

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM May 26, 2020

- 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. *May 12, 2020 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant Report 5-26-2020 20/10 \$1,823,895.23*
- VII. **CONSENTAGENDA– CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving and Supporting a State of Emergency to Protect the Public Health, Safety and Welfare and Provide Relief to the Residents and Business Community*
 - B. Community and Economic Development
 1. *Ordinance Denying Variation Requests for Monument Sign Area and Height, and Approving a Variation to Allow an EMC Sign at 1201-1221 W. Irving Park Road*
 2. *Ordinance Approving a Special Use Permit to Allow Indoor Entertainment and a Variation for Off-Street Parking Requirements at 450 South Dominic Court.*
 3. *Resolution Approving a Letter of Intent for the Contemplation of the Sale of 101 West Main Street and the Village Parking Lot on the East Side of North Center Street North of 13 West Main Street, Bensenville, Illinois*
 - C. Finance

1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, Establishing Rights and Responsibilities Related to Locally Imposed and Administered Taxes*

D. Police Department – No Report

E. Public Works

1. *Resolution Authorizing the Execution of a Contract with Utility Dynamics, Inc. for 2019 CDBG Annual Residential Streetlight Project in the Amount Not-to-Exceed \$244,045.00*
2. *Resolution Authorizing the Execution of an Engineering Service Agreement with James J. Benes and Associates, Inc. (JJB) for the 2019 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$17,083.00*

F. Recreation – No Report

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]

B. Personnel [5 ILCS 120/2 (C) (1)]

C. Collective Bargaining [5 ILCS 120/2 (C) (2)]

D. Property Acquisition [5 ILCS 120/2 (C) (5)]

E. Litigation [5 ILCS 120/2 (C) (11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 26, 2020**DESCRIPTION:**May 12, 2020 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_200512_VB

Upload Date

5/18/2020

Type

Cover Memo

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
May 12, 2020

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

ROLL CALL: 2. Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Carmona*, Franz*, Frey*, Lomax*, Panicola*

Absent: Perez

A quorum was present.

Staff Present: E. Summers, T. Finner*, C. Williamsen

**Village Clerk, Nancy Quinn, Trustee Carmona, Trustee Franz, Trustee Frey, Trustee Lomax, Trustee Panicola, Trustee Perez, and Todd Finner attended the meeting via electronic means.*

PUBLIC COMMENT: There was no Public Comment.

**APPROVAL OF
MINUTES:**

3. The April 28, 2020 Village Board 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.

**WARRANT NO.
20/09:**

4. President DeSimone presented **Warrant No. 20/09** in the amount of \$173,761.19.

Motion: Trustee Franz made a motion to approve the warrants as presented. Trustee Carmona the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
18-2020:**

5. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 18-2020** entitled an **Ordinance Authorizing the Renewal of the Aggregation Program for Electrical Load for the Village of Bensenville.**

There were no questions from the Village Board.

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

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
19-2020:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 19-2020** entitled an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Finding That a State of Emergency Continues to Exist and is Necessary to Protect the Public Health, Safety and Welfare of the Residents and Business Community.**

There were no questions from the Village Board.

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

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
20-2020:**

7. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 20-2020** entitled an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Two of Title Five of the Bensenville Village Code to Regulate Motor Vehicle Stopping, Standing or Parking.**

There were no questions from the Village Board.

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

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

Proclamation: Deputy Village Clerk, Corey Williamsen, read a proclamation into the record designating the Week of May 17-23, 2020, National Public Works Week in the Village of Bensenville.

Motion: Trustee Franz made a motion approve the proclamation as presented. Trustee Carmona seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

President DeSimone announced with the announcement of Governor Pritzker's "Restore Illinois" plan to reopen the state, the Village of Bensenville's Music in the Park summer concert series and the Fourth of July Liberty Fest celebrations have been cancelled. President DeSimone stated these events traditionally bring large crowds to Bensenville and would violate Governor Pritzker's new "Restore Illinois" plan until the economy is fully reopened. President DeSimone stated the state is currently in phase 2 of this 5-phase plan. President DeSimone stated this was not an easy decision and one that the Village struggled with knowing how popular they are but we also have to follow the direction from the state and put public safety first.

President DeSimone stated Bensenville remains committed to following all state guidelines, working together to combat COVID-19 and keeping our residents safe and healthy. President DeSimone stated under Governor Pritzker's Restore Illinois plan, gatherings of more than 50 individuals are prohibited until our region reaches Phase 5. President DeSimone stated Phase 5 requires the availability of a vaccine or highly effective treatment for COVID-19, as well as a sustained elimination of new cases. President DeSimone stated at this point it is reasonable to assume that accomplishing these tasks will take a significant amount of time.

President DeSimone recognized Police Week and thanked all Police for everything they do.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced the Village broadcasted their Village Board Meeting live online for the first time this evening on YouTube.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Joseph Montana, stated there was not a need for Executive Session.

ADJOURNMENT:

Trustee Franz made a motion to adjourn the meeting. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:43 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, May 2020

TYPE:Warrant**SUBMITTED BY:**Tia Filishio**DEPARTMENT:**Finance**DATE:**5/26/2020**DESCRIPTION:**Warrant Report 5-26-2020 20/10 \$1,823,895.23**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant Report 5-16-2020 20/10 \$1,823,895.23**ATTACHMENTS:****Description****Upload Date****Type**Warrant Report 5-26-2020 20/10 \$1,823,895.235/21/2020Backup Material

VILLAGE OF BENSENVILLE WARRANT 20/10

May 26, 2020

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



EVAN K SUMMERS
VILLAGE MANAGER



JULIE MCMANUS
DIRECTOR OF FINANCE

Approved by the Board of Trustees on May 26, 2020 hereby authorizing the Director of Finance to disburse \$ 1,823,895.23 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



