

## 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**

**6:30 PM January 15, 2019**

- 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. *October 23, 2018 Special Committee of the Whole Meeting Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
  - A. Administration
    1. *Consideration of a Resolution Approving a Purchase Order to Purchase Various Computer Equipment with CDW-G*
  - B. Community and Economic Development
    1. *Motion to Approve A proposed Public Hearing and Annexation Agreement as Presented Between the Village of Bensenville and the Following Locations:  
4N385 Hawthorne Avenue (Parcel number: 03-23-303-002)  
4N323 Hawthorne Avenue (Parcel number: 03-23-303-006)  
16W603 White Pine Road (Parcel number: 03-23-307-001)  
4N240 Church Road (Parcel number: 03-23-307-012)  
4N252 Church Road (Parcel number: 03-23-307-011)  
4N324 Church Road (Parcel number: 03-23-303-014)  
4N386 Church Road (Parcel number: 03-23-303-010)*
    2. *Consideration of an Ordinance Annexing 4N385 Hawthorne Avenue, 4N323 Hawthorne Avenue, 16W603 White Pine Road, 4N240 Church Road, 4N252 Church Road, 4N324 Church Road and 4N386 Church Road into the Village of Bensenville*
    3. *Consideration of an Ordinance Annexing the Single Family Home at 4N651 Briar Lane into the Village of Bensenville*

4. *Consideration of an Ordinance Annexing 11825 Franklin Avenue to the Village of Bensenville*
5. *Consideration of an Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13 to Update Parking Restrictions on Tower Lane.*

C. Finance – No Report

D. Police Department – No Report

E. Public Works

1. *Consideration of a Resolution Authorizing the Close Out of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$145,275.44 from January 1, 2018 to December 31, 2018*
2. *Consideration of a Resolution Appropriating the Use of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$400,000.00 from January 1, 2019 to December 31, 2019*

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:**January 15, 2019**DESCRIPTION:**October 23, 2018 Special Committee of the Whole Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT\_181023\_COW\_Special

**Upload Date**

1/9/2019

**Type**

Cover Memo

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

**MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE  
October 23, 2018**

**CALL TO ORDER:** President DeSimone called the meeting to order at 6:58 p.m.

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

President DeSimone, Carmona, Franz, Jaworska, Panicola

Absent: Lomax, Perez

A quorum was present.

Staff Present: E. Summers, J. Caracci, B. Dooley, V. English, S. Guest, J. Lustro, T. Finner, D. Schultz, A. Thakkar, S. Viger, C. Williamsen

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

**Approval of Minutes:** The October 9, 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.

**2019 Budget:** Village Manager, Evan Summers and and Director of Finance, Amit Thakkar, presented to the Committee the 2019 proposed budget. General discussion was held.

**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 Jaworska seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 8:15 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, January 2019

**TYPE:**Resolution**SUBMITTED BY:**Amit Thakkar**DEPARTMENT:**Finance Department**DATE:**January 15, 2019**DESCRIPTION:**

Consideration of a Resolution Approving a Purchase Order to Purchase Various Computer Equipment with CDW-G

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

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

**COMMITTEE ACTION:**

COW - January 15, 2019

**DATE:**

January 15, 2019

**BACKGROUND:**

Currently, all the detectives and school resource officer do not have mobile computer equipment in their car, which sometimes creates an inconvenience in the field in obtaining the information. We have a Police forfeiture account with a balance of \$67,000. The money can only be used by the Police Department for purchase of equipment, paying informants and for other permitted use. The purchase of 7 computers per the attached quote from CDW-G can be made using the forfeiture account and will not create any additional burden on the Village or its Budget. The price per machine is \$1,249.86 with CDW-G. The same equipment is available at Amazon for \$1,296.86.

**KEY ISSUES:**

- a) All the detectives and School Resource Officer do not have a mobile computer unit.
- b) It creates an inconvenience in the field in obtaining the information.
- c) The forfeiture account has a balance of \$67,000 which can only be used for permitted Police use and purchase of computer equipment is one of the permitted use.
- d) Amazon provides this equipment for \$1,296 while CDW-G provides the same equipment for \$1,249 per unit.

**ALTERNATIVES:**

At the discretion of the Board.

**RECOMMENDATION:**

Staff recommends approval of the Resolution approving the purchase of computer equipment with CDW-G.

**BUDGET IMPACT:**

The purchase will be paid from the forfeiture account which will not impact the Village Budget.

**ACTION REQUIRED:**

Approve the Resolution approving the purchaser order to buy the computers or at the discretion of the Board.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	1/10/2019	Resolution Letter
QUOTE - CDW-G	1/10/2019	Resolution Letter

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

**CONSIDER A RESOLUTION AUTHORIZING A PURCHASE ORDER TO CDW-G. FOR THE PURCHASE OF 7  
MICROSOFT SURFACE COMPUTER UNITS**

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 of Bensenville through it’s President, the Board of Trustees and Staff considers it to be appropriate and in the interest of the Village to buy Computer Units from time to time for its employees.

WHEREAS, the CDW-G is in the business of selling IT equipments and computers and has agreed to provide the 7 Microsoft Computers as provided in the EXHIBIT – A and the Board has decided to approve the purchase order to purchase the computer equipments as described in the EXHIBIT – A.

WHEREAS, the Village has the asset forfeiture account in the General Fund and purchase of computer equipment using the forfeiture fund is a permitted use.

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

That the Village Manager and the Staff is authorized to execute the attached Purchase Order with CDW-G, Inc. to buy the computer equipments as attached in EXHIBIT – A using the asset forfeiture funds.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this

\_\_\_\_\_ day of \_\_\_\_\_ 2019. APPROVED

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

ATTEST: \_\_\_\_\_

Nancy Quinn, Village Clerk

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

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

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

# QUOTE CONFIRMATION



DEAR PAUL CARMODY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1BXC107	1/10/2019	PD SURFACE PRO	8530684	\$8,825.22

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Surface Pro - 12.3" - Core i5 7300U - 8 GB RAM - 256 GB SSD</a> Mfg. Part#: FJY-00001 UNSPSC: 43211509 Contract: MARKET	7	4634733	\$927.67	\$6,493.69
<a href="#">Microsoft Surface Pro Type Cover (M1725) - keyboard - with trackpad, accelle</a> Mfg. Part#: FMN-00001 UNSPSC: 43211706 Contract: SYNEX GSA SCHEDULE (SLED) (GS-35F-0143R)	7	4634736	\$102.04	\$714.28
<a href="#">Microsoft Surface Docking Station</a> Mfg. Part#: PF3-00005 UNSPSC: 43211602 Contract: MARKET	7	3862762	\$166.57	\$1,165.99
<a href="#">UAG Rugged Case for Surface Pro 6, Pro 5, Pro LTE, Pro 4 - Black - case for</a> Mfg. Part#: UAG-SFPRO4-BLK-VP UNSPSC: 53121705 Contract: SYNEX GSA SCHEDULE (SLED) (GS-35F-0143R)	7	3866218	\$35.63	\$249.41
<a href="#">Case Logic 12.1" Chromebooks/Ultrabooks Sleeve - notebook sleeve</a> Mfg. Part#: 3201111 UNSPSC: 53121706 Contract: MARKET	7	5002362	\$17.95	\$125.65

PURCHASER BILLING INFO	SUBTOTAL	\$8,749.02
<b>Billing Address:</b> VILLAGE OF BENSENVILLE ACCOUNTS PAYABLE 12 S CENTER ST BENSENVILLE, IL 60106-2130 <b>Phone:</b> (630) 594-1440 <b>Payment Terms:</b>	SHIPPING	\$76.20
	SALES TAX	\$0.00
	GRAND TOTAL	\$8,825.22
DELIVER TO	Please remit payments to:	
<b>Shipping Address:</b> VILLAGE OF BENSENVILLE ATTN:PAUL CARMODY 12 S. CENTER ST. BENSENVILLE, IL 60106-2234 <b>Phone:</b> (630) 594-1440 <b>Shipping Method:</b> UPS Ground (1- 2 day)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



CDWG Account Team - Jen and  
Meagan

(866) 339-7925

jennandmeagan@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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**TYPE:**Motion**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic  
Development**DATE:**01.15.19**DESCRIPTION:**

Motion to Approve A proposed Public Hearing and Annexation Agreement as Presented Between the Village of Bensenville and the Following Locations:

4N385 Hawthorne Avenue (Parcel number: 03-23-303-002)

4N323 Hawthorne Avenue (Parcel number: 03-23-303-006)

16W603 White Pine Road (Parcel number: 03-23-307-001)

4N240 Church Road (Parcel number: 03-23-307-012)

4N252 Church Road (Parcel number: 03-23-307-011)

4N324 Church Road (Parcel number: 03-23-303-014)

4N386 Church Road (Parcel number: 03-23-303-010)

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

1. The property owners of these seven single family homesites have voluntarily petitioned for annexation into the Village of Bensenville.
2. As part of the request, an Annexation Agreement has been prepared.
3. The Public Hearing is necessary for the Annexation Agreement but not for the annexation of property itself.

**KEY ISSUES:**

1. The Public Hearing is to hear commentary from the general public on the requested Annexation Agreement.

**ALTERNATIVES:**

1. Discretion of the Committee of the Whole.

**RECOMMENDATION:**

Staff respectfully recommends that the Public Hearing on the proposed Annexation Agreement move forward on 01.22.19 and that after the Public Hearing that the Annexation Agreement be approved.

**BUDGET IMPACT:****ACTION REQUIRED:**

1. Public Hearing and move forward with an Annexation Agreement as presented.

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

Aerial Photograph

12/12/2018

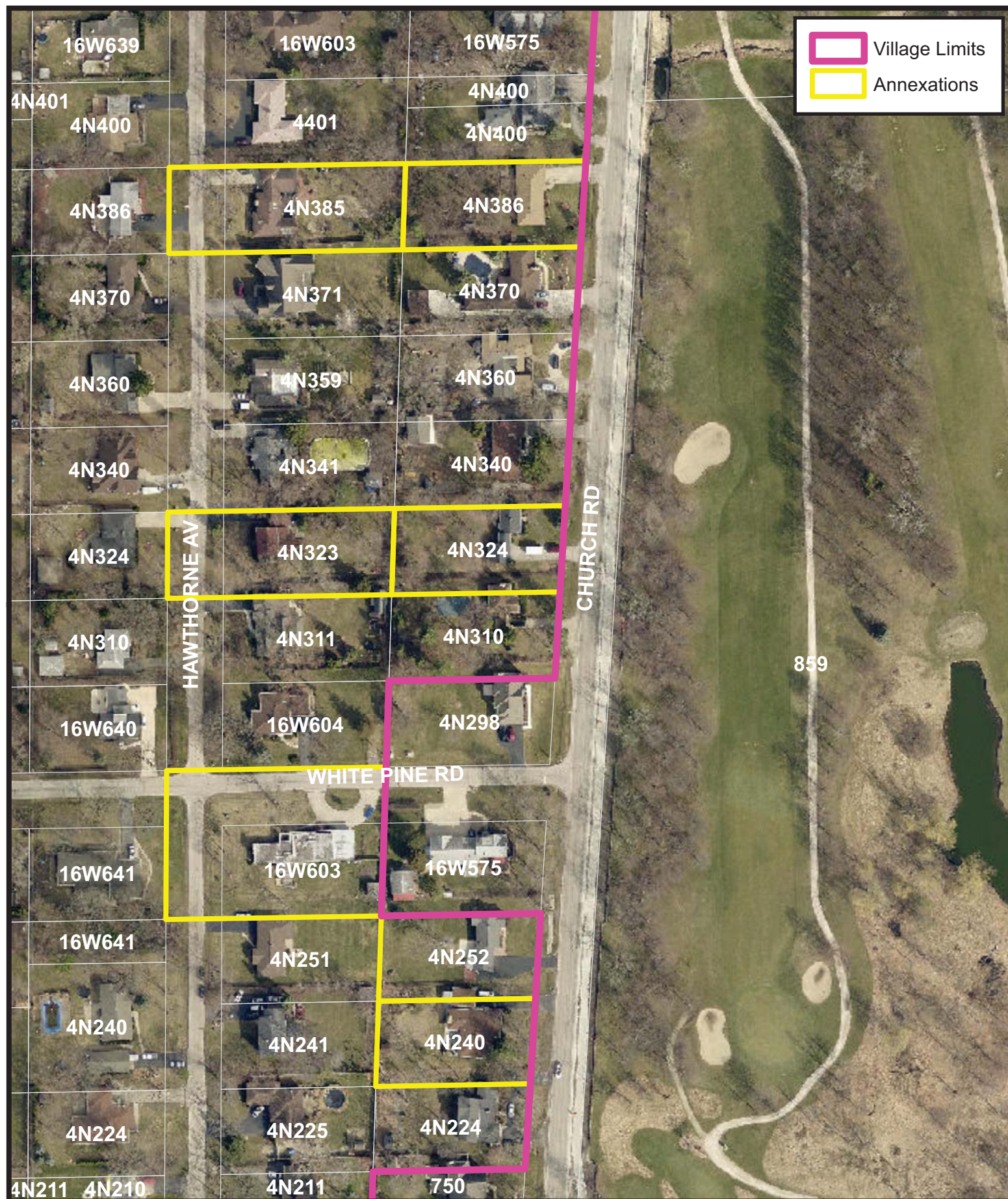
Exhibit

Zoning Exhibit	12/12/2018	Exhibit
Plat of Annexation	12/12/2018	Backup Material
Notice of Public Hearing	1/9/2019	Backup Material
Annexation Agreement	12/12/2018	Exhibit
Ordinance	1/10/2019	Ordinance



