: MIKE CHATALBAS

JOB ADDRESS: 121 E. PINE AVENUE, BENSENVILLE, IL

JOB NO.: 18-03-0006

## NEKOLA SURVEY, INC.

PROFESSIONAL LAND SURVEYING SERVICES  
WWW.NEKOLASURVEY.COM

400 N. SCHMIDT RD., STE. 203  
BOLINGBROOK, ILLINOIS 60440  
(630) 226-1530 PHONE (630) 226-1430 FAX



FIELD WORK COMPLETED ON THE 15TH DAY OF MARCH, 2018.

(STATE OF ILLINOIS)  
(COUNTY OF WILL) SS

NEKOLA SURVEY INC. DOES HEREBY CERTIFY THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

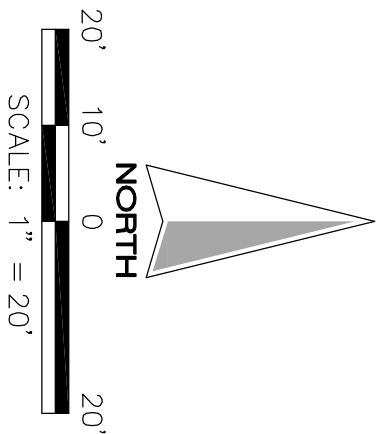
DATED THIS 16TH DAY OF MARCH, 2018.

W. W. Nekola  
IPLS No. 2923  
LICENSE RENEWAL DATE: 30 NOVEMBER 2018.

- "X" IN BOX INDICATES THE HEREON DRAWN PLAT WAS ORDERED AS A NON MONUMENTED SURVEY.

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

20



HERETOFORE DEDICATED

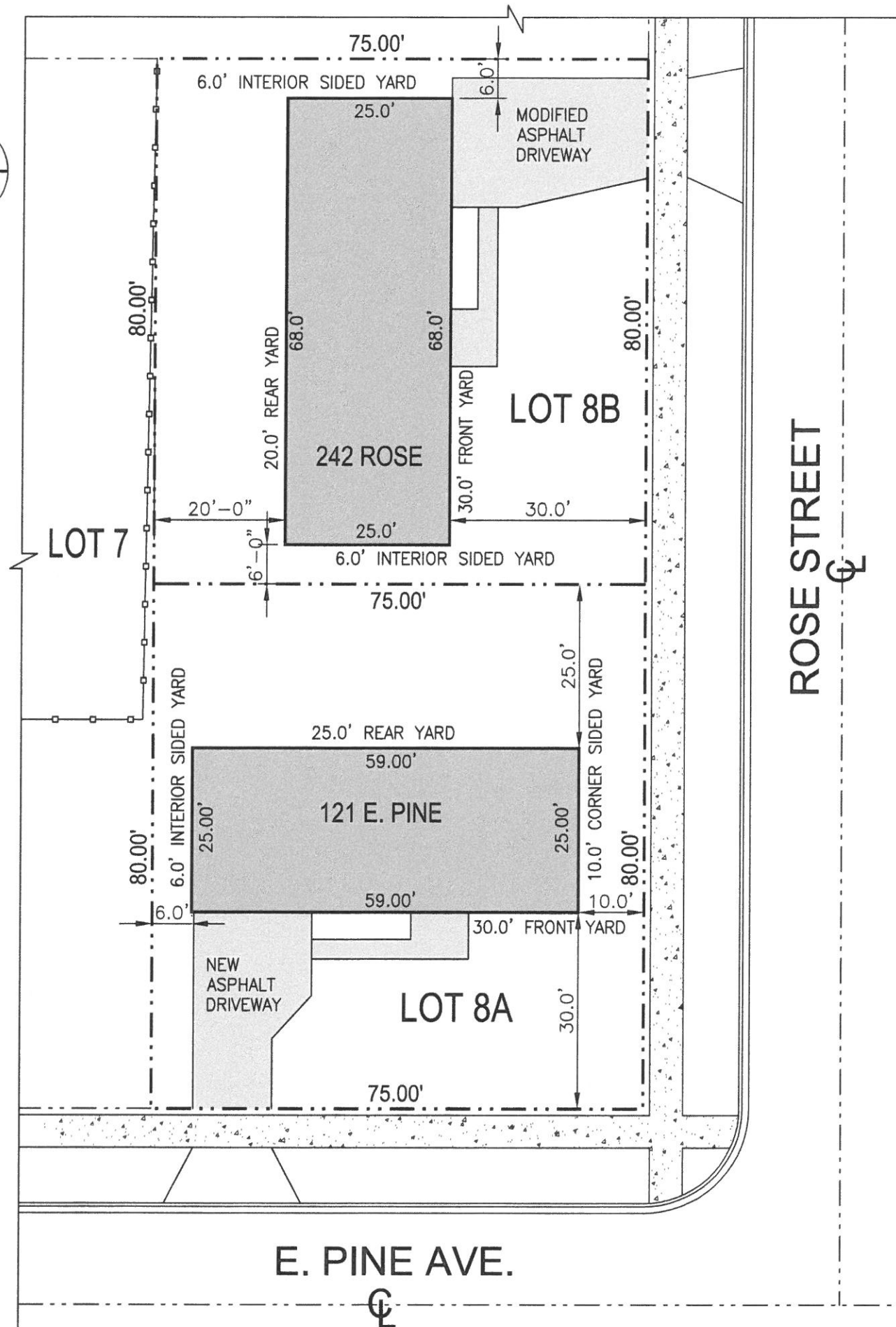
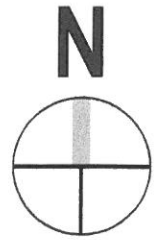
LOT