BENSENVILLE
GATEWAY TO OPPORTUNITY

FOR CHECKS DATED: 5/26/2020

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1ST AYD, CORP.									
3047									
PSI361334	INV#PSI361334 SHOP SUPPLIES	ELGIN	20201392	06/03/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$412.48	0
								412.48	
ADVANCE AUTO PARTS									
808									
294313560	CREDIT ON ACCOUNT	BENSENVILLE		05/13/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-37.18	0
340561176	CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-59.13	0
8751003836689	PARTS INVOICE	BENSENVILLE		04/30/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$24.87	0
8751004136837	PARTS INVOICE	BENSENVILLE		04/30/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$118.39	0
8751006970492A	REMAINING BALANCE DUE ON INV	BENSENVILLE		04/08/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$22.82	0
8751007122428A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/10/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$2.80	0
8751007338318A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$3.33	0
8751007370833A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$2.51	0
8751007823022A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/17/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$8.68	0
8751007823023A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/17/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$3.38	0
8751007971104A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/18/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$1.80	0
87510091711476A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/30/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$3.91	0
8751009171520A	BALANCE DUE ON INVOICE 875100	BENSENVILLE		04/30/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$4.31	0
8751010124334	INV#8751010124334 - 228 EGR PO	BENSENVILLE	20201383	05/10/2020	51050540-542410	PW	R&M VEHICLES	\$67.19	0
8751012172636	INV# 8751012572724 STARTER	BENSENVILLE	20201298	05/30/2020	51050540-542410	PW	R&M VEHICLES	\$37.39	0
8751012572724	INV# 8751012572724 STARTER	BENSENVILLE	20201298	06/03/2020	11050430-542410	PW	R&M VEHICLES	\$137.99	0
8751012772842	INV#8751010124334 - 228 EGR PO	BENSENVILLE	20201383	06/05/2020	11050430-542410	PW	R&M VEHICLES	\$181.55	0
8751013330959	INV#8751010124334 - 228 EGR PO	BENSENVILLE	20201383	06/11/2020	11050440-542410	PW	R&M VEHICLES	\$15.24	0
8751013373040	INV#8751010124334 - 228 EGR PO	BENSENVILLE	20201383	06/11/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$8.44	0
8751808630654	INVOICE EAC	BENSENVILLE		05/13/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$14.71	0
8751828838797	CREDIT MEMO ORDER CANCELLED	BENSENVILLE		05/13/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-48.83	0
8751931174911	CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-114.98	0
8751934425323	315 - CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-35.00	0
8751934476302	CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-4.80	0
8751935726370	PARTS INVOICE 278	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$31.60	0
8751936026505	278 - CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$30.97	0
8751936026506	278 - CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-62.57	0
87519535734118	219 - CREDIT ON ACCOUNT	BENSENVILLE		06/12/2020	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	\$-8.04	0
								351.35	
AFLAC									
980									
559985	APRIL 2020 CONTRIBUTIONS- AFLA	COLUMBUS	20201171	05/27/2020	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,445.76	9006000
								1,445.76	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AFSCME									
3105									
05012020	MVP NATIONAL PEOPLE PR WH 5/		20201179	05/31/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9006001
05152020	AFSCME VOLUNTARY PEOPLE DEI		20201358	06/14/2020	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$12.60	9006023
								25.20	
AGNIESZKA NAWROCKA									
9									
A NAWROCKA 202 WAHOO SWIM TEAM VOLUNTEER I				06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
AL WARREN OIL CO, INC.									
700									
W1308347	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	06/06/2020	11040110-554110	PW	FUEL/GAS/OIL	\$1,221.05	0
W1308347	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	06/06/2020	11050490-554110	PW	FUEL/GAS/OIL	\$743.65	0
W1308347	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	06/06/2020	11060640-554110	PW	FUEL/GAS/OIL	\$45.96	0
W1308347	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	06/06/2020	11070720-554110	PW	FUEL/GAS/OIL	\$68.77	0
W1308347	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	06/06/2020	51050540-554110	PW	FUEL/GAS/OIL	\$293.04	0
W1308347	R-149-19 FLEET FUEL AND TANK R	HAMMOND	20200097	06/06/2020	51050570-554110	PW	FUEL/GAS/OIL	\$69.27	0
								2,441.74	
ALEXANDER CHEMICAL CORP.									
2700									
24491	R-140-19 SODIUM BISULFITE	CHICAGO	20200021	06/12/2020	51050570-554120	PW	CHEMICALS	\$913.76	0
								913.76	
ALEXANDRA CASTILLO									
9									
A CASTILLO WAHOO SWIM TEAM VOLUNTEER I				05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ALFREDO DIAZ									
99									
7650-30542 CDC HEARIN REFUND APP 7650				05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$218.00	0
								218.00	
AMERICAN CONSERVATION & BILLING									
1262									
11126	AQUAHAWK 6/1-7/1/2020	COLORADO SP	20201382	05/31/2020	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERICAN WATER WORKS ASSOCIATION									
2860									
7001764263	AWWA MEMBERSHIP RENEWAL 5/	DALLAS	20201316	06/18/2020	51050110-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$350.00	0
								350.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/26/2020