# Village of Bensenville

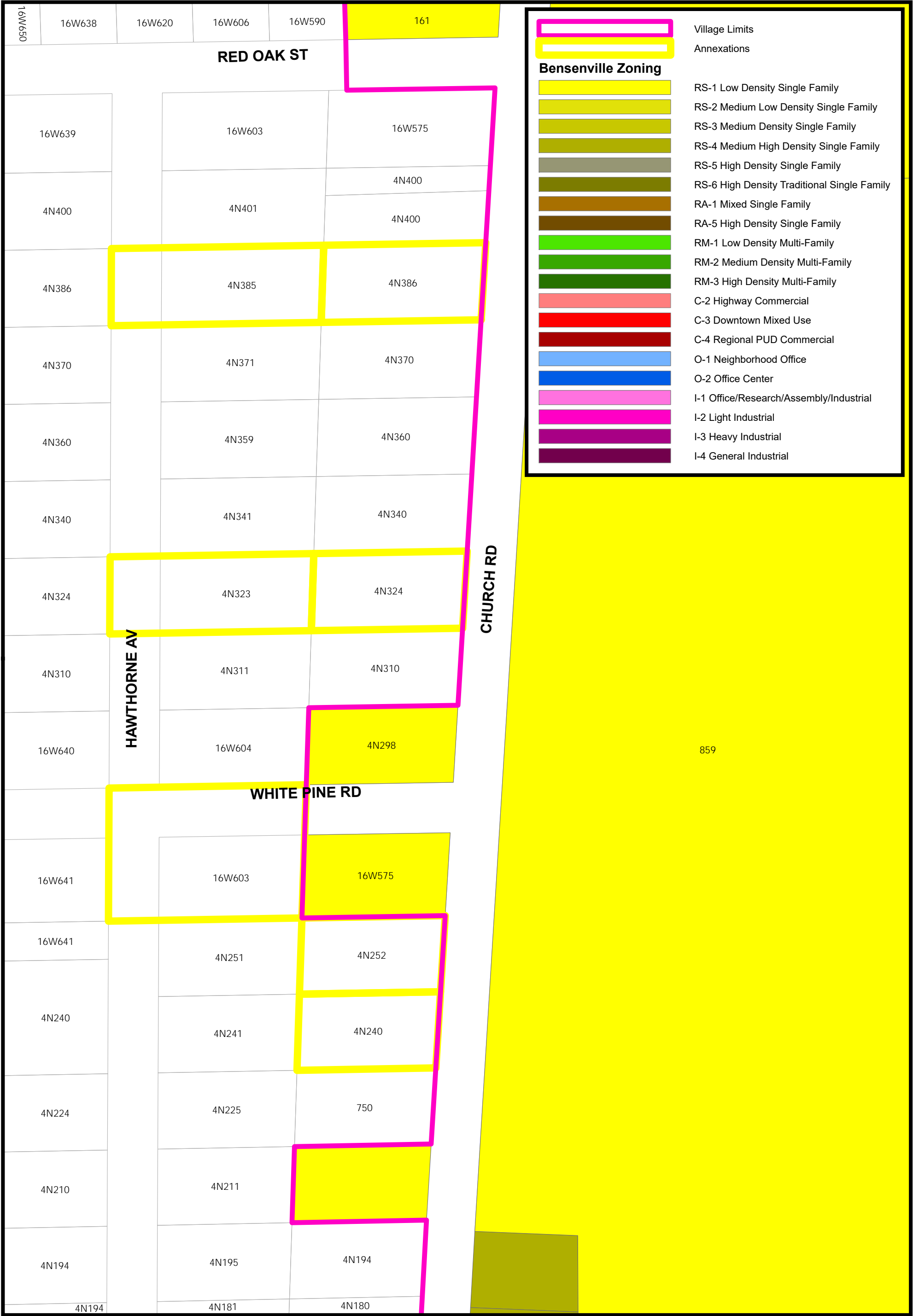
Single Family Annexations 2018





# Village of Bensenville

## Zoning Map





**NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION AGREEMENT  
VILLAGE OF BENSENVILLE, ILLINOIS**

On January 22, 2019, at 6:30 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Bensenville in the Village Hall Board Room, 12 S. Center St. Bensenville, Illinois, 60106 for the purpose of considering and hearing testimony concerning a proposed annexation agreement relating to the annexation of properties into the Village of Bensenville. The properties that are the subject of the proposed annexation agreement are generally located contiguous to the Village on the west side of Church Road, north of Fischer Woods, south of 3<sup>rd</sup> Avenue, and are identified by the following Addresses and PIN numbers:

16W603 White Pine, 0323307001;  
4N240 Church, 0323307012;  
4N252 Church, 0323307011;  
4N324 Church, 0323303014;  
4N386 Church, 0323303010;  
4N323 Hawthorne, 0323303006; and  
34N385 Hawthorne, 0323303002.

Comments, including objections, to the proposed annexation agreements may be made in writing and filed in the office of the Village Clerk of the Village of Bensenville, 12 S. Center St. Bensenville, Illinois 60106 before the public hearing, or may be made in person during the public hearing. All interested persons are invited to attend the public hearing and will be given the opportunity to be heard.

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Nancy Quinn, Village Clerk  
January 4, 2019

## **ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Village of Bensenville, a municipal corporation (the "Village") and \_\_\_\_\_ (the "Residents").

### **RECITALS:**

**WHEREAS**, the Residents are the owners of the property identified in the respective Voluntary Petitions for Annexation which are attached as "Exhibit A". Collectively all the property that is described in the Voluntary Petitions for Annexation attached as Exhibit A shall hereinafter be know and referred to herein as the "Territory";

**WHEREAS**, the Territory is located in DuPage County, Illinois; and

**WHEREAS**, the Residents desire to have the Territory voluntarily annexed to the Village pursuant to the provisions of 65 ILCS 5/7-1-8 in accordance with the terms and conditions hereinafter set forth herein; and

**WHEREAS**, each of the Petitions for Voluntary Annexation to the Village pursuant to 65 ILCS 5/7-1-8 that are attached as Exhibit A each state that: (1) they are signed by all the owners of property described in said Petition and (2) that to the extent there are any Electors residing on property, it is signed by more than 51% of the Electors residing on the property described in the Petition; and

**WHEREAS**, the Territory is presently contiguous to the corporate limits of the Village of Bensenville; and

**WHEREAS**, upon due notice and advertisement as provided by law, the Village has held such public hearings on the zoning of the Territory as are required by law, and after due deliberation thereon and the receipt of public comment with respect thereto, has made determinations and findings of fact with respect to the zoning of the Territory upon its annexation to the Village; and

**WHEREAS**, the Corporate Authorities of the Village has received the report of the Village Staff, and has given due and careful consideration of the reports and the recommendations for the zoning of the Territory upon annexation and has reviewed this proposed annexation agreement in substance and form substantially the same as this Agreement; and

**WHEREAS**, the Residents are legally authorized to enter into this Agreement with the Village and to perform all of their respective undertakings and covenants set forth herein; and

**WHEREAS**, the Corporate Authorities of the Village have evaluated the annexation of the Territory described in the Petition according to the terms of this Agreement; and

**WHEREAS**, the Village, after due and careful consideration, has concluded that the annexation and zoning of the Territory pursuant to the terms and conditions hereinafter set forth would allow the Village to provide better water service to the Territory, extend the corporate limits and jurisdiction of the Village, permit the sound planning and development of the Village and otherwise enhance and promote the general welfare of the Village and its residents.

**NOW, THEREFORE**, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the parties hereto, the Residents and Village agree as follows:

**1.0    Recitals.**

The foregoing recitals are hereby incorporated into this Agreement as if fully set forth in this paragraph 1.

**2.0    Annexation.**

The Residents have submitted petitions to annex the Territory to the Village of Bensenville that are in full compliance with the requirements of 65 ILCS 5/7-1-8. A plat of annexation correctly depicting the Territory to be annexed to the Village has been prepared. At the first meeting of the

Corporate Authorities of the Village at which the annexation of the Territory can be legally approved following the giving of any notices that may be required pursuant to 65 ILCS 5/7-1-1, if any, the Village shall adopt an ordinance annexing (the “Annexation Ordinance”) all of the Territory that is collectively described in "Exhibit A” into the corporate limits of the Village. The Village shall, as soon as reasonably practicable following the approval of the Annexation Ordinance record and file copies of the Annexation Ordinance and Plat of Annexation with the DuPage County Recorder of Deeds, the DuPage County Clerk and the required election authority. The Village shall also notify the Illinois Department of Revenue of the annexation of the Territory.

### **3.0     Zoning:**

3.1     Immediately following adoption of the ordinance annexing the Territory into the Village, the Corporate Authorities of the Village shall approve: (1) an Ordinance which creates a new overlay zoning district for the Territory that adopts the DuPage County Zoning Ordinance to the extent that it was applicable to the Territory prior to annexation; and (2) an Ordinance rezoning the Territory into the newly adopted overlay zoning District, such that, during the term of this Annexation Agreement, the Territory continues to be subject to the same relevant zoning district provisions that were applicable to it prior to the date of its annexation.

3.2     The zoning classifications of the Territory shall remain in effect from and after the adoption of the ordinances zoning the Territory to the zoning classifications provided herein, unless an amendment or change is sought by a Resident, or the then fee owner of any portion of the Territory and approved by the Village. Notwithstanding the foregoing, the parties agree that if, during the term of this Annexation agreement, the Village re-defines or amends the zoning classification applicable to the Territory, the regulations established by such re-defined or amended zoning classification shall not be more restrictive than, and shall not impose greater limitations on

the development, use or enjoyment of the Territory, or any portion thereof, than the Zoning District Regulations adopted pursuant to Section 3.1

#### **4.0 Water Main.**

4.1 The Village shall pursue the construction of new water mains serving the Territory pursuant to the proposed overview that is attached as “Exhibit B”. As new water mains are completed they shall be operated and maintained as part of the Village’s public water system. After the annexation of the Territory, the Village shall cause the necessary engineering plans to be prepared, obtain the necessary funding for the costs of the new water main project and pursue any and all permits that may be required.

4.2 Easements- Permanent. In the event, the owners of any property or lot within the Territory have any property interest in any portion of the right-of-way upon which any new water main is proposed to be constructed, they shall execute, authorize and approve a permanent easement authorizing the Village to construct, operate, maintain and replace any such new water main and any related equipment and facilities within the required right-of-way. If the Village, in the exercise of its discretion determines that the water main cannot or should not be installed within the existing right-of-way and must be installed within the portion of any lot that is not subject to any right-of-way, the owners of any property or lot within the Territory upon which any portion of the new water main is proposed to be constructed shall execute, authorize and approve a 15 foot permanent easement (as measured perpendicular to the road right-of-way) that runs parallel with and adjacent to the road right-of-way. The permanent easement shall be in a form that is acceptable to the Village and shall be recorded at the expense of the Village. In the event a separate permanent easement is not executed or is not recorded, the execution of this Annexation Agreement by the owners of any portion of the Territory upon which a permanent easement is required by this Section shall be deemed to authorize, include and complete the grant of the permanent easement required herein for the Village to

construct, operate, maintain, and replace the water main. The permanent easement so granted shall remain in affect following the termination of this Annexation Agreement.

4.3 Temporary Construction Easements. In order to facilitate the construction of the proposed new water mains, the owners of the property within the Territory shall execute temporary construction easements attached as “Exhibit C”. In the event a separate temporary construction easement is not executed or is not recorded, the execution of this Annexation Agreement by the owners of any portion of the Territory shall be deemed to authorize, include and complete the grant of the temporary construction easement pursuant to the terms set forth in this Annexation Agreement and “Exhibit C”.

4.4 Replacement of Service lines. In the event, the construction of the proposed new water lines requires the replacement of or the new installation of a water service line from the proposed new main to the entry point of the service line to the structure located within the Territory, such work shall be completed at the cost of the Village. Upon the completion of each service line and the Village’s inspection and approval of the contractor’s work, the owner of the property upon which the new service line has been located and its heirs, successors, assigns and transferees shall thereafter be responsible for the future operation of the water service line downstream from the B-Box (the valve which allows water to the service line to be turned off).

4.5 Landscape Restoration. The Village, at its cost, shall be responsible for all landscape restoration work and any other damage caused to any property within the Territory to the extent such restoration work or damage has been made necessary or has been caused by any Village activities conducted pursuant Sections 4.1 through and including 4.4.

4.6 Water surcharge. In order to in part compensate the Village for the costs of the work that is required by this Annexation Agreement, a monthly surcharge of \$50.00 shall be added to each future water bill issued to each water user account within the Territory for a period of 5 calendar

years (i.e. 60 monthly surcharge payments of \$50.00). Except, the surcharge shall be reduced to \$25.00 per month for senior citizen property owners within the Territory as defined by the Village.

**5.0 Miscellaneous:**

5.1 The parties acknowledge and agree that the individuals who are members of the Corporate Authorities of the Village of Bensenville are entering into this Agreement for and on behalf of the Village of Bensenville and that they shall have no personal liability in their individual capacities.

5.2 (a) This Agreement shall be valid and binding for a term of twenty (20) years after the date it is first executed by the Village and all the Residents and is further intended to be binding upon each successive owner of any portion of the Territory and shall constitute a covenant running with the land. This Agreement shall be recorded with the DuPage County Recorder's Office.

(b) If a Resident or its successors sell a portion of the Territory, the seller shall be deemed to have assigned to the purchaser any and all rights and obligations it may have under this Agreement which affect the portion of the Territory sold or conveyed and thereafter the seller shall have no further obligations under this Agreement as it relates to the portion of the Territory so conveyed, but any such seller shall retain any rights and obligations it may have under this Agreement with respect to any part of the Territory retained and not conveyed by such seller.

5.3 The failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No action taken by any party to this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be

cumulative and non-exclusive of any other remedy either set forth herein or available to any party at law or equity.

5.4 This Agreement may only be amended by the Village's adoption of an ordinance authorizing the execution of such amendment, after a public hearing in accordance with Article 11, Division 15.1 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et. seq.) and the subsequent execution of such amendment by all of the other parties hereto.

5.5 In the event that any pertinent existing or future regulations, resolutions or ordinances of the Village are inconsistent with or conflict with the terms or provisions of this Agreement, the terms or provisions of this Agreement shall supersede the regulations, resolutions or ordinances in question to the extent of such inconsistency or conflict.

5.6 (a) Upon a breach of this Agreement, any of the parties may secure the specific performance of the covenants and agreements herein contained or may exercise any remedies available at law via an appropriate action, the sole venue for which shall be in the Circuit Court of DuPage County, Illinois.

(b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial remedy as provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same).

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the

length of such delay provided, however that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

5.7 This Agreement sets forth all agreements, understandings, and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the parties.

5.8 If any provision, clause, word, or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provision, clause, word, or designation contained herein. Furthermore, if any provision of this Agreement is held invalid, the invalidity thereof shall not cause the Village to change any zoning classification which has been approved by the Village pursuant to the provisions of the Village's ordinances and the valid provisions of this Agreement.

5.9 It is understood and agreed by the parties hereto that the successful consummation of this Agreement requires their continued cooperation. No Resident shall seek to disconnect any portion of the Territory from the Village during the term of this Agreement.

5.10 This Agreement may be executed in multiple counterparts, all of which when taken together shall constitute one Agreement.

5.11 The headings of the Sections of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

5.12 This Agreement may be reproduced by means of xerox process or otherwise by electronic means or from a digitally stored format. Each such reproduction, if it shows execution by

the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

5.13 Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

5.14 Notices, including Notices to effect a change as to the persons hereinafter designated to receive Notice(s), or other writings which any party is required to or may wish to serve upon any other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Village, or the Corporate Authorities:

VILLAGE OF BENSENVILLE  
Attention: Village Manager  
12 S. Center St.  
Bensenville, Illinois 60106

with a copy to the Village Attorney:

Montana & Welch L.L.C.  
11952 S. Harlem Ave., Suite 200A  
Palos Heights, IL. 60403

If to Resident, to the address of the Resident set forth adjacent to the Residents' signature:

5.15 The parties each intend that this Agreement shall require the parties to act in accordance with any and all applicable laws and regulations enacted by any other governmental authority which are applicable to any action or activity undertaken by either party pursuant to, under, or in furtherance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year identified with their signature.