1

RELOCATION OF FACILITIES WILL BE AT THE OWNER'S RISK, UPON WRITTEN REQUEST.

**NEKOLA SURVEY, INC.**  
DESIGN FIRM NO. 184.005564

© COPYRIGHT NEKOLA SURVEY INC. 2018 "ALL RIGHTS RESERVED"



SINGLE FAMILY HOUSING LOT SUBDIVISION  
121 E. PINE AVENUE BENSENVILLE, IL

Level

Level Enterprises, LLC.  
ARCHITECTS  
PLANNERS  
INTERIOR DESIGNERS

LICENSE NO.  
184.007461-0001  
001.019875

29738 BUTTERFLY COURT  
LAKE BLUFF, ILLINOIS 60044  
PHONE (847) 910-1473  
FAX (847) 615-8756

ZONING INFORMATION

| ITEM                     | REQUIRED | EXISTING  | PROPOSED         |                  |
|--------------------------|----------|-----------|------------------|------------------|
|                          |          |           | LOT 8A           | LOT 8B           |
| ZONING DISTRICT          | RS-5     | RS-5      | RS-5             | RS-5             |
| LOT AREA                 | 6,000 SF | 12,000 SF | 6,000 SF         | 6,000 SF         |
| MINIMUM LOT WIDTH        | 50'      | 75'       | 75'              | 80'              |
| MAXIMUM BUILDING HEIGHT  | 32'      | 27'       | 32'              | 32'              |
| LOT COVERAGE             | 50 %     | 23.5 %    | 2,039 SF =34.0 % | 2,354 SF =39.2 % |
| MIN. FLOOR AREA GROSS    | 1,140 SF | 864 SF    | 1,800 SF (TBD)   | 1,800 SF (TBD)   |
| FRONT YARD DEPTH         | 30'      | 31.1'     | 30'              | 30'              |
| INTERIOR SIDE YARD WIDTH | 6'       | 9.4'      | 6'               | 6'               |
| CORNER SIDE YARD WIDTH   | 10'      | 41.4'     | 10'              | N/A              |
| REAR YARD DEPTH          | 25'      | 92.7'     | 25'              | *20'             |

\* 5.0' OF 68 LF OF REAR YARD DEPTH REDUCTION REQUESTED

1

PROPOSED SITE PLAN

SCALE: 1"=20'-0"

SINGLE FAMILY HOUSING LOT SUBDIVISION  
121 E. PINE AVENUE BENSENVILLE, IL  
SITE PLAN - PROPOSED SUBDIVISION

|                |            |
|----------------|------------|
| ISSUED FOR     | DATE       |
| VILLAGE REVIEW | 04.09.2018 |
| CDC REVIEW     | 05.14.2018 |

SHEET

A-02

04.14.2018

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

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

July 3, 2018

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

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

**STAFF PRESENT:** K. Pozsgay, C. Williamsen,

**JOURNAL OF PROCEEDINGS:** The minutes of the Community Development Commission Meeting of June 5, 2018 were presented.

**Motion:** Commissioner Marcotte made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

**PUBLIC COMMENT:** There was no Public Comment

**Continued Public Hearing:** CDC Case Number 2018-08  
**Petitioner:** Thornton's, Inc.  
**Location:** 601 N. IL Route 83  
**Request:** A Conditional Use Permit Amendment to Ordinance Ord. No. 53A-2012 to allow for the construction of two additional truck fueling stations, and Variance, stacking; Municipal Code Section 10 – 11 – 11.