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ANGELA PINTO									
9									
168227	REFUND ON PARTY DEPOSIT - THE			05/13/2020	11070790-437910	FN	MOVIE THEATRE-ADMISSION SALI	\$30.00	0
								30.00	
ANNA DUNUN-KADHRI									
9									
A DUNUN-KADHRI	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ANNA NOWACK									
9									
A NOWACK 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ARIES LOGISTICS INC									
99									
7536-29239	CDC HEARIN REFUND APP 7536			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$227.00	0
								227.00	
ARROW ROAD CONSTRUCTION, CO.									
6938									
22850	INV# 22850 UPM COLD MIX	ELK GROVE VII	20201328	05/28/2020	11050420-542810	PW	R & M PAVEMENT	\$158.20	0
								158.20	
ASTI ITALIAN DELI									
99									
6874-300626	CDC HEARIN REFUND APP 6874			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$220.25	0
								220.25	
B & K EQUIPMENT CO.									
99									
8326-17413	B NR ACC REFUND APP 8326			03/12/2020	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
BARTOLO CREATIVE INCORPORATED									
1786									
INV-000624	SIGN ARTIST - COVID-19 SMALL B	BENSENVILLE	20201201	05/14/2020	11020190-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$230.00	0
								230.00	
BATTERY SERVICE CORPORATION									
2716									
0061277	INV# 0061633 - 212 MOTORCRAFT	BENSENVILLE	20201314	05/28/2020	51050570-542410	PW	R&M VEHICLES	\$195.56	0
0061633	INV# 0061633 - 212 MOTORCRAFT	BENSENVILLE	20201314	06/03/2020	11050430-542410	PW	R&M VEHICLES	\$100.95	0
								296.51	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BOENDER, MARLA									
99									
7304-41054	CDC HEARIN REFUND APP 7304			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$170.75	0
								170.75	
BOLINGER LACH & ASSOCIATES, INC.									
281									
20254-9	R-109-18 ENG SERV CHURCH RD	ITASCA	20200417	05/30/2020	31080820-536515	PW	ENG SVC - PROJECT MANAGEME	\$6,952.34	0
								6,952.34	
BRETT BEEBE									
9									
164987	ICE RENTAL CANCELLATION - COV			06/18/2020	11174100-437410	FN	RINK REVENUE-ICE RENTAL	\$987.00	0
								987.00	
BRIGHT DIRECTIONS									
683									
05012020	BRIGHT DIRECTIONS PR WH 5/1/2C	LINCOLN	20201167	05/31/2020	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9006005
05152020	BRIGHT DIRECTIONS PR WH 5/15/2	LINCOLN	20201348	06/14/2020	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAI	\$200.00	9006028
								400.00	
BRUNNER & LAY INC									
99									
7007-36215	CDC HEARIN REFUND APP 7007			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$209.00	0
								209.00	
CALL ONE									
512									
241983	SERVICE 5/15-6/14/2020	CLEVELAND	20201371	06/14/2020	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$3,498.86	0
								3,498.86	
CDW GOVERNMENT, INC.									
11480									
XFZ5612	DELL LATITUDE 5490 - 14" - COR	CHICAGO	20200784	04/12/2020	11020180-594000	FN	CAPITAL OUTLAY - MACHINERY &	\$2,025.00	0
XGL4570	DELL LATITUDE 5490 - 14" - COR	CHICAGO	20200784	04/16/2020	11020180-594000	FN	CAPITAL OUTLAY - MACHINERY &	\$444.00	0
XNP9272	SANDISK X600 256GB SATA 6G M.2	CHICAGO	20201360	05/14/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$172.66	0
XQG1418	REFUND ON LOGITECH S-120 SPE/	CHICAGO		04/22/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$-38.48	0
XVH9081	REFUND ON SANDISK SSD & BATT	CHICAGO		05/14/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$-172.66	0
XVJ7639	SANDISK X600 256GB SATA 6G M.2	CHICAGO	20201360	06/13/2020	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$161.57	0
								2,592.09	
CHICAGO PARTS & SOUND, LLC									
929									
1-0141370	INV# 1-0141370 31 - SERIES KWI	ELK GROVE VII	20201385	06/11/2020	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$84.08	0
								84.08	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 5/26/2020

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CHRISTINA AIARDO 9									
C AIARDO 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
CHRISTOPHER B BURKE ENGINEERIN 2738									
157498	CHRISTOPHER B. BURKE INVOICE	ROSEMONT	20201406	05/03/2020	11010030-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,287.85	0
								1,287.85	
CINTAS 13176									
8404616065	MEDICAL CABNET SUPPLIES-INV #	MAYWOOD	20201264	05/31/2020	11040110-542110	PD	R&M BUILDING	\$101.31	0
								101.31	
CIVITECH ENGINEERING, INC. 454									
3373-11	R-14-19 DOWNTOWN STREETSCAF	ITASCA	20200421	06/05/2020	31080860-536515	PW	ENG SVC - PROJECT MANAGEME	\$5,813.27	0
								5,813.27	
CLARKE ENVIRONMENTAL MOSQ. MA 2765									
001010031	R-151-19 MOSQUITO ABATEMENT	CHICAGO	20200052	05/27/2020	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,299.00	0
								7,299.00	
COMCAST 12216									
0002237-0520	COMCAST-877120094003318-0520	SOUTHEASTE	20201396	06/03/2020	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$143.96	0
0003318-0520	COMCAST-877120094003318-0520	SOUTHEASTE	20201396	05/31/2020	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$146.85	0
								290.81	
COMMONWEALTH EDISON 2668									
0255029237-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/27/2020	11050420-541370	PW	ELECTRICITY	\$151.54	0
0573075279-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/28/2020	11050420-541370	PW	ELECTRICITY	\$117.98	0
0704031005-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/29/2020	11050420-541370	PW	ELECTRICITY	\$84.99	0
3447078072-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/28/2020	11050420-541370	PW	ELECTRICITY	\$110.87	0
4518004070-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/28/2020	11050420-541370	PW	ELECTRICITY	\$50.28	0
4548117053-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/28/2020	11050420-541370	PW	ELECTRICITY	\$54.79	0
5595153071-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/28/2020	11050420-541370	PW	ELECTRICITY	\$236.92	0
6282023005-0420	COMED - 3447078072- MARCH 2020	CAROL STREA	20201312	05/28/2020	11050420-541370	PW	ELECTRICITY	\$50.29	0
7058038017-0420	SERVICE 3/30-4/28/2020 @ 302 W C	CAROL STREA	20201276	05/28/2020	11040341-577121	PD	TEEN CENTER	\$71.18	0
								928.84	