**VILLAGE OF BENSENVILE,**

By: \_\_\_\_\_  
Village President

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

**RESIDENTS:**

<div>[printed name]</div> <div>[address line 1]</div> <div>[address line 2]</div> <div>Signature</div> <div>Date: _____</div>	<div>[printed name]</div> <div>[address line 1]</div> <div>[address line 2]</div> <div>Signature</div> <div>Date: _____</div>
<div>[printed name]</div> <div>[address line 1]</div> <div>[address line 2]</div> <div>Signature</div> <div>Date: _____</div>	<div>[printed name]</div> <div>[address line 1]</div> <div>[address line 2]</div> <div>Signature</div> <div>Date: _____</div>
<div>[printed name]</div> <div>[address line 1]</div> <div>[address line 2]</div> <div>Signature</div> <div>Date: _____</div>	<div>[printed name]</div> <div>[address line 1]</div> <div>[address line 2]</div> <div>Signature</div> <div>Date: _____</div>

<p>_____</p> <p>[printed name]</p> <p>_____</p> <p>[address line 1]</p> <p>_____</p> <p>[address line 2]</p> <p>_____</p> <p><b>Signature</b></p> <p><b>Date:</b> _____</p>	<p>_____</p> <p>[printed name]</p> <p>_____</p> <p>[address line 1]</p> <p>_____</p> <p>[address line 2]</p> <p>_____</p> <p><b>Signature</b></p> <p><b>Date:</b> _____</p>
<p>_____</p> <p>[printed name]</p> <p>_____</p> <p>[address line 1]</p> <p>_____</p> <p>[address line 2]</p> <p>_____</p> <p><b>Signature</b></p> <p><b>Date:</b> _____</p>	<p>_____</p> <p>[printed name]</p> <p>_____</p> <p>[address line 1]</p> <p>_____</p> <p>[address line 2]</p> <p>_____</p> <p><b>Signature</b></p> <p><b>Date:</b> _____</p>
<p>_____</p> <p>[printed name]</p> <p>_____</p> <p>[address line 1]</p> <p>_____</p> <p>[address line 2]</p> <p>_____</p> <p><b>Signature</b></p> <p><b>Date:</b> _____</p>	<p>_____</p> <p>[printed name]</p> <p>_____</p> <p>[address line 1]</p> <p>_____</p> <p>[address line 2]</p> <p>_____</p> <p><b>Signature</b></p> <p><b>Date:</b> _____</p>

Duplicate Signature Page as needed

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the individual that appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing instrument as a RESIDENT for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 2018.

Notary Public

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the individual that appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing instrument as a RESIDENT for the uses and purposes therein set forth.

Given under my hand and official seal  
and sworn to before me this \_\_\_\_<sup>th</sup> day  
of \_\_\_\_\_, 2018.

Notary Public

Duplicate Notary Block as needed

**EXHIBIT A TO ANNEXATION AGREEMENT**  
(Signed Petitions for Voluntary Annexation)

# **EXHIBIT B TO ANNEXATION AGREEMENT**

(Water Main Overview)

## EXHIBIT C TO ANNEXATION AGREEMENT

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, \_\_\_\_\_, (Grantors) as the legal and beneficial owners of the property legally described in Exhibit A (the "Real Estate"), herein, grants to the VILLAGE OF BENSENVILLE (AVillage@), an Illinois municipal corporation and its contractors, agents, employees, subcontractors and assigns, this **Temporary Construction Easement** over and within the Real Estate that is described as follows:

An easement over and within the Real Estate to allow equipment, workers and materials to be placed upon the Real Estate for the purpose of constructing and installing: (1) a new Village water main within the right-of-way of the street, road or highway serving the Real Estate or the property adjacent to the right-of-way; (2) a new water service line on the Real Estate connecting the new water main installed to the existing location where the water service line enters the structure on the Real Estate; and (3) the disconnection and abandonment in place of the existing water service line that connects to the water main in the rear yard;

in accordance with the terms set forth herein.

#### **1. Utilization of the Temporary Construction Easement.**

The work within the Temporary Construction Easement granted the Village, as described above, shall be performed solely at the expense of the Village and shall be subject to the following terms:

(i) The Village's obligation to repair any grass, vegetation, shrubs, plantings, sidewalks, driveways, fencing, other hard surfaces or other damages to the Real Estate to the extent they are caused by any work conducted pursuant to this Temporary Construction Easement. Following the completion of the work, it shall be the Village's obligation, at the Village's expense, to make any repairs and corrections to the Real Estate that may be necessary because of the activities conducted on the Real Estate pursuant to this Temporary Construction Easement in order to return the Real Estate to the condition it was in prior to entry upon the Real Estate pursuant to this Temporary Construction Easement, or better. In the event the season of the year or the weather prevents the installation of any necessary planting of grass, vegetation, shrubs, plantings or other repair work, the Village shall make all such plantings or work needed because of its use of this Temporary Construction Easement at soon as such activities can be successfully accomplished.

(ii) This Temporary Construction Easement shall only be used during the period of time that is necessary for the completion of the installation of a water main within the right-of-way adjacent to the Real Estate, the installation of a new water service line on the Real Estate and any repairs or corrective work on the Real Estate as a result of the activities conducted on the Real Estate pursuant to this Temporary Easement. Upon the completion of the work

contemplated, this Temporary Construction Easement shall be terminated.

(iii) All, work, repairs and corrective work performed pursuant to this Temporary Construction Easement shall be performed by qualified contractors and/or Village employees pursuant to all applicable relevant laws, ordinances and codes.

(iv) Following the installation of the new water service line and the expiration of any applicable contractor warranty period, the maintenance of the service line to the point at which it connects to the new Village water main installed in the right-of-way shall solely be the responsibility of the Grantors.

**2. Insurance.** The Village shall require that its contractor performing work on the Real Estate shall, at all times, be required to have standard liability insurance covering personal injuries and property damage caused by the contractor while working on the Real Estate with limits of coverage that shall not be less than \$1,000,000.00. The Grantor's shall be named as additional insureds on the contractor's required liability insurance.

**3. Indemnity.** The Village's contract with the contractor performing work on the Real Estate pursuant to this Temporary Construction Easement shall require that the contractor, to the fullest extent permitted by law, indemnify, hold harmless and defend the Grantors from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys', experts' and paralegals' fees and court costs), arising out of or resulting from the performance of the contractor's work on the Real Estate pursuant to this Temporary Construction Easement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including the loss of use resulting therefrom, but only to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the contractor and any of the contractor's subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right which the Grantors would otherwise have.

**4. Warranties of Grantor.** The Grantors set forth the following warranties:

- (i) That Grantors have full legal capacity and authority to enter into this Temporary Construction Easement and have properly approved this easement.
- (ii) That Grantors are the sole legal and beneficial owners of the Real Estate and have not assigned, sold, conveyed, encumbered, mortgaged, devised, leased, licensed or disposed of or otherwise granted any right, privilege or interest of any kind or type in said Real Estate that would prevent them from granting this Temporary Construction Easement or unreasonably interfere with the use of this easement.

**5. Warranties of Village.** As consideration for Grantors' performance under this Agreement, the Village warrants that the Village has full legal capacity and authority to enter into this Temporary Construction Easement and has properly approved this Temporary Construction

Easement;

**6. Successors and Assigns.** This Temporary Construction Easement shall be binding not only upon Grantors but also upon the Grantors' successors, heirs, devisees, lessees, and assigns and all other successors and interests to the Real Estate or any portion thereof and shall continue until terminated pursuant to this paragraph its terms.

**7. Recording.** This easement may be recorded by the Village with the DuPage County Recorder of Deeds. If recorded, the Village shall also record a release of this Temporary Construction Easement upon the termination of this easement.

IN WITNESS WHEREOF, Grantors have executed, sealed and delivered this easement and the Village has caused this easement to accepted and signed in its corporate name by its Village President and to be attested to by its Village Clerk.

GRANTOR(S):

VILLAGE OF BENSENVILLE

\_\_\_\_\_

\_\_\_\_\_

Village President

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Village Clerk

**EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT**

(Legal Description)

PIN #:

Common Address:

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

**AN ORDINANCE ANNEXING CERTAIN TERRITORY COMMONLY KNOWN AS  
"16W603 WHITE PINE; 4N240 CHURCH; 4N252 CHURCH; 4N324 CHURCH; 4N386  
CHURCH; 4N323 HAWTHORNE; AND 34N385 HAWTHORNE"  
TO THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS**

**Whereas**, a written petition signed by the legal owners of record and at least 51% of the electors residing at the property of all land within the property hereinafter described, which are commonly known as 16W603 White Pine; 4N240 Church; 4N252 Church; 4N324 Church; 4N386 Church; 4N323 Hawthorne; and 34N385 Hawthorne, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", has been filed with the Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, requesting that 16W603 White Pine; 4N240 Church; 4N252 Church; 4N324 Church; 4N386 Church; 4N323 Hawthorne; and 34N385 Hawthorne, as legally described in Exhibit "A" attached hereto and incorporated herein by reference, be annexed to the Village of Bensenville; and

**WHEREAS**, the said Property is not within the corporate limits of any municipality but is contiguous to the Village of Bensenville; and

**WHEREAS**, notice of said annexation has been given to public bodies required to receive such notice pursuant to statute; and

**WHEREAS**, copies of such notices required to be recorded, if any, have been or will be recorded in the Office of the recorder of Du Page County; and

**WHEREAS**, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7 – 1 – 8 of the Illinois Municipal Code; and

**WHEREAS**, it is in the best interests of the Village of Bensenville that the property be annexed thereto

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

**SECTION ONE:** That the property described in Exhibit "A" which bears the common address of 16W603 White Pine; 4N240 Church; 4N252 Church; 4N324 Church; 4N386 Church; 4N323 Hawthorne; and 34N385 Hawthorne Bensenville, Illinois, being indicated on the accurate map of annexed property, as appended to and a part of this Ordinance as Exhibit "B" is hereby annexed to the Village of Bensenville; DuPage and Cook Counties, Illinois.

**SECTION TWO:** That the official map of the Village of Bensenville be amended to reflect the extension of corporate limits of the Village of Bensenville to include the property hereinabove described and to the far side of adjacent roadway, and annexed hereby.

**SECTION THREE:** That the Village Clerk of the Village of Bensenville is directed hereto to file in the Office of the Recorder of Deeds of Du Page County, Illinois a certified copy of this Ordinance, together with an accurate map of the property annexed, and to provide notice of this annexation to the DuPage County Board of Election Commissioners and the United States Postal service, as well as, to record with the Recorder's Office all notices and affidavit of notice provided for said annexation.

**SECTION FOUR:** That the Village Clerk of the Village of Bensenville be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and published.

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

**SECTION SIX:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 22<sup>nd</sup> day of January 2019.

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

ATTEST:

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

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

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

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

**Exhibit “A”**  
**Petition for Annexation**

**Exhibit “B”  
Plat of Annexation**

**TYPE:**Motion**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic  
Development**DATE:**01.15.19**DESCRIPTION:**

Consideration of an Ordinance Annexing 4N385 Hawthorne Avenue, 4N323 Hawthorne Avenue, 16W603 White Pine Road, 4N240 Church Road, 4N252 Church Road, 4N324 Church Road and 4N386 Church Road into the Village of Bensenville

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

01.15.19

**BACKGROUND:**

1. The property owners of these seven single family homes have voluntarily petitioned for annexation into the Village of Bensenville.
2. As part of the request, an Annexation Agreement has been prepared.
3. A Public Hearing before the Village Board is necessary prior to approval of the Annexation Agreement.
4. After the Public Hearing the Village Board will consider an Ordinance approving the Annexation Agreement.
5. Then the Village would consider the attached Ordinance annexing the properties in question.

**KEY ISSUES:**

1. The properties in question are not annexed into any municipality.
2. The owners of the properties have voluntarily requested annexation into the Village.

**ALTERNATIVES:**

1. Discretion of the Committee.

**RECOMMENDATION:**

1. Staff respectfully recommends approval of the Ordinance.

**BUDGET IMPACT:****ACTION REQUIRED:**

1. Approve the Ordinance. annexing the properties into the Village of Bensenville.

**ATTACHMENTS:**

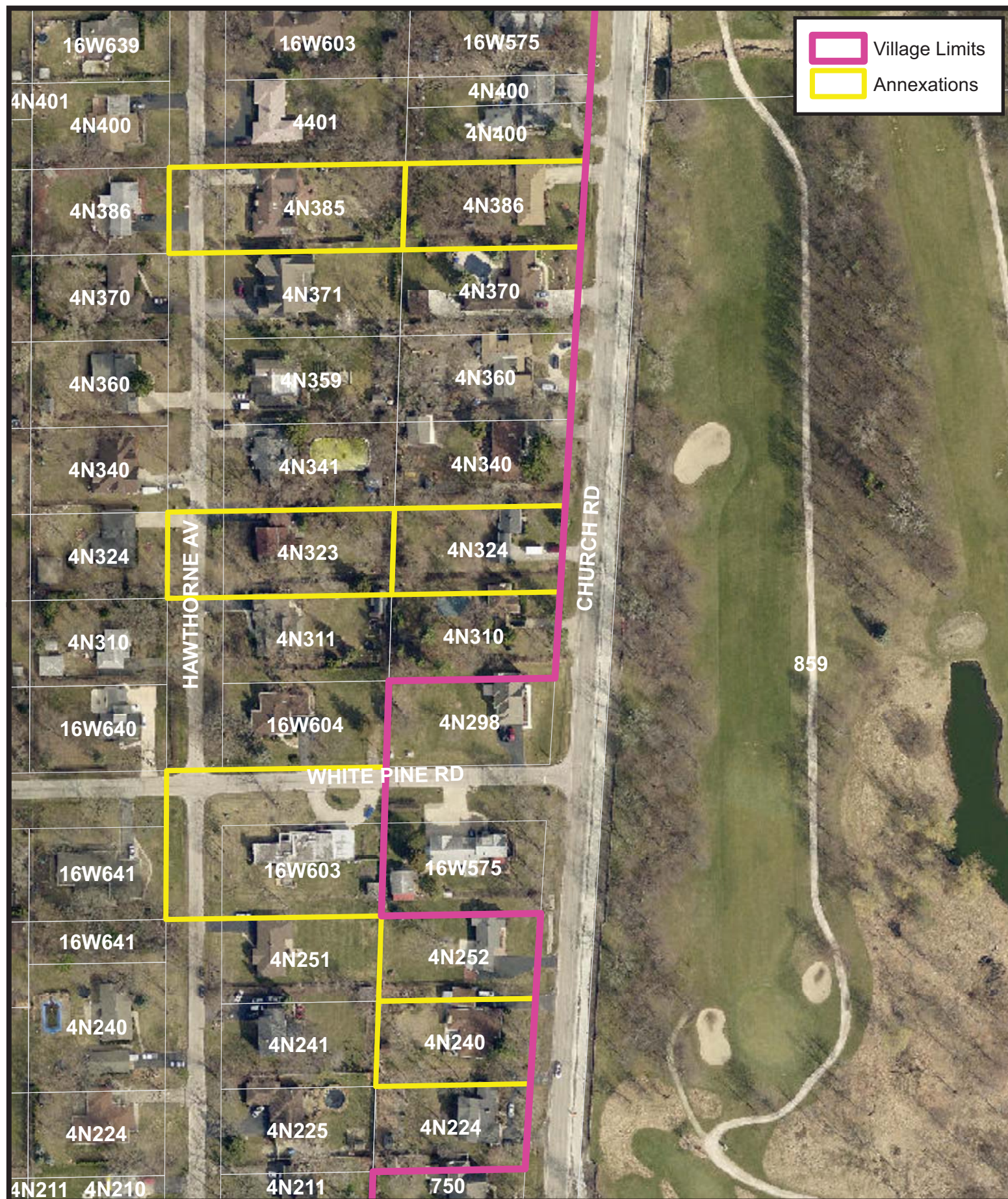
<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial Photograph	1/10/2019	Exhibit
Zoning Exhibit	1/10/2019	Exhibit
Plat of Annexation	1/10/2019	Exhibit