**Motion:** Commissioner Marcotte made a motion to re-open CDC Case No. 2018-08. Commissioner Wasowicz seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:32 p.m.

Chairman Rowe swore in Village Planner, Kurtis Pozsgay.

**Motion:** Commissioner King made a motion to continue CDC Case No, 2018-08 until August 7, 2018. Commissioner Marcotte seconded the motion.

**ROLL CALL:** Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

**Public Hearing:** CDC Case Number 2018-14  
**Petitioner:** Ismail Tchatalbashev  
**Location:** 121 E. Pine Ave.  
**Request:** Preliminary & Final Plat of Subdivision into two single-family lots; Municipal Code Section 11 – 3 and; Variance, Rear Yard Setback; Municipal Code Section 10 – 5E – 4.

**Motion:** Commissioner Marcotte made a motion to open CDC Case No. 2018-14. Commissioner King seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:34 p.m.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on June 14, 2018. Mr. Pozsgay stated 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. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on June 15, 2018. Mr. Pozsgay stated on June 15, 2018 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.



Mr. Pozsgay stated 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. Mr. Pozsgay stated the Petitioner would like to subdivide his lot at northwest corner of E Pine Ave and Rose St. Mr. Pozsgay stated the Petitioner supplied a plat that says the current lot is 12,000 SF, making a subdivision possible, as the minimum lot required is 6,000 SF. Mr. Pozsgay stated if approved, the Petitioner plans to build two new homes on the lots. Mr. Pozsgay stated he would also like a variance to reduce the rear yard setback on the new northernmost parcel.

Mr. Lev Izakson, Architect, was present and sworn in by Chairman Rowe. Mr. Izakson submitted a revised site plan to the Commission. The revised site plan has been attached to the minutes as "Exhibit A". Mr. Izakson stated the revised plans meet Village Code.

Commissioner Marcotte asked how big each home would be. Mr. Izakson stated each home would be approximately 1,800 sq. ft.

Commissioner Marcotte asked what type of home would be constructed. Mr. Izakson stated plans have not been made that far in advance.

Commissioner Wasowicz raised concern with the proposed site plan. Commissioner Wasowicz stated corner side yards are unique in Bensenville and designed for a purpose. Mr. Wasowicz stated cramming two homes on one lot is not ideal for the characteristic of the area.

**Public Comment:**

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case.

**Sue Ricker – 21 E. Pine Ave.**

Ms. Ricker was present and sworn in by Chairman Rowe. Ms. Ricker asked the Commission to continue this case to allow concerned Resident to state their case. Ms. Ricker stated the property currently sits higher than any other property on the block. Ms. Ricker states as a result, other properties flood. Ms. Ricker stated if two home are built on the lot, flooding would worsen in the area.

**Saul & Vanesa Corral – 238 Rose Street**

Mr. and Mrs. Corral were both present and sworn in by Chairman Rowe. Mr. Corral stated they were present objecting to the proposed plan. Mr. Corral stated the property is currently being rented and believes there is an overcrowding issue. Mr. Corral stated there is an illegal business being operated out of the garage which caused a fire on the property. Mr. Corral stated the fire damaged his property and that he is currently in small claims with the property owner. Mr. Corral stated he feared if the plans were approved, the situation would worsen and more renters would move into Bensenville.

Mr. Izakson stated it was his understanding that the property owner's plan is to build the two homes and sell them, not rent them.