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CONSTELLATION ENERGY SERVICES									
13016									
763464-0-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$107.36	0
763464-1-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$49.60	0
763464-10-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$294.14	0
763464-11-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$44.84	0
763464-12-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$37.70	0
763464-13-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	05/29/2020	11174100-541370	SF	ELECTRICITY	\$7,835.01	0
763464-15-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$361.01	0
763464-16-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$95.16	0
763464-18-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$41.25	0
763464-19-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$899.35	0
763464-2-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050550-541370	PW	ELECTRICITY/GAS	\$3,079.05	0
763464-20-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$72.71	0
763464-21-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050550-541370	PW	ELECTRICITY/GAS	\$2,609.52	0
763464-22-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$150.77	0
763464-23-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050570-541370	PW	ELECTRICITY/GAS	\$20,059.63	0
763464-25-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	05/29/2020	11174100-541370	SF	ELECTRICITY	\$4,507.52	0
763464-26-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050550-541370	PW	ELECTRICITY/GAS	\$3,885.11	0
763464-28-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$1,443.97	0
763464-3-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$162.97	0
763464-33-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	05/29/2020	11070720-541370	SF	ELECTRICITY	\$58.58	0
763464-34-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	06/03/2020	11070720-541370	SF	ELECTRICITY	\$24.77	0
763464-35-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	06/03/2020	11070790-541370	SF	ELECTRICITY	\$278.79	0
763464-36-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	05/29/2020	11070790-541370	SF	ELECTRICITY	\$255.46	0
763464-37-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	05/29/2020	11070790-541370	SF	ELECTRICITY	\$130.92	0
763464-38-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	51050560-541370	PW	ELECTRICITY/GAS	\$24.25	0
763464-39-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	11050420-541370	PW	ELECTRICITY	\$74.12	0
763464-4-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$84.12	0
763464-40-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050550-541370	PW	ELECTRICITY/GAS	\$73.49	0
763464-41-0420	CONSTELLATION - 763464-41-0420	CAROL STREAI	20201337	06/03/2020	11050420-541370	PW	ELECTRICITY	\$45.00	0
763464-42-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	11050420-541370	PW	ELECTRICITY	\$68.41	0
763464-43-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	11050420-541370	PW	ELECTRICITY	\$232.93	0
763464-44-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	11050420-541370	PW	ELECTRICITY	\$79.30	0
763464-45-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/30/2020	11050420-541370	PW	ELECTRICITY	\$315.34	0
763464-46-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/28/2020	51050560-541370	PW	ELECTRICITY/GAS	\$25.66	0
763464-5-0420	CONSTELLATION-763464-13-0420	CAROL STREAI	20201377	05/29/2020	11070720-541370	SF	ELECTRICITY	\$491.27	0
763464-7-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/28/2020	51050560-541370	PW	ELECTRICITY/GAS	\$65.83	0
763464-8-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$2,456.09	0
763464-9-0420	CONSTELLATION-763464-8-0420	CAROL STREAI	20201380	05/29/2020	51050560-541370	PW	ELECTRICITY/GAS	\$85.10	0

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CORSTANGE GREENHOUSES, LLC								50,606.10	
1400									
20-9882	INV# 20-9882 3.5" X 18CT VINCA	PORTAGE	20201399	05/29/2020	11050430-542811	PW	R&M ROW	\$2,950.18	0
								2,950.18	
DAILY HERALD									
7111									
47249	ACCT 107649 - INV# 47249 STREET	CAROL STREAI	20201329	05/25/2020	11050110-532100	PW	PROFESSIONAL SERVICES	\$128.80	0
								128.80	
DANISH, FAHAO									
99									
7597-41055	CDC HEARIN REFUND APP 7597			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$202.25	0
								202.25	
DAWN PITTS									
9									
D PITTS 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
DENISE GLENNON									
9									
D GLENNON 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
DENK AND ROCHE BUILDERS									
99									
7525-36462	CDC HEARIN REFUND APP 7525			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$220.25	0
								220.25	
DIMITAR DONCHEV									
9									
D DONCHEV 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
DISCOVERY BENEFITS									
504									
0001138832-IN	COBRA - MAR 2020	FARGO	20201347	06/18/2020	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$85.00	9006029
0001151842-IN	COBRA - APR 2020	FARGO	20201347	05/30/2020	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$85.00	9006030
								170.00	
DORNER PRODUCTS, INC.									
1214									
152534-IN	REPAIR AUMA ELECTRIC MOTOR A	SUSSEX	20200600	06/03/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,794.23	0

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								1,794.23	
DOROTA WANDACHOWICZ									
9									
D WANDACHOWIC	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
DRYDON EQUIPMENT, INC.									
1094									
21820	SSI DIFFUSER QUOTE# QU203054	ELGIN	20200862	05/30/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,869.80	0
								1,869.80	
DUBIN CONSULTING, INC									
99									
6791-40956	CDC HEARIN REFUND APP 6791			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$184.25	0
								184.25	
DUPAGE COUNTY									
269									
20-RMS007	FY20 NetRMS COST-INV #20-RMS00	WHEATON	20201267	05/15/2020	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$3,721.25	0
								3,721.25	
DUPAGE COUNTY COLLECTOR									
3726									
0311403012-0620	1ST INSTALLMENT 2019 031140301	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$2,625.10	0
0313319026-0620	1ST INSTALLMENT 2019 031331902	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$29.31	0
0313319027-0620	1ST INSTALLMENT 2019 031331902	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$29.31	0
0314406013-0620	1ST INSTALLMENT 2019 031440601	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$1,953.39	0
0314414028-0620	1ST INSTALLMENT 2019 031441402	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$29.31	0
0324110006-0620	1ST INSTALLMENT 2019 032411000	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$29.31	0
0324208014-0620	1ST INSTALLMENT 2019 032420801	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$2,709.40	0
0324403008-0620	1ST INSTALLMENT 2019 032440300	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$2,212.15	0
03244050010620	1ST INSTALLMENT 2019 032440500	CAROL STREAI	20201374	06/18/2020	31080890-568110	FN	PROPERTY TAX EXPENSE	\$5,375.52	0
								14,992.80	
DUPAGE COUNTY RECORDER									
3522									
R2020-038132	R2020-038132	WHEATON	20201359	05/20/2020	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2020-043983	R2020-038132	WHEATON	20201359	06/04/2020	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2020-043984	R2020-038132	WHEATON	20201359	06/04/2020	11010030-541140	FN	LEGAL NOTICES	\$11.00	0
R2020-043985	R2020-038132	WHEATON	20201359	06/04/2020	11010030-541140	FN	LEGAL NOTICES	\$12.00	0
								45.00	
DUPAGE TOPSOIL, INC.									
9538									