# Village of Bensenville

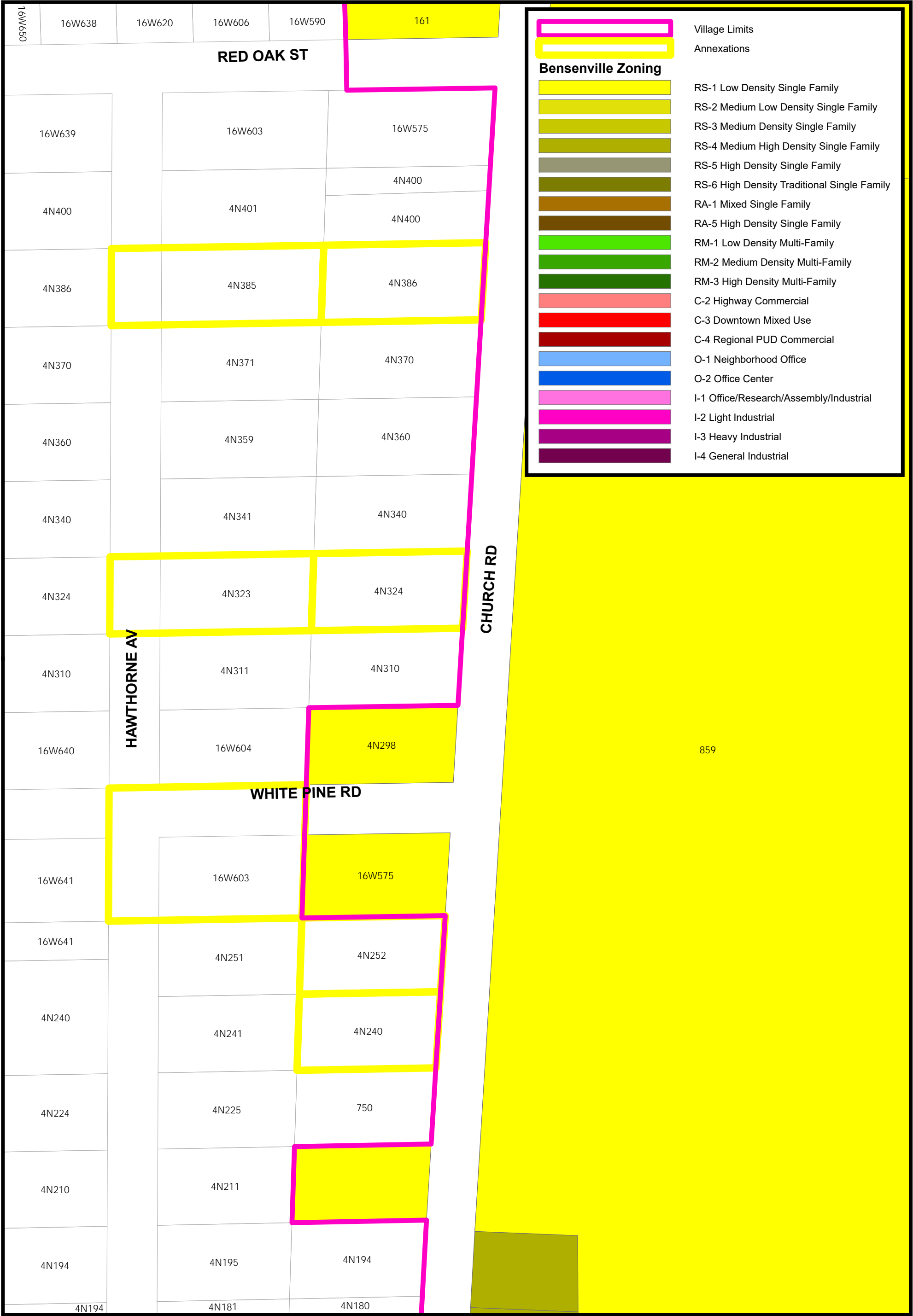
Single Family Annexations 2018



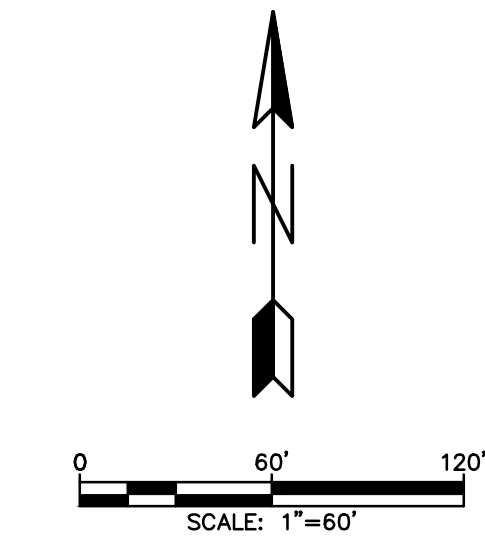


# Village of Bensenville

## Zoning Map



P.I.N.  
03-23-303-002 (LOT 16, BLOCK 8)  
03-23-303-006 (LOT 12, BLOCK 8)  
03-23-303-010 (LOT 3, BLOCK 8)  
03-23-303-014 (LOT 7, BLOCK 8)  
03-23-307-001 (LOT 18, BLOCK 9)  
03-23-307-011 (LOT 2, BLOCK 9)  
03-23-307-012 (LOT 3, BLOCK 9)



- LEGEND**
- = EX. LOT LINE
  - = EX. CENTERLINE
  - = EX. CORPORATE BOUNDARY LINE
  - = AREA TO BE ANNEXED

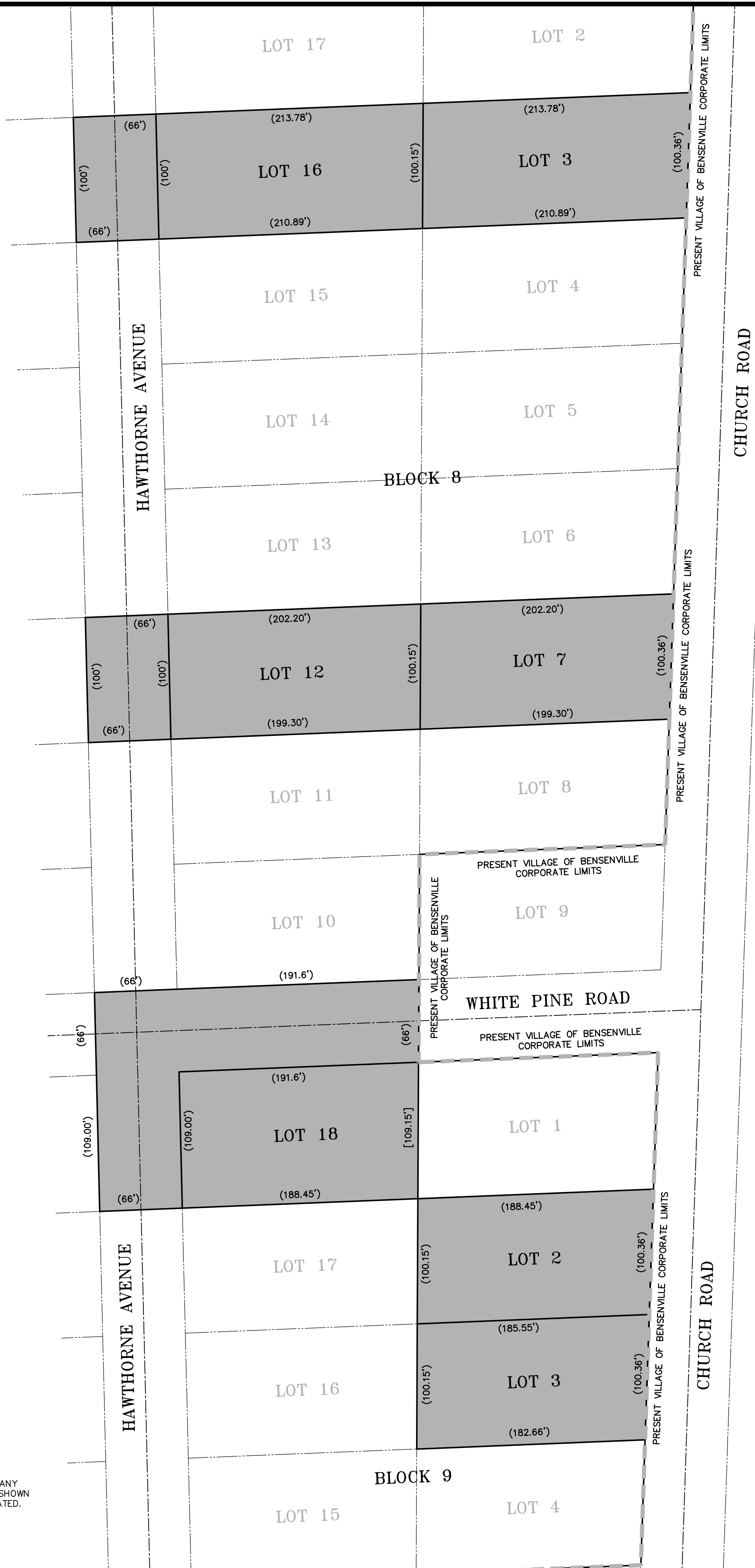
**ABBREVIATIONS**

A	ARC LENGTH
B.S.L.	BUILDING SETBACK LINE
CH	CHORD
CONC.	CONCRETE
DOC.	DOCUMENT
E	EAST
FIP	FOUND IRON PIPE
FIR	FOUND IRON ROD
INV.	INVERT
N	NORTH
R	RADIUS
R.C.P.	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT OF WAY
S	SOUTH
T/PIPE	TOP OF PIPE
W	WEST
(XXX.XX)	RECORD INFORMATION
[XXX.XX]	CALCULATED INFORMATION

SUBMITTED BY: /RETURN TO:  
VILLAGE OF BENSENVILLE  
12 S. CENTER STREET  
BENSENVILLE, ILLINOIS

**GENERAL NOTES**

- ALL DISTANCES ARE RECORD DIMENSIONS.
- CHECK LEGAL DESCRIPTION WITH DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY IMMEDIATELY. BUILDING LINES AND EASEMENTS, IF ANY, SHOWN HEREON ARE AS SHOWN ON THE RECORDED SUBDIVISION OR AS INDICATED.
- ALL AREAS LISTED ARE MORE OR LESS.
- ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.



# PLAT OF ANNEXATION FOR THE PURPOSE OF ANNEXING TERRITORY TO THE VILLAGE OF BENSENVILLE, ILLINOIS

**LEGAL DESCRIPTIONS:**

LOT 3 IN BLOCK 8 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385 IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 4N386 CHURCH ROAD, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-303-010  
AREA: 21,232 SQUARE FEET (0.487 ACRES±)

LOT 7 IN BLOCK 8 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385 IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 4N324 CHURCH ROAD, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-303-014  
AREA: 20,074 SQUARE FEET (0.461 ACRES±)

LOT 12 IN BLOCK 8 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 4N323 HAWTHORNE AVENUE, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-303-006  
AREA: 20,073 SQUARE FEET (0.461 ACRES±)

LOT 16 IN BLOCK 8 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 4N385 HAWTHORNE AVENUE, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-303-002  
AREA: 21,231 SQUARE FEET (0.487 ACRES±)

LOT 2 IN BLOCK 9 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22 AND THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 4N252 CHURCH ROAD, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-307-011  
AREA: 18,698 SQUARE FEET (0.429 ACRES±)

LOT 3 IN BLOCK 9 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22 AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 4N240 CHURCH ROAD, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-307-012  
AREA: 18,408 SQUARE FEET (0.423 ACRES±)

LOT 18 IN BLOCK 9 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 23, AND IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 13, 1945 AS DOCUMENT 476240 AND OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.  
COMMON ADDRESS: 16W603 WHITE PINE ROAD, BENSENVILLE, ILLINOIS  
P.I.N.: 03-23-307-001  
AREA: 20,710 SQUARE FEET (0.475 ACRES±)

PORTIONS OF HAWTHORNE AVENUE AND WHITE PINE ROAD LYING ADJACENT TO AND CONTIGUOUS WITH LOT 12 IN BLOCK 8, LOT 16 IN BLOCK 8 AND LOT 18 IN BLOCK 9 IN BRANIGAR'S WHITE PINES, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 22, AND PART OF THE WEST HALF OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 15, 1945 AS DOCUMENT 485385, IN DUPAGE COUNTY, ILLINOIS.  
AREA: 37,473 SQUARE FEET (0.860 ACRES±)

**VILLAGE CLERK CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

I, \_\_\_\_\_, VILLAGE CLERK OF THE VILLAGE OF BENSENVILLE, ILLINOIS HEREBY CERTIFY THAT THE PLAT WAS PRESENTED BY AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF SAID VILLAGE AT ITS MEETING HELD ON \_\_\_\_\_, 20\_\_\_\_, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS BY THE REGULATIONS OF SAID VILLAGE.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF BENSENVILLE, ILLINOIS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.

VILLAGE CLERK

**DUPAGE COUNTY RECORDER'S CERTIFICATE**

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_.  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ (A.M./P.M.)

BY: \_\_\_\_\_  
DUPAGE COUNTY RECORDER OF DEEDS

STATE OF ILLINOIS }  
COUNTY OF DUPAGE } SS

ENGINEERING RESOURCE ASSOCIATES, AN ILLINOIS PROFESSIONAL DESIGN FIRM, HEREBY CERTIFIES THAT THIS PLAT OF ANNEXATION HAS BEEN PREPARED FOR THE VILLAGE OF BENSENVILLE TO BE USED IN CONJUNCTION WITH

ORDINANCE NO. \_\_\_\_\_ (AN ORDINANCE AUTHORIZING THE ANNEXATION OF SAID PROPERTY.)