Mr. Pozsgay reviewed the approval criteria for the proposed Preliminary & Final Plat of Subdivision into two single-family lots request consisting of:

1. Compatible with Use or Zoning: The uses permitted under the proposed district are compatible with existing uses or existing zoning of property in the environs; or

**Applicant Response: Requested subdivision is compatible with existing use and Zoning classification: Single Family Residential RS-5 District.**

2. Supported By Trend Of Development: The trend of development in the general area since the original zoning was established supports the proposed classification; or

**Applicant Response: Proposed subdivision is consistent with the intent of zoning of existing single-family detached residential neighborhood with densities not exceeding (7.3) dwelling units per acre. The minimum site area is limited to 6,000 sf, the subdivided proposed site area for each of two lots is 6,000 sf.**

3. Consistent with Village Plans: The proposed classification is in harmony with objectives of the general development plan and other applicable Village plans as viewed in light of any changed conditions since their adoption.

**Applicant Response: Requested subdivision is not detrimental to Village plan and is consistent with use and zoning intent of the neighborhood.**

4. **Further Public Interest:** The proposed zoning classification promotes the public interest does not solely further the interest of the applicant.

**Applicant Response:** The proposed subdivision promotes the public interest It does not solely further the interest of the applicant but serves community by removing outdated 864 sf with detached garage structure built in 1927 and set condition for building two (2) single family houses.

5. **Public Services Available:** Adequate public services, such as water supply, sewage disposal, fire protection and street capacity, are anticipated to be available to support the proposed classification by the anticipated date of issuance of a certificate of occupancy.

**Applicant Response:** Adequate services such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support proposed subdivision by anticipated date of issuance of a Certificate of Occupancy.

**Staff Response:** The corner lot does not meet the increased width standards in the code. The right of way is not wide enough according to the subdivision regulations.

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

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

**Response:** This particular parcel facing Rose Street has the depth of 75 ft. Per Zoning Ordinance with the 30 ft front yard and 25 ft rear yard the overall depth of buildable footprint of the new building can only be 20 ft max. Adjacent corner lot facing Pine Street has interior side yard of only 6 ft abutting rear yard of property in question, and a corner yard of 10 ft along the Rose Street. All other neighboring properties facing Rose Street have standard depth of 150 ft and per Zoning Ordinance have rear yard of 25 ft facing alley and only 6 ft side yard setbacks. It is obviously that all owners in the area have opportunity to build wider houses, then the applicant.

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 new house on Rose street if following Zoning setback regulations will have a depth of (20) feet only. This will impose significant hardship for planning leaving areas and make it impossible to have attached garage with depth satisfying modern days criteria.**

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

**Response: The new property on Rose street will have the depth of 75 feet in oppose to other lots along the Rose Street, which all have depth of 150 feet. The adjacent property on Pine street on the other side will have an interior side yard setback of 6 feet abutting required 25 feet rear yard of new property on Rose street.**

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

**Response: The property in question satisfy requirements of the Zoning Ordinance. The seeking variance is only relating to (5) feet reduction of the rear yard setback for the lot on 242 Rose Street to offset the hardship of planning a single-family building on the 75 ft -deep lot in neighborhood of 150 ft deep properties.**

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Response: The Variance is necessary for applicant to enjoy the right to have a possibility to have the garage of 25 feet deep is deep to park same type of vehicles as most neighbors in this zoning district may park in their garages. The Applicant does not confer a special privilege ordinarily denied to such other properties.**

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

**Response: The Granting of Variance is necessary because without it the Applicant will be deprived of reasonable use or reasonable return from developing the property having insufficient depth of attached garage and width of the living areas.**

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Response: The Granting of the Variance will not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity. The new Variance if granted will not affect front and side yard setbacks, building height and overall floor area requirements for the zoning district.**

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

**Response: The Granting of Variance will be in harmony with the general purpose and intent of this Ordinance and of the General Development plan and with other applicable adopted plans of the Village of Bensenville, 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.**

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

**Response: The Variance approved is the minimum required to provide with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property because it will allow to build a 24 ft clear deep garage and to have 24 ft wide living space.**

Staff Response: The applicant created the issue with the lot split. Staff does not feel the criteria is met for variance.

Mr. Pozsgay stated Staff recommends the Denial of the above Findings of Fact and therefore the Denial of the Plat of Subdivision and Variance for Ismail Tchatalbashev. Mr. Pozsgay stated should the Commission decide to approve, staff recommends the following condition:

1. The Final Plat of Subdivision be in substantial compliance with the one submitted by Nekola Survey, Inc. job no. 18-05-0906.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-14. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 6:55 p.m.