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049819	INV#049819 SEMI PULV + DELIVER	WHEATON	20201332	05/28/2020	11050430-542811	PW	R&M ROW	\$355.00	0
								355.00	
DUPAGE WATER COMMISSION									
5295									
MARCH 2020	WATER CONSUMPTION - 2/29-3/31/	ELMHURST	20200988	04/30/2020	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$213,386.95	9005999
								213,386.95	
EDGAR VAZQUEZ									
9									
E VAZQUEZ 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ELISEO, CHAVEZ									
99									
7718-41050	CDC HEARIN REFUND APP 7718			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$200.00	0
								200.00	
EMELY COTTO									
9									
E COTTO 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ENERGENECS, INC.									
900									
0039793-IN	INV#0039793-IN LABOR	SAUKVILLE	20201378	04/04/2020	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,812.50	0
0039990-IN	INV#0039793-IN LABOR	SAUKVILLE	20201378	05/23/2020	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$375.00	0
								3,187.50	
ERIKA LOPEZ									
9									
E LOPEZ 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
ETERNALLY GREEN LAWN CARE, INC									
1613									
16979-161756-0	R-148-19 LAWN CARE	FRANKFORT	20200051	06/07/2020	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$4,666.00	0
								4,666.00	
EWA CHICAGO									
99									
7719-41036	CDC HEARIN REFUND APP 7719			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$839.25	0
								839.25	
FENTON HIGH SCHOOL DISTRIST100									
99									

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7323-204122	CDC HEARIN REFUND APP 7323			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$220.25	0
								220.25	
FINNER, TODD (E)									
8831									
03202020	FLASH DRIVE FOR ATTORNEY	ELMHURST	20201266	04/19/2020	11174100-541145	SF	ADVERTISING	\$21.59	0
								21.59	
FLORIAN, YUSEF									
99									
7520-36735	CDC HEARIN REFUND APP 7520			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$215.75	0
								215.75	
FUL LIFE, LLC									
355									
52428	INV#52428 WWTP PPE COVID 19 SI	ROSELLE	20201296	05/31/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$1,152.00	0
52431	INV#52428 WWTP PPE COVID 19 SI	ROSELLE	20201296	05/30/2020	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$79.50	0
52432	GAS MONITOR CALIBRATION & REI	ROSELLE	20201297	06/12/2020	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$237.62	0
								1,469.12	
GBJ SALES, LLC									
1488									
2856	INV#2856 FOAMING HAND CLEANE	VERNON HILLS	20201064	04/19/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$604.65	0
2878	INV#2856 FOAMING HAND CLEANE	VERNON HILLS	20201064	04/26/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$437.35	0
2957	INV 2957 PPE - WASTEWATER	VERNON HILLS	20201305	05/21/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$639.20	0
								1,681.20	
GIERALTOWSKI, PAWEL									
99									
7214-27276	CDC HEARIN REFUND APP 7214			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$215.75	0
								215.75	
GOLDY LOCKS, INC.									
13164									
681902	INV# 681902 SERVICE/LABOR DOO	FRANKFORT	20201338	05/23/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$350.00	0
								350.00	
GREAT LAKES CONCRETE, LLC									
1549									
237461	INV# 237461 6PL/CL X 4PL/CL NO	CHICAGO	20201306	05/14/2020	51050540-552520	PW	WATER MAIN PARTS	\$53.98	0
								53.98	
HERNANDEZ, NOELIA									
99									
7018-12882	CDC HEARIN REFUND APP 7018			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$222.50	0
								222.50	

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HOME DEPOT CREDIT SERVICES									
7665									
3110121	LAB SUPPLIES	LOUISVILLE	20201330	05/24/2020	51050570-552550	PW	LAB SUPPLIES	\$30.95	0
7611172	TIDE PODS	LOUISVILLE	20201225	05/10/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$19.97	0
7622580	TIDE PODS	LOUISVILLE	20201225	05/20/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$18.73	0
								69.65	
HOUSE OF DOORS INC									
1784									
15404	INV# 15404 SERVICE CALL- BUILD	BROOKFIELD	20201309	04/13/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$584.18	0
								584.18	
ICMA_RC RETIREMENT									
3096									
05012020	ROTH PR WH 5/1/2020		20201253	05/31/2020	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,539.53	9006015
0501220	ICMA PR WH 5/1/2020		20201277	05/31/2020	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$12,491.55	9006010
05152020	ICMA W/H FOR P/R PERIOD 5/15/20		20201365	06/14/2020	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$12,521.91	9006018
05152020A	ICMA W/H FOR P/R PERIOD 5/15/20		20201357	06/14/2020	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,539.53	9006024
								28,092.52	
ICON IDENTITY SOLUTIONS									
99									
7749-41048	CDC HEARIN REFUND APP 7749			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$215.75	0
								215.75	
IL DEPARTMENT OF TRANSPORTATIC									
7540									
58905	TRAFFIC SIGNAL MAINTENANCE 20	SCHAUMBURG	20201376	05/31/2020	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,366.50	0
								1,366.50	
IL. MUNICIPAL RETIREMENT FUND									
2882									
APRIL 2020	APRIL 2020 CONTRIBUTIONS	OAK BROOK	20201192	05/30/2020	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$68,827.29	9006008
								68,827.29	
ILCMA									
3811									
2020	2020-2021 MEMBERSHIP DUES	DEKALB	20201395	06/18/2020	11020110-521110	FN	MEMBERSHIP DUES	\$371.25	0
								371.25	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
05012020	IL STATE PR TAX WH 5/1/2020	SPRINGFIELD	20201278	05/31/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$14,923.33	9006012
05152020	IL STATE TAX WH FOR PR PERIOD	SPRINGFIELD	20201366	06/14/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$15,307.75	9006017
FEBRUARY 2020	SALES TAX PAYABLE FEBRUARY 2	SPRINGFIELD		06/04/2020	11000000-265010	FN	SALES TAX PAYABLE	\$427.00	9006009