THIS PROFESSIONAL SERVICE IS NOT INTENDED TO CONFORM WITH THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR REVIEW ONLY**

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003782  
LICENSE EXPIRES NOVEMBER 30, 2020

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.001186  
LICENSE EXPIRES APRIL 30, 2019



REVISIONS:					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

DRAWN BY: CNB  
CHECKED BY: TBM  
APPROVED BY: TBM



35701 WEST AVENUE, SUITE 150  
WARRENVILLE, ILLINOIS 60555  
PHONE (630) 393-3060  
FAX (630) 393-2152

10 S. RIVERSIDE PLAZA, SUITE 875  
CHICAGO, ILLINOIS 60606  
PHONE (312) 474-7841  
FAX (312) 474-6099

2416 GALEN DRIVE  
CHAMPAIGN, ILLINOIS 61821  
PHONE (217) 351-6268  
FAX (217) 355-1902

**PREPARED FOR:**

*THE VILLAGE OF BENSENVILLE*

**TITLE:**

*PLAT OF ANNEXATION  
TO THE VILLAGE OF  
BENSENVILLE, ILLINOIS*

SCALE: 1"=60'  
DATE: 12-10-18  
JOB NO: 181118  
SHEET 1 OF 1

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

**AN ORDINANCE ANNEXING CERTAIN TERRITORY COMMONLY KNOWN AS  
"16W603 WHITE PINE; 4N240 CHURCH; 4N252 CHURCH; 4N324 CHURCH; 4N386  
CHURCH; 4N323 HAWTHORNE; AND 34N385 HAWTHORNE"  
TO THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS**

**Whereas**, a written petition signed by the legal owners of record and at least 51% of the electors residing at the property of all land within the property hereinafter described, which are commonly known as 16W603 White Pine; 4N240 Church; 4N252 Church; 4N324 Church; 4N386 Church; 4N323 Hawthorne; and 34N385 Hawthorne, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", has been filed with the Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, requesting that 16W603 White Pine; 4N240 Church; 4N252 Church; 4N324 Church; 4N386 Church; 4N323 Hawthorne; and 34N385 Hawthorne, as legally described in Exhibit "A" attached hereto and incorporated herein by reference, be annexed to the Village of Bensenville; and

**WHEREAS**, the said Property is not within the corporate limits of any municipality but is contiguous to the Village of Bensenville; and

**WHEREAS**, notice of said annexation has been given to public bodies required to receive such notice pursuant to statute; and

**WHEREAS**, copies of such notices required to be recorded, if any, have been or will be recorded in the Office of the recorder of Du Page County; and

**WHEREAS**, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7 – 1 – 8 of the Illinois Municipal Code; and

**WHEREAS**, it is in the best interests of the Village of Bensenville that the property be annexed thereto

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

**SECTION ONE:** That the property described in Exhibit "A" which bears the common address of 16W603 White Pine; 4N240 Church; 4N252 Church; 4N324 Church; 4N386 Church; 4N323 Hawthorne; and 34N385 Hawthorne Bensenville, Illinois, being indicated on the accurate map of annexed property, as appended to and a part of this Ordinance as Exhibit "B" is hereby annexed to the Village of Bensenville; DuPage and Cook Counties, Illinois.

**SECTION TWO:** That the official map of the Village of Bensenville be amended to reflect the extension of corporate limits of the Village of Bensenville to include the property hereinabove described and to the far side of adjacent roadway, and annexed hereby.

**SECTION THREE:** That the Village Clerk of the Village of Bensenville is directed hereto to file in the Office of the Recorder of Deeds of Du Page County, Illinois a certified copy of this Ordinance, together with an accurate map of the property annexed, and to provide notice of this annexation to the DuPage County Board of Election Commissioners and the United States Postal service, as well as, to record with the Recorder's Office all notices and affidavit of notice provided for said annexation.

**SECTION FOUR:** That the Village Clerk of the Village of Bensenville be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and published.

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

**SECTION SIX:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 22<sup>nd</sup> day of January 2019.

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

ATTEST:

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

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

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

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

**Exhibit “A”**  
**Petition for Annexation**

**Exhibit “B”  
Plat of Annexation**

**TYPE:**Ordinance**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic  
Development**DATE:**01.15.18**DESCRIPTION:**Consideration of an Ordinance Annexing the Single Family Home at 4N651 Briar Lane into the Village of Bensenville**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

1. The property owner Todd Benn has petitioned the Village for annexation of the property.
2. Mr. Benn intends to raze the small vacant existing residential structure on the property and construct a new single family home for his family.

**KEY ISSUES:**

1. No Annexation Agreement has been requested.
2. The new home will be connected to Village utilities.

**ALTERNATIVES:**

1. Discretion of the Committee.

**RECOMMENDATION:**

1. Staff respectfully recommends approval of the Ordinance and the annexation of the property into the Village of Bensenville.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

1. Adoption of the Ordinance annexing the Property.

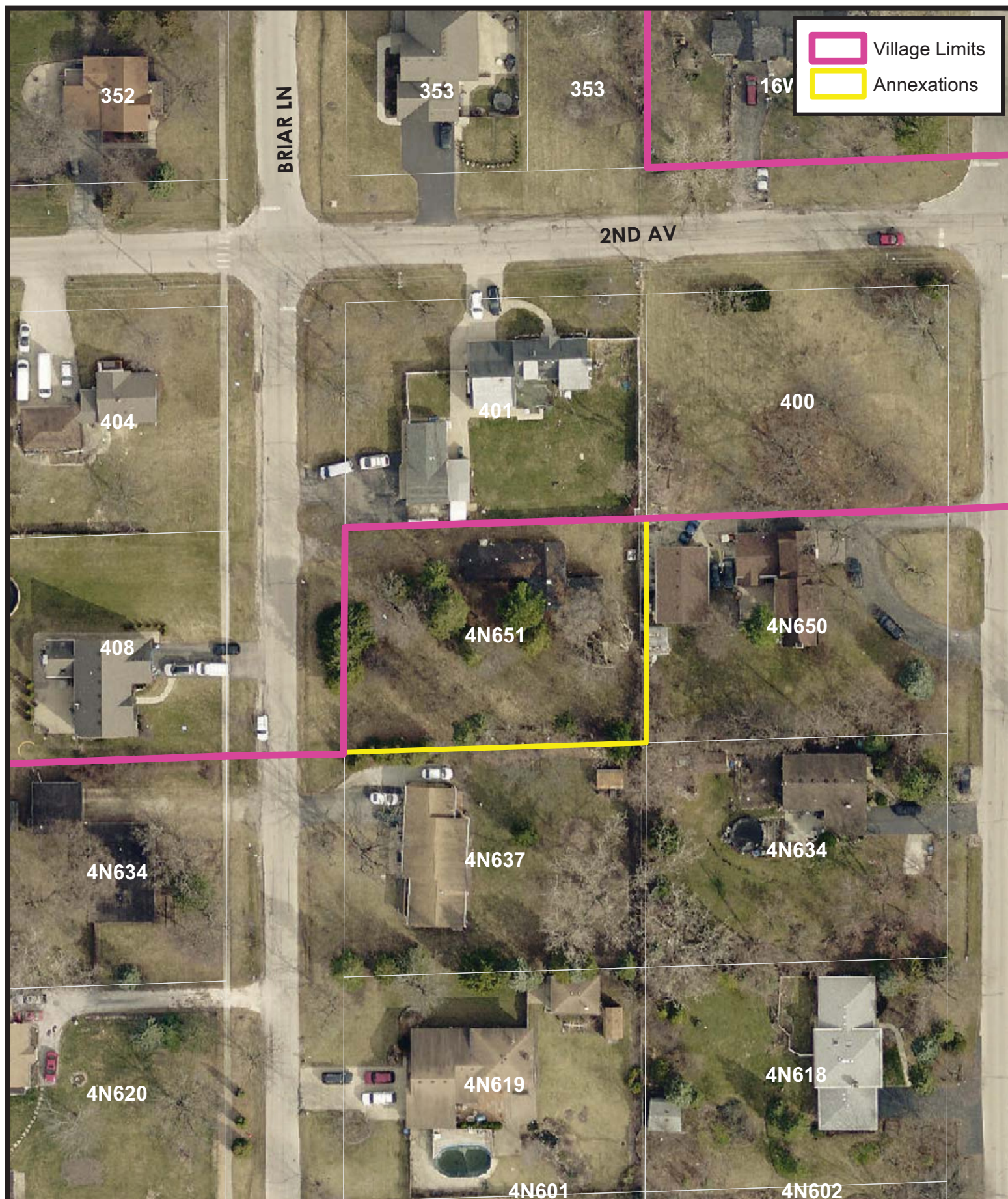
**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Aerial Photograph	12/12/2018	Exhibit
Zoning Exhibit	12/12/2018	Exhibit
Plat of Annexation - 4N651 Briar Lane	12/13/2018	Cover Memo
Draft Ordinance	1/9/2019	Ordinance



# Village of Bensenville

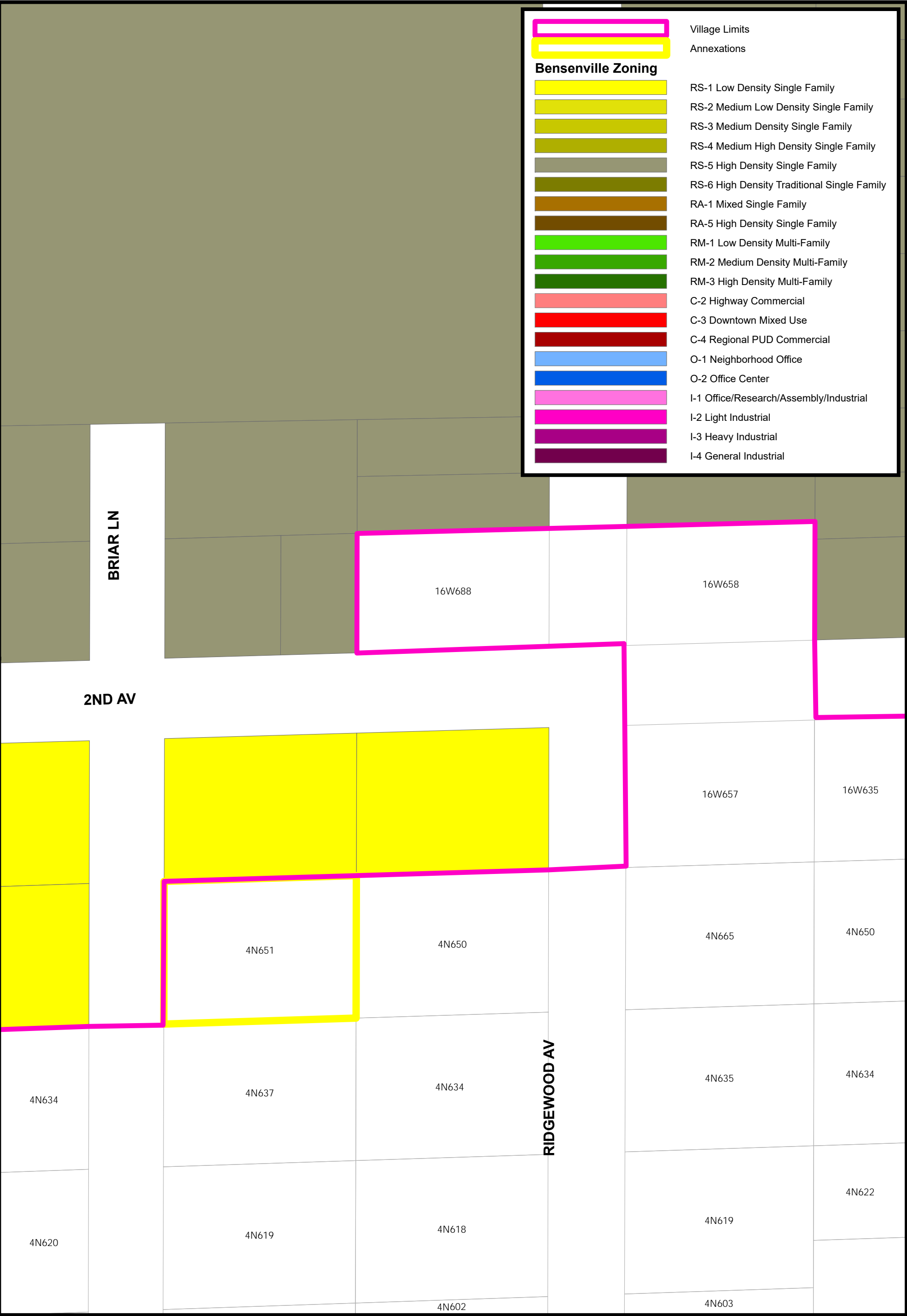
4N 651 Briar Annexation 2018





# Village of Bensenville

## Zoning Map



**LEGEND**

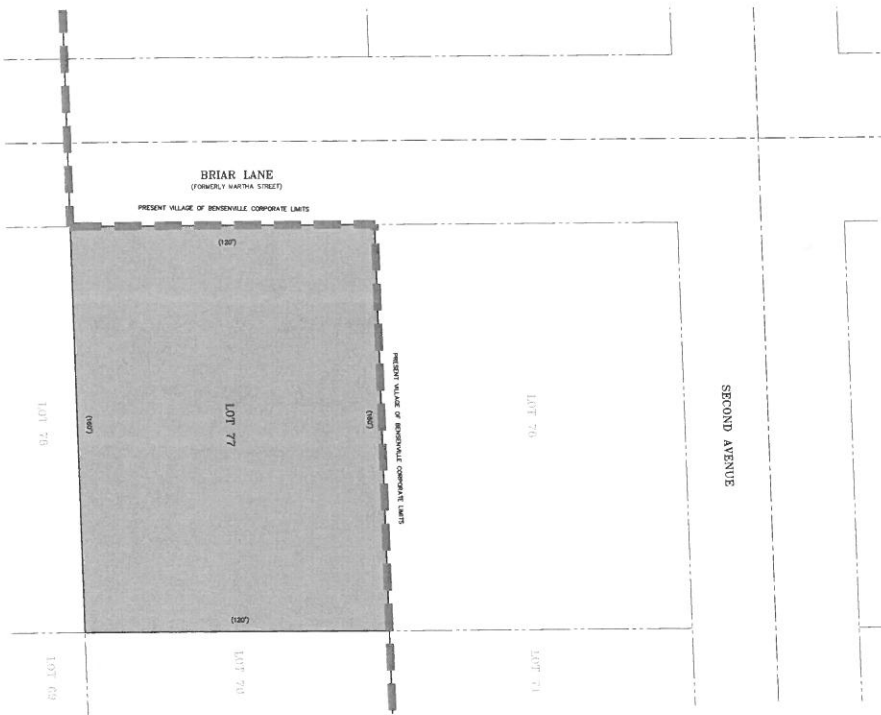
- CITY OF BAFRA
- STUDY AREA
- CITY OF BAFRA

0 20 40  
SCALE: 1:250,000

0 20 40  
SCALE: 1:250,000

#### ABBREVIATIONS

- [illegible]



SECOND AVENUE

**LEGAL DESCRIPTIONS:**  
LOT 77 IN VOX BURGERS SECOND ADDITION TO COOKCOUNTY, IN THE NORTHEAST QUARTER OF SECTION 22, AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1938 AS DOCUMENT 213086, IN DUPAGE COUNTY, ILLINOIS.

**CEDAR ADDRESS:** ANGIE BRIAR LANE, BENSENVALE, ILLINOIS  
PHONE: 03-23-109-002  
FAX: 03-23-109-003  
AREA: 19,193 SQUARE FEET (0.44 ACRES.)