**Motion:** Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-14 as presented by Staff and to approve the Preliminary & Final Plat of Subdivision into two single-family lots and Variance, Rear Yard Setback. Commissioner Wasowicz seconded the motion.

**ROLL CALL:** Ayes: None

Nays: Rowe, Marcotte, King, Wasowicz

Motion failed.

**Public Hearing:** CDC Case Number 2018-15  
**Petitioner:** MTR  
**Location:** 900-930 County Line Road  
**Request:** An Amendment to Final Planned Unit Development, Municipal Code Section 10 – 10 including departures from Municipal Code to include: Conditional Use Permit, Electronic Message Center Sign, Municipal Code Section 10 – 18 – 6 - 1B; and Variance, Wall Signs Number Permitted, Municipal Code Section 10 – 18 – 12.

**Motion:** Commissioner Marcotte made a motion to open CDC Case No. 2018-15. Commissioner King seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Marcotte, King, Wasowicz  
Absent: Ciula, Czarnecki, Rodriguez  
A quorum was present.

Chairman Rowe opened the Public Hearing at 6:57 p.m.

Village Planner, Kurtis Pozsgay, was present and previously sworn in by Chairman Rowe. Mr. Pozsgay stated a Legal Notice was published in the Bensenville Independent on June 14, 2018. Mr. Pozsgay stated 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. Mr. Pozsgay stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on June 15, 2018. Mr. Pozsgay stated on June 15, 2018 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.

Mr. Pozsgay stated 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. Mr. Pozsgay stated the Petitioner would like to amend their previously approved PUD to include deviations from the code for signage, to include: an Electronic Message Center Sign and three (3) wall signs. Mr. Pozsgay stated Electronic Message Center signs are conditional uses. Mr. Pozsgay stated code only allows one wall sign per business frontage. Mr. Pozsgay stated the applicant would like to install an additional two.

Mr. Kevin Wong, of Monsibic Signs and Graphics, and Mr. Eduardo Loya, owner of MTR were present and sworn in by Chairman Rowe. Mr. Wong reviewed the proposed plans with the Commission.

Commissioner Marcotte asked what the reasoning was for the amount of proposed wall signs. Mr. Loya stated it was required by the dealership.

**Public Comment:**

Chairman Rowe asked if there was any member of the Public that would like to speak on behalf of the case. There were none.

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

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

**Applicant's Response: There will be no adverse impact.**

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

**Applicant's Response: There will not be any environmental nuisance.**



3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

**Applicant's Response: The proposed use will fit harmoniously with the existing character on the existing sign. Will not have any adverse effects to the surrounding area.**

4. **Use of Public Services and Facilities:** The proposed use will not require existing community facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

**Applicant's Response: The proposed use will not put a strain or disproportionate strain on public services beyond what is normally provided for in an I-1 District.**

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility, which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

**Applicant's Response: There is a need for the Village of Bensenville to keep its commercial properties occupied.**

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

**Applicant's Response: The EMC sign will allow the business to draw new customers, increasing sales and tax to the Village.**

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

10. **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: Fuso is the brand of trucks we sell. The two additional signs allow us to advertise our name and the truck brand we sell while also giving a the building a symmetrical look.**

11. **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: Not having the additional signs for the truck brand could decrease sales, causing undue hardship.**

12. **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: One wall sign would not effectively advertise our business.**

13. **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: This is not resulting from our action.**

14. **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: This variance would not confer special privilege.**

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

**Response: The variance will allow reasonable economic return.**

16. **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: It will not alter local character.**

17. **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: It is consistent with the title and plan.**

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

**Response: This is the minimum variance needed.**

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the request with the following conditions:

1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted by Monsibic Signs & Graphic dated 05.11.18.
2. All other features of EMC shall conform to ordinance, particularly section 10-18-7C Sign Illumination.

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No. 2018-15. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:06 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Amendment to Final Planned Unit Development and Conditional Use Permit, Electronic Message Center Sign. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact for CDC Case No. 2018-15 as presented by Staff and to approve the Variance, Wall Signs Number Permitted. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Marcotte, King, Wasowicz

Nays: None

All were in favor. Motion carried.