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31,620.08

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JANUARY 2020	SALES TAX PAYABLE JANUARY 2020	SPRINGFIELD		06/04/2020	11000000-265010	FN	SALES TAX PAYABLE	\$581.00	9006009
MARCH 2020	SALES TAX PAYABLE MARCH 2020	SPRINGFIELD		06/04/2020	11000000-265010	FN	SALES TAX PAYABLE	\$388.00	9006009
MARCH 2020	SALES TAX PAYABLE MARCH 2020	SPRINGFIELD		06/04/2020	11000000-437295	FN	MISC REVENUE-REDMOND	\$-7.00	9006009
								31,620.08	
ILLINOIS PUBLIC RISK FUND									
1195									
63601	JUNE WORKERS COMPENSATION/	TINLEY PARK	20201239	05/09/2020	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$33,682.00	0
								33,682.00	
INTERSTATE BILLING SERVICE, INC.									
909									
3019274398	INV# 3019274398 - 259 MOTOR, W	DECATUR	20201384	06/06/2020	11050420-542410	PW	R & M VEHICLES	\$505.00	0
								505.00	
IRIS STERLING									
9									
I STERLING 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
JAMES J BENES & ASSOCIATES, INC.									
7894									
1585.000P	R-124-18 DESIGN ENG 2019 STREE	LISLE	20200439	05/30/2020	31080810-536513	PW	ENG SVC - DESIGN	\$470.90	0
1585.000P	R-124-18 DESIGN ENG 2019 STREE	LISLE	20200439	05/30/2020	51080860-596000	PW	CAPITAL CONSTRUCTION	\$548.39	0
1594.000F	R-81-19 ENG SERV 2019 RESIDENT	LISLE	20200440	05/30/2020	31080810-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$463.31	0
								1,482.60	
JOANNA PIETRAS									
9									
J PIETRAS 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
JOLANTA KISOLEK									
9									
J KISIOLEK 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
JOSEPH CARACCI (E)									
462									
4229D	REIMBURSEMENT FOR BOCCE CT	LAGRANGE	20201370	06/11/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$3,199.98	0
								3,199.98	
KARINA LOPEZ									
9									
K LOPEZ 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	

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KARLA DIAZ									
9									
K DIAZ 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
KRISTEN SOSA									
9									
K SOSA 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
LANER MUCHIN LTD									
11469									
584218	LEGAL SERVICES PERFORMED TH	CHICAGO	20201286	05/31/2020	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$58.75	0
								58.75	
LINDAHL BROTHERS, INC.									
338									
24054	R-152-19 SAND & STONE DELIVER	BENSENVILLE	20200045	05/30/2020	51050540-579990	PW	DISPOSAL CHARGES	\$5,932.41	0
								5,932.41	
LUCERO, FERNANDO									
99									
6996-33388	CDC HEARIN REFUND APP 6996			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$222.50	0
								222.50	
MARIA ESCOBAR									
9									
M ESCOBAR 2020	WAHOO SWIM TEAM VOLUNTEER			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
MARQUARDT & BELMONTE P.C.									
127									
10548	VILLAGE PROSECUTIONS AND AD	WHEATON	20201401	05/30/2020	11020120-533210	FN	LEGAL SERVICES-PROSECUTION	\$675.00	0
								675.00	
MARY-ELLEN SARVIDA									
9									
ME SARVIDA 2020	WAHOO SWIM TEAM VOLUNTEER			05/30/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
MCCANN INDUSTRIES, INC.									
2916									
P23679	INV# P23679 14 X 20MM METAL AB	CHICAGO	20201317	05/28/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$110.90	0
R01846	INV R01846 - BOCCE COURT 16' A	CHICAGO	20201318	06/11/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT	\$39.20	0
								150.10	

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MCDONALD'S CORP.									
9225									
05012020	1 PRISONER MEAL-APRIL20-INV #0	BENSENVILLE	20201281	05/31/2020	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$5.99	0
								5.99	
MCMASTER-CARR									
2917									
37546993	INV#37546993 2122K334 AIR FILT	CHICAGO	20201319	04/30/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$83.54	0
39042076	INV# 39042076 STAINLESS STEEL	CHICAGO	20201390	06/03/2020	11050440-542110	PW	R&M BUILDING	\$29.97	0
39051107	INV# 51420 HIGH PRESSURE PVC 1	CHICAGO	20201320	06/03/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$169.36	0
								282.87	
MEADE, INC.									
12050									
691058	TRAFFIC SIGNAL MAINT JAN & MAF	MCCOOK	20201398	03/01/2020	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$811.20	0
691807	TRAFFIC SIGNAL MAINT JAN & MAF	MCCOOK	20201398	04/30/2020	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$811.20	0
692348	REPAIR ILLUMINATED STREET NAI	MCCOOK	20201369	06/11/2020	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$4,936.00	0
								6,558.40	
MENARDS									
11265									
57499	INV# 57500 PW BENCH 1/4X1-1/2	MELROSE PAR	20201334	05/27/2020	11050440-542110	PW	R&M BUILDING	\$47.38	0
57500	INV# 57500 PW BENCH 1/4X1-1/2	MELROSE PAR	20201334	05/27/2020	11050440-542110	PW	R&M BUILDING	\$194.46	0
57689	INV#57689 1.5" STEEL LNG SHKL	MELROSE PAR	20201335	05/29/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$42.76	0
57747	INV# 57500 PW BENCH 1/4X1-1/2	MELROSE PAR	20201334	05/27/2020	11050440-542110	PW	R&M BUILDING	\$52.46	0
58152	INV#57689 1.5" STEEL LNG SHKL	MELROSE PAR	20201335	05/29/2020	11050440-542110	PW	R&M BUILDING	\$19.80	0
								356.86	
METRO TANK AND PUMP COMPANY									
1366									
16444	MONTHLY UST INSPECTION CHUR	WHEELING	20200306	06/17/2020	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	\$350.00	0
								350.00	
METROPOLITAN EMERGENCY RESPO									
1689									
2020/21	2020 MEMBERSHIP DUES-MERIT-IN	WHEATON	20201275	05/31/2020	11040360-571010	PD	INTERGOV'T PROG/CONTRIB.	\$4,000.00	0
								4,000.00	
MIDWEST GROUNDCOVERS LLC									
1405									
I620949	INV# I620949- TOWN CENTER SYRI	ST CHARLES	20201303	05/29/2020	11050430-542811	PW	R&M ROW	\$500.70	0
								500.70	
MILLER COOPER & CO LTD									
1163									