## YILLAR GÜDÜK ÖZETİ

STATE OF \_\_\_\_\_ VALUE CLAIM OF THE VALUE OF EIGHTH, LAMOS HERE  
 I CERTIFY THAT THE RAY WAS PRESENTED TO AND AN INVESTIGATION WAS CONDUCTED IN THE TOWN OF \_\_\_\_\_  
 OF \_\_\_\_\_ COUNTY, MISSISSIPPI, AND THAT THE VALUE OF EIGHTH, LAMOS WAS DETERMINED BY THE TOWN AS  
 \_\_\_\_\_ DOLLARS.  
 WITNESSES WHEREOF, I HAVE HEREIN SET MY HAND AND SEAL OF THE VALUE OF EIGHTH, LAMOS  
 \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 19\_\_\_\_

DUPAGE COUNTY RECORDER'S CERTIFICATE

THIS INSTRUMENT \_\_\_\_\_ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF  
DAWSON COUNTY, ALABAMA, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ (P.M./A.M.)  
\_\_\_\_\_  
DAWSON COUNTY RECORDER OF RECORDS  
BY: \_\_\_\_\_

FOR REVIEW ONLY

ELABOS PROFESSIONAL LAND SURVEYOR NO. 035-003792  
LICENSE EXPIRES NOVEMBER 30, 2020  
DESIGN FROM PROFESSIONAL LICENSE NO. 184-001166  
LICENSE EXPIRES APRIL 30, 2019

[illegible]

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

**AN ORDINANCE ANNEXING CERTAIN TERRITORY COMMONLY KNOWN AS  
"4N651 BRIAR LANE"  
TO THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS**

**Whereas**, a written petition, signed by the legal owner of record of all land within the property hereinafter described, which is commonly known as 4N651 Briar Lane, which has no electors residing thereon, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", has been filed with the Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, requesting that 4N651 Briar Lane, as legally described in Exhibit "A" attached hereto and incorporated herein by reference, be annexed to the Village of Bensenville; and

**WHEREAS**, the said Property is not within the corporate limits of any municipality but is contiguous to the Village of Bensenville; and

**WHEREAS**, notice of said annexation has been given to public bodies required to receive such notice pursuant to statute; and

**WHEREAS**, copies of such notices required to be recorded, if any, have been or will be recorded in the Office of the recorder of Du Page County; and

**WHEREAS**, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7 – 1 – 8 of the Illinois Municipal Code; and

**WHEREAS**, it is in the best interests of the Village of Bensenville that the property be annexed thereto

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD  
OF TRUISTEEES OF THE VILLAGE OF BENSENIVLLE, DUPAGE AND COOK  
COUNITES, ILUNOIS:**

**SECTION ONE:** That the property described in Exhibit "A" which bears the common address of 4N651 Briar Lane Bensenville, Illinois, being indicated on the accurate map of annexed property, as appended to and a part of this Ordinance as Exhibit "B" is hereby annexed to the Village of Bensenville; DuPage and Cook Counties, Illinois.

**SECTION TWO:** That the official map of the Village of Bensenville be amended to reflect the extension of corporate limits of the Village of Bensenville to include the property hereinabove described and to the far side of adjacent roadway, and annexed hereby.

**SECTION THREE:** That the Village Clerk of the Village of Bensenville is directed hereto to file in the Office of the recorder of Deeds of Du Page County, Illinois a certified copy of this Ordinance, together with an accurate map of the property annexed, and to provide notice of this annexation to the DuPage County Board of Election Commissioners and the United States Postal service, as well as, to record with the Recorder's Office all notices and affidavit of notice provided for said annexation.

**SECTION FOUR:** That the Village Clerk of the Village of Bensenville be and is hereby directed to publish this Ordinance in pamphlet form, pursuant to the Statutes of the State of Illinois, made and published.

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

**SECTION SIX:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 15<sup>th</sup> day of January 2019.

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

ATTEST:

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

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

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

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

**Exhibit “A”**  
**Petition for Annexation**

**Exhibit “B”  
Plat of Annexation**

**TYPE:**Ordinance**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic  
Development**DATE:**01.15.18**DESCRIPTION:**Consideration of an Ordinance Annexing 11825 Franklin Avenue to the Village of Bensenville**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

1. The property located at 11825 Franklin Avenue is unincorporated Leyden Township (Cook County).
2. The property is surrounded by the Villages of Bensenville and Franklin Park.
3. The two tracts total 11.46 acres which is an acreage that can be involuntarily annexed by the Village under State Statute.
4. The Village has published a Notice of Intent to Annex property and contacted the owners of the property to be annexed.

**KEY ISSUES:**

1. Cook County confirms the property is not annexed to any municipality.
2. The property is home to an existing business, formerly National Concrete Pipe.
3. Annexation would permit the Village to inspect the property to meet community standards.
4. Bensenville police protection would be provided to the property.

**ALTERNATIVES:**

1. Discretion of the Committee of the Whole.

**RECOMMENDATION:**

1. Staff respectfully recommends adoption of the Ordinance approving the annexation of the property located at 11825 Franklin Ave.

**BUDGET IMPACT:**

1. Upon annexation, the Village will receive property taxes.

**ACTION REQUIRED:**

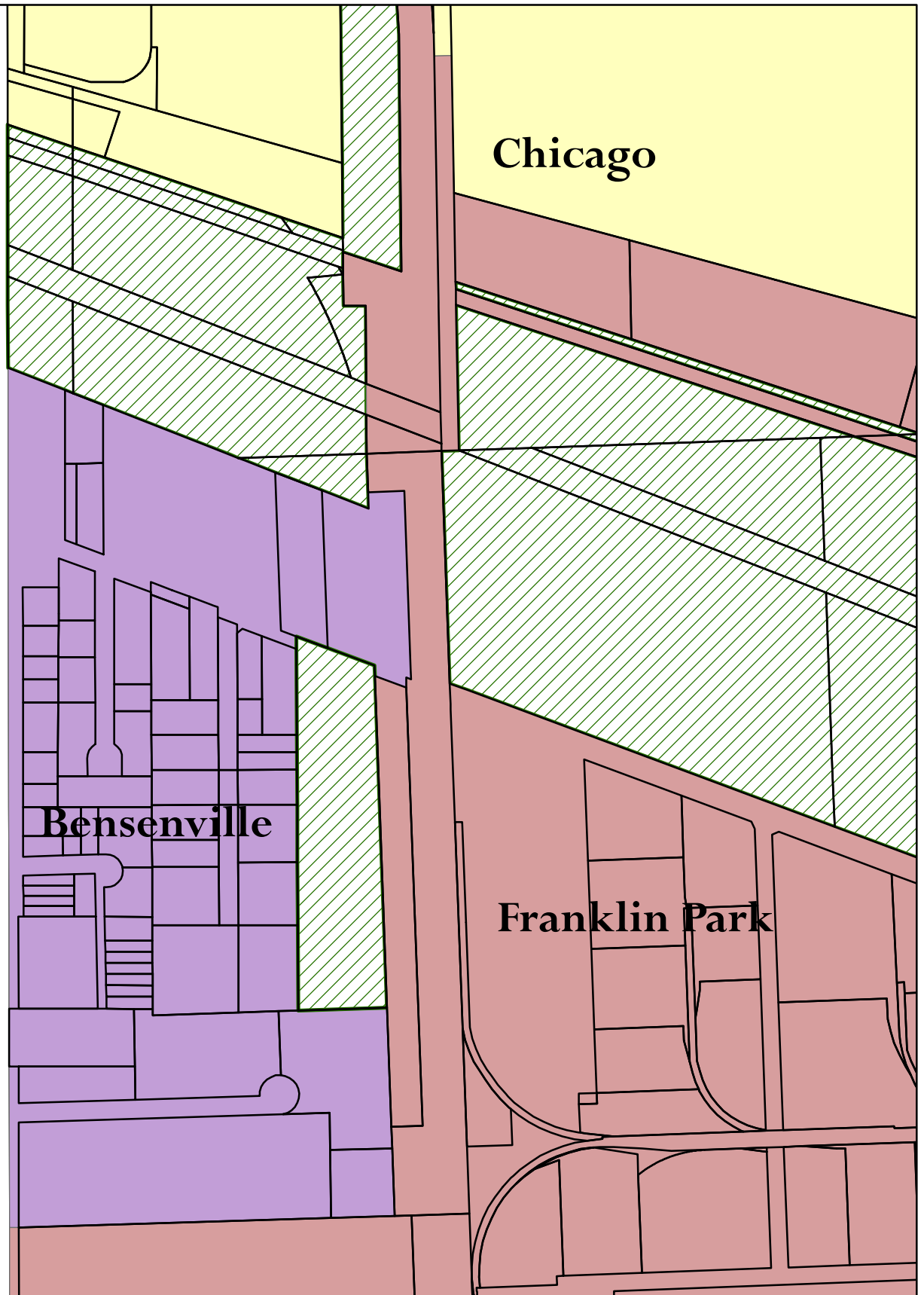
1. Adoption of the Ordinance annexing the property.

**ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Municipal Boundary Exhibit	12/12/2018	Backup Material
Affidavit of Service	1/9/2019	Backup Material
Notice of Intent to Annex	1/9/2019	Backup Material



# Village of Bensenville Within Cook County



David Orr  
Cook County  
Clerk

0 0.05 0.1  
Miles

The Unincorporated Areas are in  
the green hash features.

The map was prepared by the  
Cook County Clerk Map Dept  
4th Floor 118 N Clark Street  
Chicago, IL 60602  
[www.cookcountyclerk.com](http://www.cookcountyclerk.com)  
©2018 Cook County, Illinois  
All Rights Reserved

**AFFIDAVIT OF SERVICE**  
**OF THE NOTICE OF INTENT TO ANNEX PROPERTY TO THE VILLAGE OF**  
**BENSENVILLE PURSUANT TO 65 ILCS 5/7-1-13**

I, Nancy Quinn, after first being duly sworn and under oath, attest that, as Village Clerk of the Village of Bensenville, Counties of Cook and DuPage Illinois, I caused the written **Notice of Intent to Annex Property to the Village of Bensenville Pursuant to 65 ILCS 5/7-1-13** which is attached as Exhibit 1 to be served as follows:

1. by publication in the Daily Herald, which is a newspaper of general circulation within the Territory on January 4, 2019.
2. by certified mail, return receipt requested, on January 4, 2019, to the taxpayers of record of the Territory, as appears from the authentic tax records of the county which are identified in the attached Exhibit 2; and
3. by certified mail, return receipt requested, on January 4, 2019, to Joseph Thomas, the Township Supervisor of Leyden Township at the address identified in the attached Exhibit 3; and
4. by certified mail, return receipt requested, on January 4, 2019, to the corporate authorities of Cook County which consists of the Cook County Board President each and every one of the individual Cook County Commissioners as set forth in the attached Exhibit 4.

---

Nancy Quinn, Village Clerk, Village of Bensenville

Subscribed to and sworn  
to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019

## **EXHIBIT 1 TO AFFIDAVIT OF SERVICE**

(Notice of Intent to Annex Property to the Village of Bensenville pursuant to 65 ILCS 5/7-1-13)

### **NOTICE OF INTENT TO ANNEX PROPERTY TO THE VILLAGE OF BENSENVILLE PURSUANT TO 65 ILCS 5/7-1-13**

Pursuant to Section 7-1-13 of the Illinois Municipal Code (65 ILCS 5/7-1-13), notice is hereby given that the Corporate Authorities of the Village of Bensenville, Illinois, contemplate the consideration and enactment of an ordinance annexing the territory described below at its regular meeting held on December 18, 2018 at 6:30p.m. at the Bensenville Village Hall located at, 12 South Center Street, Bensenville, Illinois.

The territory under consideration for annexation to the Village of Bensenville consists of two tracts of property totaling 11.46 acres with a common address of 11825 Franklin Avenue, Franklin Park, IL., is identified by PINs 12-19-100-031-0000 and 12-19-100-043-0000 and legally described as follows:

#### **Parcel 1:**

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

BEGINNING AT A POINT IN THE CENTER LINE OF THE FRANKLIN AVENUE, 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION, THENCE SOUTH ON A LINE 1002.90 FEET EAST OF AND PARALLEL WITH SAID SECTION LINE, TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT THAT IS 1496.53 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE, AS MEASURED ON A LINE WHICH IS 500.0 FEET EAST (MEASURED AT RIGHT ANGLES) OF THE WEST LINE OF SAID SECTION TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, SAID POINT BEING 1185.10 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 297.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 1185.10 FEET TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID CENTER LINE OF FRANKLIN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **Parcel 2:**

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

BEGINNING AT A POINT ON THE CENTER LINE OF FRANKLIN AVENUE, DISTANT 90 FEET WESTERLY, MEASURED PERPENDICULAR FROM THE CENTER LINE

BETWEEN THE 2 MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY PARALLEL TO SAID CENTER LINE BETWEEN THE MAIN TRACKS, A DISTANCE OF 1556.54 FEET; THENCE WESTERLY AT RIGHT ANGLES TO A POINT IN A SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GRABER-ESPOSITO CORPORATION BY WARRANTY DEED DATED DECEMBER 6, 1955 AND RECORDED JANUARY 9, 1956 IN BOOK 530704 PAGES 338 AND 339, AS DOCUMENT 16463235 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS, SAID WESTLINE AND ITS SOUTHERLY EXTENSION ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHERLY ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION TO SAID CENTER LINE OF FRANKLIN AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF FRANKLIN AVENUE, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING PREMISES IN QUESTION WITH THE RIGHT TO MINE AND REMOVE THE SAME, ALL IN COOK COUNTY, ILLINOIS.

Nancy Quinn  
Village Clerk,  
Village of Bensenville

Dated \_\_\_\_\_, 2018

**EXHIBIT 2 TO AFFIDAVIT OF SERVICE**  
(Taxpayers of Record Served)

Taxpayers of Record of the Territory served by certified mail, return receipt requested:

Bailey Development, LLC  
1740 Ridge Ave.  
Evanston, IL 60201

James M. Nondorf, registered agent  
and Manager of:  
Bailey Development, LLC  
1740 Ridge Ave.  
Evanston, IL 60201

Bailey Development, LLC  
11825 Franklin Avenue  
Franklin Park, IL. 60131

Shari Gamer, registered agent of:  
11825 Franklin Avenue LLC  
666 Dundee Rd, Ste. 401  
Northbrook, IL 60062

John Esposito, Manager  
11825 Franklin Avenue LLC  
1800 Amberly Court, Apt. 405  
Lake Forest, IL. 60045

11825 Franklin Avenue LLC  
11825 Franklin Avenue  
Franklin Park, IL. 60131

**EXHIBIT 3 TO AFFIDAVIT OF SERVICE**  
(Joe Thomas, Leyden Township Supervisor)

Joseph Thomas, Leyden Township Supervisor served by certified mail, return receipt requested:

Joseph Thomas, Township Supervisor  
Leyden Township  
2501 N. Mannheim Road  
Franklin Park, IL. 60131

**EXHIBIT 4 TO AFFIDAVIT OF SERVICE**  
(Cook County Board President and Cook County Commissioners)

Each and every one of the following individual members of the Corporate Authorities of Cook County were served by certified mail, return receipt requested:

Toni Peckwinkle, President Cook County Board of Commissioners 118 N. Clark, Room 537 Chicago, Illinois 60602	Luis Arroyo Jr. Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Richard R. Boykin Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602
Jerry Butler Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	John P. Daley Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Dennis Deer Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602
John A. Fritchey IV Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Bridget Gainer Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Jesus G. Garcia Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602
Gregg Goslin Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Edward M. Moody Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Stanley Moore Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602
Sean M. Morrison Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Timothy O'Schneider Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Peter N. Silvestri Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602
Deborah Sims Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Lawrence J. Suffredin Jr. Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602	Jeffrey R. Tobolski Cook County Commissioner 118 N. Clark, Room 567 Chicago, Illinois 60602

**NOTICE OF INTENT TO ANNEX PROPERTY TO THE VILLAGE OF BENSENVILLE**  
**PURSUANT TO 65 ILCS 5/7-1-13**

Pursuant to Section 7-1-13 of the Illinois Municipal Code (65 ILCS 5/7-1-13), notice is hereby given that the Corporate Authorities of the Village of Bensenville, Illinois, contemplate the consideration and enactment of an ordinance annexing the territory described below at its regular meeting held on January 22, 2019 at 6:30 p.m. at the Bensenville Village Hall located at, 12 South Center Street, Bensenville, Illinois.