### **Report from Community**

**Development:** Mr. Pozsgay reviewed both recent CDC cases along with upcoming cases.

Mr. Pozsgay stated the Village has redesigned its façade improvement program and will not require the Commissions input. Mr. Pozsgay presented a submittal from Joey C's located at 18 South Addison Street. There were no objections from the Commission.

Mr. Pozsgay stated there was a need for a special workshop with CMAP and will be sending dates to the Commission once received.

**ADJOURNMENT:** There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner King seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:20 p.m.

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE DENYING APPROVAL OF A  
PRELIMINARY AND FINAL PLAT OF SUBDIVISION  
AT 121 EAST PINE AVENUE, BENSENVILLE, ILLINOIS**

**WHEREAS**, Ismail Tchatalbashev (“Owner”) and Lev Izakson (“Applicant”) filed an application for Preliminary and Final Plat of Resubdivision, Municipal Code Section 11 – 3 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) for the property located at 121 East Pine Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the Resubdivision sought by the Applicant was published in the Bensenville Independent on Thursday, June 14, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on July 3, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, after hearing the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending denial of the Subdivision and, thereafter, voted unanimously (4 - 0) to recommend denial of the request, and forwarded its recommendations, including the Staff Report and findings relative to the Subdivision, to the Committee Of the Whole, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

**WHEREAS**, on July 17, 2018 the Committee Of the Whole then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that denial of the requested Subdivision as recommended by the Community Development Commission to allow the Subdivision is consistent with the Zoning Ordinance.

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

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

**SECTION TWO:** That the Staff Report and Recommendation to deny the Subdivision sought, as allowed by the Zoning Ordinance, Section 11 – 3, as denied by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees.

**SECTION THREE:** That the Subdivision from one lot to two lots as sought by the Applicant of the Subject Property is hereby denied.

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

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 27th day of March 2018.

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

ATTEST:

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

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

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

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



Ordinance # \_\_\_\_- 2018  
Exhibit "A"

The Legal Description is as follows:

LOTS 6, 7 AND 8 AND THE WEST 17 FEET OF THE 100 FOOT RIGHT OF WAY  
VACATED PARK STREET, LYING EAST OF AND ADJOINING SAID LOT 8 IN BLOCK 3  
OF WILLIAM L. KORTHAUER'S ADDITION TO BENSENVILLE, BEING A  
SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP  
40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO  
THE PLAT THEREOF RECORDED JANUARY 3, 1893 AS DOCUMENT 50837 IN  
DUPAGE COUNTY, ILLINOIS.

Commonly known as 514 East Pine Avenue, Bensenville, IL 60106.

**Ordinance # \_\_\_\_ - 2018**  
**Exhibit “B”**  
**Findings of Fact**

**1. Support for Classification**

**a. Compatible with Use or Zoning**

**The uses permitted under the proposed district are compatible with existing uses or existing Zoning of property in the environs.**

The requested rezoning (Map Amendment) to a Single Family District mimics the abutting district to the south (RS – 5). Additionally the property adjacent to the east across South Park Street while currently zoned RM – 1 is developed with a free standing single family home. Abutting the subject property to the west is a low density multiple family rental building. The applicant believes that the adjacency of single-family detached residence with the multiple family property is acceptable.

**b. Supported by the Trend of Development**

**The trend of development in the general area since the original zoning was established supports the proposed classification.**

The Village of Bensenville has seen a spike in single-family home construction in recent years. From 2016 to date there have been eight new home permitted in the village. The Village staff has been approached by a homebuilder active in the community regarding the purchase of the Subject Property for single – family development. On 06.27.17, the Village President and Board of Trustees approved a Planned Unit Development for another 37 homes on the 700 block of South John Street.

**c. Consistent with Village Plans**

**The proposed classification is in harmony with objectives of the General Development Plan and other applicable Village plans as reviewed in light of any changed conditions since their adoption.**

The 2015 Comprehensive Plan indicates Single Family for the Subject Property.

**2. Furthers the Public Interest**

**The proposed zoning classification promotes the public interest. It does not solely further the interest of the applicant.**

The Village believes that the single family home is a mainstay of our community and maintaining a strong supply of new housing products serves to attract new residents to the Village.