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MAY 2020	MAY 2020 INSURANCE HEALTH, DE	DEERFIELD	20201269	05/31/2020	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$143,941.92	9006013
MAY 2020	MAY 2020 INSURANCE HEALTH, DE	DEERFIELD	20201269	05/31/2020	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$1,209.97	9006013
MAY 2020	MAY 2020 INSURANCE HEALTH, DE	DEERFIELD	20201269	05/31/2020	11000000-214160	FN	PAYROLL DEDUCT'N-DENTAL INS	\$9,080.18	9006013
								154,232.07	
MILLER INDUSTRIAL, LLC									
6509									
DEVR2-23357	SANITIZER & SURFACE CLEANER	ELK GROVE VII	20201280	05/31/2020	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$340.67	0
DEVR3-42136	INV# DEVR3-42136 MOTO MIX STIH	ELK GROVE VII	20201327	06/03/2020	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$63.92	0
DEVR3-42202	1 CASE EACH:AA & AAA BATTERIE	ELK GROVE VII	20201260	06/03/2020	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$160.28	0
DEVR3-42394	INV# DEVR3-42136 MOTO MIX STIH	ELK GROVE VII	20201327	06/04/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$66.70	0
DEVR3-42765	INV# DEVR3-43107 - BOCCE COUR	ELK GROVE VII	20201394	06/06/2020	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$24.29	0
DEVR3-42801	INV# DEVR3-43107 - BOCCE COUR	ELK GROVE VII	20201394	06/06/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$33.98	0
DEVR3-43107	INV# DEVR3-43107 - BOCCE COUR	ELK GROVE VII	20201394	06/10/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$37.47	0
SI-244730	INV# SI-244730 BLEACH SPRAYER	ELK GROVE VII	20201326	04/29/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$18.84	0
								746.15	
MWM CONSULTING GROUP, INC.									
178									
280509(11935)	PREPARATION OF ACTUARIAL VAL	CHICAGO	20201407	06/19/2020	11030110-532340	FN	ACTUARIAL SERVICES	\$975.00	0
280510(11935)	PREPARATION OF ACTUARIAL VAL	CHICAGO	20201407	06/19/2020	11030110-532340	FN	ACTUARIAL SERVICES	\$5,900.00	0
								6,875.00	
NAFISCO, INC.									
9986									
00010483	R-9-20 BLANKET PO - STREET SIG	ROMEOVILLE	20200321	06/11/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$821.00	0
								821.00	
NEUCO, INC.									
1069									
4364105	INV# 4364105- VH TOUCH SCREEN	DOWNERS GRI	20201387	06/10/2020	11050440-542110	PW	R&M BUILDING	\$172.54	0
								172.54	
NICOR									
2673									
10557800009-0420	10-55-78-0000 9 - 0420	CAROL STREAI	20201313	05/28/2020	51050560-541370	PW	ELECTRICITY/GAS	\$226.33	0
61437400007-0420	10-55-78-0000 9 - 0420	CAROL STREAI	20201313	05/30/2020	51050570-541370	PW	ELECTRICITY/GAS	\$1,250.98	0
68647800009-0320	10-55-78-0000 9 - 0420	CAROL STREAI	20201313	05/28/2020	51050550-541370	PW	ELECTRICITY/GAS	\$111.97	0
68647800009-0420	10-55-78-0000 9 - 0420	CAROL STREAI	20201313	05/28/2020	51050550-541370	PW	ELECTRICITY/GAS	\$94.62	0
								1,683.90	
OLD SECOND BANK									
1338									
05012020	PAYROLL TAXES FOR 5/1/20 FEDEI	AURORA	20201270	05/31/2020	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$37,878.45	9006011

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05012020	PAYROLL TAXES FOR 5/1/20 FEDEI	AURORA	20201270	05/31/2020	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$26,279.63	9006011
05012020	PAYROLL TAXES FOR 5/1/20 FEDEI	AURORA	20201270	05/31/2020	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$9,841.15	9006011
05152020	FEDERAL WH TAX PAYMENT FOR I	AURORA	20201364	06/14/2020	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$39,050.34	9006019
05152020	FEDERAL WH TAX PAYMENT FOR I	AURORA	20201364	06/14/2020	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$27,211.75	9006019
05152020	FEDERAL WH TAX PAYMENT FOR I	AURORA	20201364	06/14/2020	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,110.75	9006019
								150,372.07	
ON TIME MESSENGER SERVICE, INC.									
99									
6962-33362	CDC HEARIN REFUND APP 6962			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$220.25	0
								220.25	
PACE SUBURBAN BUS DIVISION OF T									
1667									
575051	JAN 2020 RIDESHARE PACE	ARLINGTON HT	20201307	05/30/2020	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$440.16	0
								440.16	
PAGCO, INCORPORATED									
1744									
374765	INV# 374765 QUEST MR GREEN CA	YORKVILLE	20201308	05/14/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$425.00	0
								425.00	
PASSPORT LABS, INC									
1149									
INV-1012643	APRIL 2020 MOBILE PAY SERVICE	DETROIT	20201351	05/30/2020	11030110-540330	FN	BANK/CREDIT CARD FEES	\$0.37	0
								0.37	
PAYLOCITY									
12843									
106464340	PAYROLL FEES 5/1/2020	ARLINGTON HE	20201189	05/31/2020	11030110-532310	FN	PAYROLL SERVICES	\$924.35	9006004
106511450	PAYROLL FEES FOR PR PERIOD 5/	ARLINGTON HE	20201362	06/14/2020	11030110-532310	FN	PAYROLL SERVICES	\$833.57	9006021
								1,757.92	
PETTY CASH - PW									
2626									
05072020	BEVERAGES FOR 5/8/20 LUNCHEC	BENSENVILLE	20201311	06/06/2020	11020110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$19.68	0
								19.68	
PILOT TRAVEL CENTERS									
99									
6750-36785	CDC HEARIN REFUND APP 6750			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$157.25	0
								157.25	
QUADIENT FINANCE USA, INC.									
1783									
N18102961 0320-01	LEASE N18102961 - COVERAGE 03	CAROL STREA	20201356	06/13/2020	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$967.86	9006025