The territory under consideration for annexation to the Village of Bensenville consists of two tracts of property totaling 11.46 acres with a common address of 11825 Franklin Avenue, Franklin Park, IL is identified by PINs 12-19-100-031-0000 and 12-19-100-043-0000 and legally described as follows:

Parcel 1:

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

BEGINNING AT A POINT IN THE CENTER LINE OF THE FRANKLIN AVENUE, 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION, THENCE SOUTH ON A LINE 1002.90 FEET EAST OF AND PARALLEL WITH SAID SECTION LINE, TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT THAT IS 1496.53 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE, AS MEASURED ON A LINE WHICH IS 500.0 FEET EAST (MEASURED AT RIGHT ANGLES) OF THE WEST LINE OF SAID SECTION TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, SAID POINT BEING 1185.10 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 297.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 1185.10 FEET TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID CENTER LINE OF FRANKLIN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2:

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

BEGINNING AT A POINT ON THE CENTER LINE OF FRANKLIN AVENUE, DISTANT 90 FEET WESTERLY, MEASURED PERPENDICULAR FROM THE CENTER LINE BETWEEN THE 2 MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY PARALLEL TO SAID CENTER LINE BETWEEN THE MAIN TRACKS, A DISTANCE OF 1556.54 FEET; THENCE WESTERLY AT RIGHT

ANGLES TO A POINT IN A SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GRABER-ESPOSITO CORPORATION BY WARRANTY DEED DATED DECEMBER 6, 1955 AND RECORDED JANUARY 9, 1956 IN BOOK 530704 PAGES 338 AND 339, AS DOCUMENT 16463235 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS, SAID WESTLINE AND ITS SOUTHERLY EXTENSION ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHERLY ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION TO SAID CENTER LINE OF FRANKLIN AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF FRANKLIN AVENUE, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING PREMISES IN QUESTION WITH THE RIGHT TO MINE AND REMOVE THE SAME, ALL IN COOK COUNTY, ILLINOIS.

Nancy Quinn  
Village Clerk,  
Village of Bensenville  
January 4, 2019

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

**AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF  
BENSENVILLE PURSUANT TO 65 ILCS 5/7-1-13**

(PINs 12-19-100-031-0000 and 12-19-100-043-0000)

**WHEREAS**, pursuant to Section 7-1-13 of the Illinois Municipal Code (65 ILCS 5/7-1-13), a municipality may annex any unincorporated territory containing sixty (60) acres or less which is wholly bounded by one or more municipalities by passage of an ordinance after complying with the notice requirements required by law; and

**WHEREAS**, the President and Board of Trustees of the Village of Bensenville (the “Village”), find and determine that the territory described in Section 3 of this Ordinance (the “Territory”): (1) is not within the corporate limits of any municipality; (2) is contiguous to the Village of Bensenville; (3) is less than 60 acres; and (4) is wholly bounded by one or more municipalities; and

**WHEREAS**, the Territory is located in Leyden Township and Cook County; and

**WHEREAS**, the notice attached as Exhibit A, which states the time, date and place that the Village will meet to contemplate the annexation of the Territory by ordinance pursuant to 65 ILCS 5/7-1-13, was published on January 4, 2019, which is not less than fifteen (15) days prior to passage of this Ordinance, in the Bensenville Independent, which is a newspaper of general circulation within the Territory; and

**WHEREAS**, the written notice attached as Exhibit A, which states the time, date and place that the Village will meet to contemplate the annexation of the Territory by ordinance pursuant to 65 ILCS 5/7-1-13, was sent by certified mail, return receipt requested, on January 4, 2019, which

is not less than fifteen (15) days prior to passage of this Ordinance, to the taxpayers of record of the Territory, as appears from the authentic tax records of the county; and

**WHEREAS**, the written notice attached as Exhibit A, which states the time, date and place that the Village will meet to contemplate the annexation of the Territory by ordinance pursuant to 65 ILCS 5/7-1-13, was sent by certified mail, return receipt requested, on January 4, 2019, which is not less than fifteen (15) days prior to passage of this Ordinance, to Joseph Thomas, the Township Supervisor of Leyden Township; and

**WHEREAS**, the written notice attached as Exhibit A, which states the time, date and place that the Village will meet to contemplate the annexation of the Territory by ordinance pursuant to 65 ILCS 5/7-1-13, was sent by certified mail, return receipt requested, on January 4, 2019, which is not less than fifteen (15) days prior to passage of this Ordinance, to Cook County Board President, Toni Preckwinkle, and each individual Cook County Commissioner all of which are collectively known as the Corporate Authorities of Cook County; and

**WHEREAS**, attached as Exhibit B is an Affidavit of Service showing that the notice attached as Exhibit A was: (1) timely published in a newspaper of general circulation within the Territory; (2) timely served, by certified mail return receipt requested, upon the taxpayers of record of the Territory, as appears from the authentic tax records of the county; (3) timely served, by certified mail return receipt requested, upon Joe Thomas, the Township Supervisor of Leyden Township; and (4) timely served, by certified mail return receipt requested, upon Cook County Board President Toni Preckwinkle and each individual Cook County Commissioner all of which are collectively known as the Corporate Authorities of Cook County; and

**WHEREAS**, because the Village of Bensenville does not have a Municipal Fire Department and will not be providing fire protection services to the Territory upon its annexation,

there is no need to provide any notice to the Trustees of any Fire Protection District that serves the Territory pursuant to 65 ILCS 5/7-1-1; and

**WHEREAS**, because the Village of Bensenville does not provide library services, and will not be providing library services to the Territory upon its annexation, there is no need to provide any notice to the Trustees of any Library District that may serve the Territory pursuant to 65 ILCS 5/7-1-1; and

**WHEREAS**, because the Territory does not include any highways under the jurisdiction of any township and is not located adjacent to any highways under the jurisdiction of any Township, there is no need to provide any notice to the Township Trustees, Township Supervisor and Township Clerk of any Township that serves the Territory pursuant to 65 ILCS 5/7-1-1; and

**WHEREAS**, the Village finds and determines that it is in the best interest of the health, safety and welfare of the residents of the Village to annex the Territory; and

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

**SECTION ONE**: The recitals to this Ordinance are true, correct and material to this Ordinance. The above recitals to this Ordinance are incorporated into, and made a part of this Section, as if they were fully set forth in this Section.

**SECTION TWO**: The Village finds and determines that all the requirements necessary for the annexation of Territory by ordinance pursuant to 65 ILCS 5/7-1-13(a) have been satisfied because the Territory described in Section Three of this Ordinance: (1) is not within the corporate limits of any municipality; (2) is contiguous to the Village of Bensenville; (3) is less than 60 acres; and (4) is wholly bounded by one or more municipalities.

**SECTION THREE:** The Territory legally described below and depicted on the copy of the Plat of Annexation attached hereto as Exhibit C is hereby annexed into the Village of Bensenville by this Ordinance pursuant to 65 ILCS 5/7-1-13:

Parcel 1:

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

BEGINNING AT A POINT IN THE CENTER LINE OF THE FRANKLIN AVENUE, 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION, THENCE SOUTH ON A LINE 1002.90 FEET EAST OF AND PARALLEL WITH SAID SECTION LINE, TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT THAT IS 1496.53 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE, AS MEASURED ON A LINE WHICH IS 500.0 FEET EAST (MEASURED AT RIGHT ANGLES) OF THE WEST LINE OF SAID SECTION TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, SAID POINT BEING 1185.10 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 297.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 1185.10 FEET TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID CENTER LINE OF FRANKLIN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel 2:

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

BEGINNING AT A POINT ON THE CENTER LINE OF FRANKLIN AVENUE, DISTANT 90 FEET WESTERLY, MEASURED PERPENDICULAR FROM THE CENTER LINE BETWEEN THE 2 MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY PARALLEL TO SAID CENTER LINE BETWEEN THE MAIN TRACKS, A DISTANCE OF 1556.54 FEET; THENCE WESTERLY AT RIGHT ANGLES TO A POINT IN A SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GRABER-ESPOSITO CORPORATION BY WARRANTY DEED DATED DECEMBER 6, 1955 AND RECORDED JANUARY 9, 1956 IN BOOK 530704 PAGES 338 AND 339, AS

DOCUMENT 16463235 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS, SAID WEST LINE AND ITS SOUTHERLY EXTENSION ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHERLY ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION TO SAID CENTER LINE OF FRANKLIN AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF FRANKLIN AVENUE, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING PREMISES IN QUESTION WITH THE RIGHT TO MINE AND REMOVE THE SAME, ALL IN COOK COUNTY, ILLINOIS.

PIN Nos.: 12-19-100-031-0000; 12-19-100-043-0000

(The "Territory")

**SECTION FOUR:** The Village also directs that the plat of annexation in the form attached as Exhibit C be executed on behalf of the Village. Pursuant to 65 ILCS 5/7-1-1, the property annexed shall extend to the far side of any highway adjacent to the Territory that is not already located within the jurisdiction of the Village of Bensenville or another municipality.

**SECTION FIVE:** The Village Clerk is herein directed to cause a certified copy of this Ordinance and the executed Mylar plat of annexation for the Territory to be recorded with the Cook County Recorder of Deeds Office and filed with the Cook County Clerk. The Village Clerk is herein directed to also cause a certified copy of this Ordinance and the executed Mylar plat of annexation for the Territory to be recorded with the DuPage County Recorder of Deeds Office and filed with the DuPage County Clerk. The Village Clerk shall by certified mail, return receipt requested, notify any and all post office branches serving the annexed Territory and all election authorities having jurisdiction over the annexed Territory of this annexation within thirty (30) days of the passage of this Ordinance. The Village Clerk shall, by certified mail, return receipt

requested, also give notice of the Village's annexation of the Territory to the Illinois Department of Revenue pursuant to 30 ILCS 115/2(b) within 30 days after the annexation.

**SECTION SIX:** As a result of the need to timely record and give notice of the annexation approved herein, the Corporate Authorities of the Village of Bensenville find and determine that this Ordinance shall be effective immediately upon its passage and approval and shall subsequently be published in pamphlet form.

**SECTION SEVEN:** 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.

**PASSED** by a roll call vote this \_\_\_\_ day of \_\_\_\_\_ 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019

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

ATTEST:

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

## **EXHIBIT A**

(Notice of Intent to Annex Property to the Village of Bensenville pursuant to 65 ILCS 5/7-1-13)

### **NOTICE OF INTENT TO ANNEX PROPERTY TO THE VILLAGE OF BENSENVILLE PURSUANT TO 65 ILCS 5/7-1-13**

Pursuant to Section 7-1-13 of the Illinois Municipal Code (65 ILCS 5/7-1-13), notice is hereby given that the Corporate Authorities of the Village of Bensenville, Illinois, contemplate the consideration and enactment of an ordinance annexing the territory described below at its regular meeting held on January 22, 2019 at 6:30 p.m. at the Bensenville Village Hall located at, 12 South Center Street, Bensenville, Illinois.

The territory under consideration for annexation to the Village of Bensenville consists of two tracts of property totaling 11.46 acres with a common address of 11825 Franklin Avenue, Franklin Park, IL is identified by PINs 12-19-100-031-0000 and 12-19-100-043-0000 and legally described as follows:

#### **Parcel 1:**

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

BEGINNING AT A POINT IN THE CENTER LINE OF THE FRANKLIN AVENUE, 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) THE WEST LINE OF SAID SECTION, THENCE SOUTH ON A LINE 1002.90 FEET EAST OF AND PARALLEL WITH SAID SECTION LINE, TO A POINT ON A LINE, SAID LINE BEING DRAWN FROM A POINT THAT IS 1496.53 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE, AS MEASURED ON A LINE WHICH IS 500.0 FEET EAST (MEASURED AT RIGHT ANGLES) OF THE WEST LINE OF SAID SECTION TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD, SAID POINT BEING 1185.10 FEET SOUTH OF THE CENTER LINE OF FRANKLIN AVENUE; THENCE EAST ALONG THE LAST DESCRIBED LINE, 297.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTH ALONG THE SAID WESTERLY RIGHT OF WAY LINE, 1185.10 FEET TO THE CENTER LINE OF FRANKLIN AVENUE; THENCE NORTHWESTERLY ALONG THE SAID CENTER LINE OF FRANKLIN AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### **Parcel 2:**

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

BEGINNING AT A POINT ON THE CENTER LINE OF FRANKLIN AVENUE, DISTANT 90 FEET WESTERLY, MEASURED PERPENDICULAR FROM THE CENTER LINE BETWEEN THE 2 MAIN TRACKS OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE SOUTHERLY PARALLEL TO SAID CENTER LINE BETWEEN THE MAIN TRACKS, A DISTANCE OF 1556.54 FEET; THENCE WESTERLY AT RIGHT ANGLES TO A POINT IN A SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO GRABER-ESPOSITO CORPORATION BY WARRANTY DEED DATED DECEMBER 6, 1955 AND RECORDED JANUARY 9, 1956 IN BOOK 530704 PAGES 338 AND 339, AS DOCUMENT 16463235 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS, SAID WESTLINE AND ITS SOUTHERLY EXTENSION ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHERLY ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION TO SAID CENTER LINE OF FRANKLIN AVENUE; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE OF FRANKLIN AVENUE, TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THE COAL, OIL, GAS AND OTHER MINERALS UNDERLYING PREMISES IN QUESTION WITH THE RIGHT TO MINE AND REMOVE THE SAME, ALL IN COOK COUNTY, ILLINOIS.

Nancy Quinn  
Village Clerk,  
Village of Bensenville  
January 4, 2019

**EXHIBIT B**

(Affidavit of Service of the Notice of Intent to Annex Property to the Village of Bensenville  
pursuant to 65 ILCS 5/7-1-13)

**AFFIDAVIT OF SERVICE**  
**OF THE NOTICE OF INTENT TO ANNEX PROPERTY TO THE VILLAGE OF**  
**BENSENVILLE PURSUANT TO 65 ILCS 5/7-1-13**

I, Nancy Quinn, after first being duly sworn and under oath, attest that, as Village Clerk of the Village of Bensenville, Counties of Cook and DuPage Illinois, I caused the written **Notice of Intent to Annex Property to the Village of Bensenville Pursuant to 65 ILCS 5/7-1-13** which is attached as Exhibit 1 to be served as follows:

1. by publication in the Daily Herald, which is a newspaper of general circulation within the Territory on January 4, 2019.
2. by certified mail, return receipt requested, on January 4, 2019, to the taxpayers of record of the Territory, as appears from the authentic tax records of the county which are identified in the attached Exhibit 2; and
3. by certified mail, return receipt requested, on January 4, 2019, to Joseph Thomas, the Township Supervisor of Leyden Township at the address identified in the attached Exhibit 3; and
4. by certified mail, return receipt requested, on January 4, 2019, to the corporate authorities of Cook County which consists of the Cook County Board President each and every one of the individual Cook County Commissioners as set forth in the attached Exhibit 4.