**3. Public Services Available**

**Adequate public services – such as water supply, sewage disposal, fire protection, and street capacity are anticipated to be available to support the proposed classification by anticipated date of issuance of a Certificate of Occupancy.**

Mr. Pozsgay stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the rezoning.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2017-19.  
Commissioner Marcotte seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:30 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact listed above and to approve Rezoning from RM – 1 Low Density Multi-Family District to RS – 5 High Density Single Family District, Municipal Code Sections 10 – 6A and 10 – 5E; and Preliminary & Final Plat of Subdivision into two single-family lots, Municipal Code Section 11 – 3. Commissioner Moruzzi seconded the motion.

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

Nays: None

All were in favor. Motion carried.

**TYPE:**Resolution**SUBMITTED BY:**Jovana Dacic**DEPARTMENT:**Public Works**DATE:**July 17, 2018**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Spear Landscaping, Inc. for the Senior / Disabled Grass Cutting Program

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

July 17, 2018

**BACKGROUND:**

The Village of Bensenville newly established a Senior / Disabled Grass Cutting Program that began this past Spring and will run into the Summer & Fall of 2018. The Program utilizes independent contractors to perform grass cutting services for our senior and disabled residents who meet the Program criteria.

**KEY ISSUES:**

As of July, we have seventy five (75) seniors and disabled residents signed up for the program. Thus far, it has been a huge success despite a temporary set back that occurred a few weeks ago. The contractor in charge of accounts south of Main Street abruptly decided to no longer maintain his assigned accounts. Once it was determined, Public Works completed the maintenance of the properties while seeking out another contractor moving forward. We acquired Spear Landscaping Inc., out of Itasca, Illinois. If approved by the committee, they will be assigned all accounts from the previous contractor.

**ALTERNATIVES:**

Discretion of the Committee.

**RECOMMENDATION:**

Staff recommends approval of a Resolution approving Spear Landscaping Inc.

**BUDGET IMPACT:**

The Senior / Disabled Grass Cutting Program will be subsidized by the Village. The program is setup to be a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of cuttings for the season.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Contract with Spear Landscaping Inc. for the Senior / Disabled Grass Cutting Program.

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

2018 Senior Grass Cutting Program - Contract - Spear Landscaping

7/10/2018

Backup Material

Spear Landscaping Accounts

7/10/2018

Backup Material

RES - 2018 Senior - Disabled Grass Cutting Program - Contract - Spear Landscaping,

7/10/2018

Resolution

Inc

Letter

## **AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES**

THIS AGREEMENT (the “*Agreement*”) made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the “*Village*”) and Spear Landscaping, Inc., located 803 Willow Court, Itasca, IL 60143 (the “*Contractor*”). The Village and Contractor shall herein collectively be known as the “*Parties*.”

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

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

### **PRELIMINARY STATEMENTS**

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

- A. The Village is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2018 Grass Cutting Program for Senior and Disabled Residents of the Village (the “*Program*”); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

### **SECTION 1. SCOPE OF SERVICES**

- A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the “*Services*”). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following grass cutting

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village: (1) Basic service [includes grass cutting, blowing of hardscape, spring cleanup, and bagging of clippings in October]; (2) Edging hardscape [weed whip and edge driveway, sidewalk, patio, etc.]; (3) Bagging of grass clippings [bagging and removal of cut grass] (herein individually the “*Service Option*” and collectively the “*Service Options*”).

B. The Services shall be provided on a weekly basis starting the week of April 9, 2018 and continue through October 31, 2018. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

C. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

## SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Fifteen and no/100 Dollars (\$15.00) for the Basic Service Option, Five and no/100 Dollars (\$5.00) for the Edging Hardscape Option, and Five and no/100 Dollars (\$5.00) for the Bagging of Grass Clippings Option provided by the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

### SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

### SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.



## SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

## SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

## SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the

context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail,

postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

*If to Village:* Village of Bensenville  
Department of Public Works  
717 E. Jefferson Street  
Bensenville, Illinois 60106  
Attn: Joe Caracci

*If to Contractor:* Spear Landscaping, Inc.  
803 Willow Court  
Itasca, IL 60143  
Attn: Tom Spear

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

#### SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the “*Effective Date*”). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

#### SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30<sup>th</sup> day of November 2018.

*(Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation

By: \_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Contractor,

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

| Name                | House | Street         | Contractor        | BASIC GRASS CUTTING | EDGING OF HARDSCAPE | BAGGING/DISPOSAL |
|---------------------|-------|----------------|-------------------|---------------------|---------------------|------------------|
| Edelmiro Jimenez    | 16    | JACQUELYN DR   | Spear Landscaping | X                   | X                   |                  |
| Martin Estrada      | 129   | FOLEY ST       | Spear Landscaping | X                   | X                   | X                |
| Louis Jakab         | 130   | DENNIS DR      | Spear Landscaping | X                   | X                   | X                |
| Stephanie Sikora    | 131   | PAMELA DR      | Spear Landscaping | X                   | X                   |                  |
| Mary Scarpiniti     | 138   | S MASON ST     | Spear Landscaping | X                   |                     |                  |
| Eva Knightly        | 170   | FOLEY ST       | Spear Landscaping | X                   |                     |                  |
| Richard Arquett     | 196   | S MASON ST     | Spear Landscaping | X                   |                     |                  |
| Rose Lugo           | 205   | S JUDSON ST    | Spear Landscaping | X                   | X                   | X                |
| Elizabeth Perez     | 214   | JACQUELYN DR   | Spear Landscaping | X                   | X                   | X                |
| Tony Reinhardt      | 231   | S MASON ST     | Spear Landscaping | X                   | X                   | X                |
| Mary Dede           | 247   | S CENTER ST    | Spear Landscaping | X                   |                     | X                |
| Dominick Salemi     | 248   | BARRON ST      | Spear Landscaping | X                   | X                   | X                |
| Noel Mika           | 268   | MINER ST       | Spear Landscaping | X                   | X                   |                  |
| Margaret Vlchek     | 309   | RIDGEWOOD AVE  | Spear Landscaping | X                   | X                   |                  |
| Anthony Niketopolus | 325   | DIANA CT       | Spear Landscaping | X                   | X                   |                  |
| Sam Yopez           | 335   | GEORGE ST      | Spear Landscaping | X                   | X                   | X                |
| Ann Godellas        | 510   | PARK ST        | Spear Landscaping | X                   | X                   |                  |
| Nancy Leninger      | 555   | E RED OAK ST   | Spear Landscaping | X                   | X                   | X                |
| Ella Barker         | 622   | MC LEAN AVE    | Spear Landscaping | X                   | X                   | X                |
| Leon Brent          | 720   | JOHN ST        | Spear Landscaping | X                   | X                   |                  |
| Margaret Griffin    | 727   | S YORK RD      | Spear Landscaping | X                   | X                   |                  |
| Linda Weiss         | 745   | W MEMORIAL RD  | Spear Landscaping | X                   | X                   | X                |
| Edward Dubois       | 818   | S ADDISON ST   | Spear Landscaping | X                   | X                   | X                |
| Maud Holman         | 855   | S CENTER ST    | Spear Landscaping | X                   |                     | X                |
| George Tabac        | 900   | BRENTWOOD DR   | Spear Landscaping | X                   |                     | X                |
| Achille Dinatale    | 902   | BREITER CT     | Spear Landscaping | X                   | X                   | X                |
| Rolly Waller        | 923   | DOLORES DR     | Spear Landscaping | X                   | X                   | X                |
| Dorothy Ribando     | 928   | PAMELA DR      | Spear Landscaping | X                   |                     |                  |
| Joseph Andreuccetti | 990   | COUNTY LINE RD | Spear Landscaping | X                   |                     | X                |
| Jerome Tarkowski    | 1001  | DONNA LN       | Spear Landscaping | X                   | X                   | X                |
| Anthony Davero      | 1006  | S CENTER ST    | Spear Landscaping | X                   | X                   | X                |
| Sienko Mieczyslaw   | 1013  | DANIEL DR      | Spear Landscaping | X                   | X                   | X                |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH SPEAR  
LANDSCAPING, INC. FOR THE SENIOR / DISABLED GRASS CUTTING  
PROGRAM**

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

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village of Bensenville seeks to establish a Senior / Disabled Grass Cutting Program, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Spear Landscaping, Inc. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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 a contract with Spear Landscaping, Inc. for grass cutting services as part of the Senior / Disabled Grass Cutting Program.

SECTION THREE: The Village Manger 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, dated July 17, 2018

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

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

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

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

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