\_\_\_\_\_  
Nancy Quinn, Village Clerk, Village of Bensenville

Subscribed to and sworn  
to before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2019

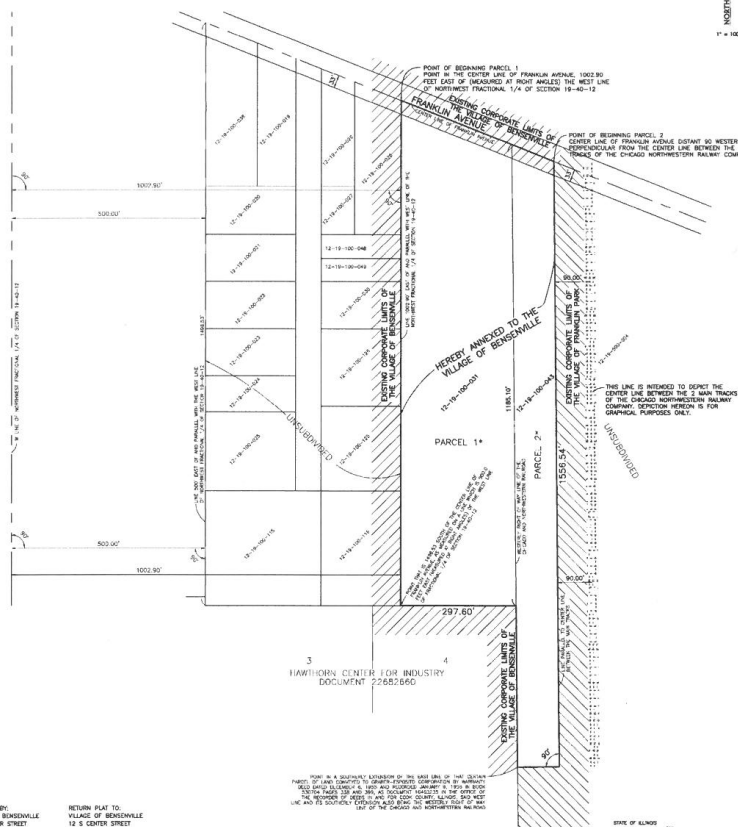
**EXHIBIT C**  
(Copy of Plat of Annexation)

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
VILLAGE CLERK

ADDRESS:  
11825 FRANKLIN AVENUE  
FRANKLIN PARK, IL 60131  
P.I.N.: 12-19-100-031 &  
12-19-100-043



SUBMITTED BY:  
VILLAGE OF BENSenville  
12 S CENTER STREET  
BENSenville, IL 60106

RETURN PLAT TO:  
VILLAGE OF BENSenville  
12 S CENTER STREET  
BENSenville, IL 60106

REVISION: SEPTEMBER 20, 2018 (VILLAGE COMMENTS)  
DATE: JUNE 8, 2018  
ORDER NO: 180318  
PROJ. NO: 2552  
FOR: VILLAGE OF BENSINVILLE  
PROJ. NAME: NATIONAL CONCRETE PIPE RAINFALL  
Copyright © 1999 Surveying & Mapping, Inc., 2018. All rights reserved.  
Professional Design Firm Registration #184-002795.

TOTAL AREA OF TRACT SURVEYED =  
499,302± SQUARE FEET OR 11.46± ACRES  
AREA SHOWN HEREON IS PER COOK COUNTY ASSESSOR

STATE OF ILLINOIS                      JES  
COUNTY OF LAKE

I, THOMAS F. BURGHELL, ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE PREPARED THE PLAT OF ANNEXATION FROM EXISTING RECORDS AND THE PLAT SHOWS HEREON SUBMITTED AS A REPRESENTATION OF SAID ANNEXATION.

CERTIFIED AT CHICAGO, ILLINOIS THIS 08 DAY OF JULY, 2016.

*Thomas F. Burgheell*

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 28-1818  
LICENSE COMPLETION NUMBER NO. 2018.

**TYPE:**Ordinance**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community Development**DATE:**01.15.19**DESCRIPTION:**

Consideration of an Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13 to Update Parking Restrictions on Tower Lane.

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

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

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

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

01.15.19

**BACKGROUND:**

1. The establishment of the Pilot Truck Fueling facility at 1050 N IL Rte. 83 has increased truck traffic on Tower Lane.
2. The Village has received complaints from a number of local businesses regarding the number of trucks with and without trailers blocking access to their places of business for their employees as well as visitors.
3. Village staff has witnessed the situation over the past number of months, and the Police have issued many parking citations.
4. The problem continues.
5. The Village hand delivered letters to all businesses in the area and mailed the same letter to property owners/landlords.
6. The responses were in favor of Posting Tower Lane as a "No Parking" area from Mark Street to Illinois Route 83.

**KEY ISSUES:**

1. The Village Manager called the Police, Public Works and Community & Economic Development teams together to document review the problem and to develop a solution.
2. Is the "No Parking" solution in the best interest of the local businesses and the Village as a whole?
3. If approved, the Public Works will install the appropriate signage and then the Police will enforce the new restrictions.

**ALTERNATIVES:**

1. Discretion of the Committee.

**RECOMMENDATION:**

1. Staff respectfully recommends approval of the "No Parking" restriction as proposed.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Approval of the Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13 to Update Parking Restrictions on Tower Lane.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

Tower Lane Map

1/10/2019

Exhibit

Ordinance

1/10/2019

Ordinance



# Village of Bensenville

Tower Lane



**ORDINANCE #**

\_\_\_\_\_ - 2019

AMENDING VILLAGE CODE  
TITLE 5, TRAFFIC AND MOTOR VEHICLES  
CHAPTER 2, STOPPING, STANDING OR PARKING  
SECTION 5-2-13

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

**SECTION ONE:** Title 5, Chapter 2, Section 5-2-13 of the Village Code is hereby amended in part by adding the following provisions:

F. No parking at any time:

Tower Lane, from Mark Street to Illinois Route 83.

**SECTION TWO:** All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this 22<sup>nd</sup> day of January 2019.

Approved,

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

ATTEST:

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

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

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

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

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**January 15, 2019**DESCRIPTION:**

Consideration of a Resolution Authorizing the Close Out of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$145,275.44 from January 1, 2018 to December 31, 2018

**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:**

January 15, 2019

**BACKGROUND:**

The Village receives a monthly allotment of the MFT funds from the State of Illinois. The Illinois Department of Transportation (IDOT) is the state agency assigned to oversee the disbursement of the MFT funds by municipalities. MFT funds are only allowed to be spent towards roadway improvements and/or related maintenance.

**KEY ISSUES:**

Each municipality must first appropriate the estimated MFT funds to be spent in any given year using IDOT BLR 14230 form. These funds can be spent once authorized by the IDOT. Once the amount is authorized by IDOT, they will reduce the Village's unobligated MFT balance in their books by the approved amount. Any monies spent over the authorized amount will require the municipality to approve a supplemental resolution while any monies under spent will not be credited until the next audit cycle.

The Village board had passed a resolution on January 23, 2018 (R-7-2018) to appropriate use of MFT funds in the amount of \$150,000 for purposes of general roadway maintenance expenditures from January 1, 2018 to December 31, 2018. The total expended amount during that time was calculated to be \$145,275.44. A total of \$46,434.00 were expended on the Annual Sidewalk R&R program while \$98,841.44 were expended on the Annual Pavement Patching program. Although municipalities are not required to pass a resolution to terminate the use of MFT funds for general maintenance purposes at the end of each year, it is a good financial practice to document the actual expenditures of the MFT funds each year.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

Staff recommends approval of Resolution.

**BUDGET IMPACT:**

The Village's MFT balance will be reduced by \$145,275.44 after the next IDOT audit.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the close out of the Motor Fuel Tax (MFT) funds to pay for roadway related general maintenance in the amount of \$145,275.44 from January 1, 2018 to December 31, 2018

**ATTACHMENTS:**DescriptionUpload DateType

Resolution  
BLR 14310

1/7/2019  
1/7/2019

Resolution Letter  
Backup Material

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

**AUTHORIZING THE CLOSE OUT OF MOTOR FUEL TAX (MFT) FUNDS TO  
PAY FOR ROADWAY RELATED GENERAL MAINTENANCE IN THE  
AMOUNT OF \$145,275.44 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018**

WHEREAS the Village of Bensenville received monthly allotment of the Motor Fuel Tax (MFT) funds from Illinois Department of Transportation (IDOT); and

WHEREAS the MFT funds can only be used towards roadway related maintenance and improvements; and

WHEREAS the Village appropriated the use of MFT funds on January 23, 2018 in the amount of \$150,000.00 to pay for roadway related general maintenance between Jan 1, 2018 to Dec 31, 2018; and

WHEREAS the total MFT eligible maintenance expenditures during that period is \$145,275.44; and

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 President and Board of Trustees authorizes and approves the attached Resolution closing out the MFT funds to pay for roadway related general maintenance in the amount of \$145,275.44 from January 1, 2018 to December 31, 2018.

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, any 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 January 22, 2019.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

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

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

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

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



Local Public Agency: Village of Bensenville  
County: Cook and DuPage  
Section Number: 18-00000-00-GM

### Maintenance Operation Costs

## Maintenance Engineering Cost Summary

Total Maintenance Program Costs  
Contributions, Refunds, Paid with Other Funds  
Total Motor Fuel Tax Portion  
Total Motor Fuel Tax Funds Authorized  
Surplus/Deficit

Maintenance	Maint. Engineering
145,275.44	-
145,275.44	-
(145,275.44)	

Submitted: \_\_\_\_\_ Approved: \_\_\_\_\_

Municipal Official: M. L. B. Title: ASST DIR OF PUBLIC WORKS

Regional Engineer: \_\_\_\_\_ Date: 1/15/19

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**January 15, 2019**DESCRIPTION:**

Consideration of a Resolution Appropriating the Use of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$400,000.00 from January 1, 2019 to December 31, 2019

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

Committee of the Whole

**DATE:**

January 15, 2019

**BACKGROUND:**

The Village receives a monthly allotment of the MFT funds from the State of Illinois. The Illinois Department of Transportation (IDOT) is the state agency assigned to oversee the disbursement of the MFT funds by municipalities. MFT funds are only allowed to be spent towards roadway improvements and/or related maintenance.

Each municipality must first appropriate the estimated MFT funds to be spent in any given year using IDOT BLR 14230 form. These funds can be spent once authorized by the IDOT. Once the amount is authorized by IDOT, they will reduce the Village's unobligated MFT balance in their books by the approved amount. Any monies spent over the authorized amount will require the municipality to approve a supplemental resolution while any monies under spent will not be credited until the next audit cycle.

**KEY ISSUES:**

In order to utilize MFT funds for projects, IDOT must approve the allocation prior to the bidding of the project. We have two projects (Sidewalk Removal and Replacement & Pavement Patching) that we have identified for use of MFT funding. We plan to bid these projects before the end of April. Therefore, it is critical to get the Resolution to IDOT as soon as possible for us to move forward with the bidding.

This year's general maintenance program will be used primarily on the Sidewalk R&R, Pavement resurfacing and Pavement Patching program. The total for Sidewalk R&R for this year will be \$50,000 while Pavement resurfacing and patching Program will total to \$350,000.

The staff intends to focus this year's Sidewalk R&R program into Area 3 and 4 while Resurfacing and Patching program will be focused scattered throughout the Village, with focus on residential area. We will also address the resident complaints with these programs.

**ALTERNATIVES:**

NA

**RECOMMENDATION:**

Staff recommends approval of Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code – form BLR 14230

**BUDGET IMPACT:**

The Village budgeted the following items in our maintenance program - Sidewalk Program - \$50,000, Pavement Patching - \$50,000; Pavement Resurfacing - \$300,000

The Village's current MFT fund balance will be reduced by \$400,000 upon authorization by IDOT.

**ACTION REQUIRED:**

Approval of a Resolution appropriating the use of the Motor Fuel Tax (MFT) funds to pay for roadway related general maintenance in the amount of \$400,000.00 from January 1, 2019 to December 31, 2019



**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	1/7/2019	Resolution Letter
BLR 14230	1/7/2019	Backup Material
BLR 14231	1/7/2019	Backup Material
PW Maintenance Zones	1/7/2019	Backup Material

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

**AUTHORIZING THE EXECUTION OF A RESOLUTION APPROPRIATING  
THE USE OF MFT FUNDS TO PAY FOR ROADWAY RELATED GENERAL  
MAINTENANCE IN THE AMOUNT OF \$400,000.00 FROM JANUARY 1, 2019  
TO DECEMBER 31, 2019**

WHEREAS the Village of Bensenville receives monthly allotment of the Motor Fuel Tax (MFT) funds from Illinois Department of Transportation (IDOT); and

WHEREAS the MFT funds can only be used towards roadway related maintenance and improvements; and

WHEREAS the Village intends to appropriate the use of MFT funds in the amount of \$400,000.00 to pay for roadway related general maintenance between Jan 1, 2019 to Dec 31, 2019; and

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 President and Board of Trustees authorizes and approves the attached Resolution closing out the MFT funds to pay for roadway related general maintenance in the amount of \$400,000.00 from Jan 1, 2019 to Dec 31, 2019 as outlined in IDOT Resolution attached hereto as Exhibit A.

SECTION THREE: The Village President 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 attached IDOT Resolution.

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 January 22, 2019.

APPROVED:

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

ATTEST:

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

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

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

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



**Illinois Department  
of Transportation**

**Resolution for Maintenance of  
Streets and Highways by Municipality  
Under the Illinois Highway Code**

BE IT RESOLVED, by the Board of Trustees of the  
(Council or President and Board of Trustees)  
Village of Bensenville, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$400,000.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2019  
(Date)  
to December 31, 2019.  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Nancy Quinn Clerk in and for the Village  
(City, Town or Village)  
of Bensenville, County of Cook and DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Board of Trustees at a meeting on January 22, 2019  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 22nd day of January, 2019.

(SEAL) \_\_\_\_\_ Village Clerk  
(City, Town or Village)

<b>Approved</b>
_____ Regional Engineer Department of Transportation
_____ Date



Local Public Agency: Village of Bensenville  
County: Cook and DuPage  
Section Number: 19-00000-00-GM

Section Number: 19-00000-00-GM

[illegible]

Total Estimated Maintenance Operation Cost	400,000.00
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	Estimated Cost	MFT Portion	Other Funds	Preliminary Engineering	-	
Maintenance	400,000.00	400,000.00	-	Engineering Inspection	-	
Maint Eng	-		-	Material Testing		
Totals:	400,000.00	400,000.00	-	Advertising		
				Bridge Inspections		
				Total Estimated Maintenance Engineering Cost	-	
				Total Estimated Maintenance Cost		400,000.00

Mull Asst. Dir. of Public Works  
Municipal Official Title

Municipal Official

Title

Date \_\_\_\_\_

Regional Engineer

Regional Engineer

Date \_\_\_\_\_



# Village of Bensenville

## Public Works Maintenance Zones