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N18102961 0620-01	LEASE N18102961 - COVERAGE 06/	CAROL STREAI	20201356	06/14/2020	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$475.68	9006025
								1,443.54	
RAMALLAH SCHOOL CULTURAL CEN'									
99									
7814-40926	CDC HEARIN REFUND APP 7814			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$218.00	0
								218.00	
RAY O'HERRON CO, INC.									
11033									
2024769-IN	2 NEW POLICE SIRENS-INV #20247	DANVILLE	20201263	05/28/2020	31580490-595000	PD	CAPITAL OUTLAY-FLEET	\$670.68	0
								670.68	
RICKER, JAMES T									
99									
6959-309238	CDC HEARIN REFUND APP 6959			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$222.50	0
								222.50	
RICMAR INDUSTRIES, INC.									
933									
5045983	INV# 5045983 HAND SANITIZER	WOODRIGE	20201386	05/30/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$505.89	0
								505.89	
RITEWAY PEST CONTROL, INC.									
1416									
281347	BLANKET PO PEST CONTROL SER'	ELMHURST	20200103	05/31/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
281348	PEST MANAGEMENT-MAY20-INV #2	ELMHURST	20201258	05/31/2020	11040110-542110	PD	R&M BUILDING	\$125.00	0
281349	BLANKET PO PEST CONTROL SER'	ELMHURST	20200103	05/31/2020	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
								475.00	
ROCK VALLEY PUBLISHING, LLC									
6022									
05022020	FINANCE CHARGE ACCT# 15251	MACHESNEY P	20201324	06/01/2020	11020170-576010	PW	ECONOMIC DEVELOPMENT INITIA	\$5.13	0
370007	ROCK VALLEY PUBLISHING AD INV	MACHESNEY P	20201208	04/18/2020	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$105.75	0
370008	ROCK VALLEY PUBLISHING AD INV	MACHESNEY P	20201208	04/18/2020	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$38.25	0
370009	ROCK VALLEY PUBLISHING AD INV	MACHESNEY P	20201208	04/18/2020	11020170-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$112.50	0
								261.63	
ROESCH FORD									
486									
FOCS159772	CHECK CHARGING SYSTEM-SQ #3	BENSENVILLE	20201255	05/23/2020	11040110-542410	PD	R&M VEHICLES	\$100.00	0
								100.00	
RON CLESEN'S ORNAMENTAL PLANT									
1426									
1750092	INV# 59289 SPRING ANNUALS	MAPLE PARK	20201389	06/05/2020	11050430-542811	PW	R&M ROW	\$1,159.00	0

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RUSSO POWER EQUIPMENT								1,159.00	
8166									
SPI10207840	INV# SPI10207840 SWITCH SHAFT	SCHILLER PAR	20201331	06/03/2020	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$15.98	0
								15.98	
SAFEBUILT ILLINOIS, LLC.									
1212									
0066391-IN	SAFEBUILT INSPECTION SERVICE	LOVELAND	20201241	03/30/2020	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,400.00	0
0068264-IN	SAFEBUILT SERVICES APRIL 2020	LOVELAND	20201408	05/30/2020	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,980.00	0
0068265-IN	SAFEBUILT SERVICES APRIL 2020	LOVELAND	20201408	05/30/2020	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,979.38	0
02292020BENSNI	SAFEBUILT INSPECTION SERVICE	LOVELAND	20201241	03/31/2020	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,143.75	0
03312020BENSNI	SAFEBUILT INSPECTION SERVICE	LOVELAND	20201241	04/30/2020	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,540.00	0
								11,043.13	
SAFETY-KLEEN SYSTEMS, INC									
906									
82799989-2001687	INV# 82799989-2001687379 MDL 3	RICHARDSON	20201299	06/03/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$266.59	0
								266.59	
SCHROEDER ASPHALT SERVICES, INC									
1651									
2020-125	R-16-20 STREET IMPROVEMENT P	HUNTLEY	20200606	06/11/2020	31080810-596000	PW	CAPITAL CONSTRUCTION	\$291,421.80	0
								291,421.80	
SIRCHIE FINGER PRINT LABORATORY									
4391									
0443797-IN	2 PACKS ANTIBACTERIAL WIPES-II	YOUNGSVILLE	20201259	05/30/2020	11020190-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$13.70	0
								13.70	
SMITH & LOVELESS, INC.									
920									
143907	PARTS	LENEXA	20201397	05/06/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$94.14	0
								94.14	
STANDARD EQUIPMENT CO.									
4236									
P21546	INV# P21546 - 279 RH SD SHOW R	CHICAGO	20201322	05/29/2020	11050420-542410	PW	R & M VEHICLES	\$875.42	0
								875.42	
STATE DISBURSEMENT UNIT									
13020									
05012020	CHILD SUPPORT PR WH 5/1/2020	CAROL STREAI	20201190	05/31/2020	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9006007
05152020	CHILD SUPPORT DEDUCTION FOR	CAROL STREAI	20201363	06/14/2020	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$1,032.74	9006020
								2,065.48	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
STEINER ELECTRIC COMPANY									
3778									
S006594809.001	INV# S006594809.001 - BOCCE CO	CHICAGO	20201321	04/08/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$1,286.93	0
S006596220.001	INV# S006596220.001 - BOCCE CO	CHICAGO	20201234	04/09/2020	31080800-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$197.76	0
								1,484.69	
SUMMERS, EVAN K. (E)									
1266									
05182020	FACEBOOK AD FOR ESSENTIAL CH	BENSENVILLE	20201352	06/17/2020	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$20.00	0
								20.00	
SWALLOW CONSTRUCTION CORPOR									
1782									
EST 1	R-34-20 2020 VILLAGE WATERMAI	DOWNERS GR	20200915	06/11/2020	51080860-596000	PW	CAPITAL CONSTRUCTION	\$610,502.40	0
								610,502.40	
TEKLAB, INC.									
1457									
243550	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$613.86	0
243552	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$1,053.60	0
243554	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$516.12	0
243556	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$613.86	0
243557	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
243558	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
243559	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$804.81	0
243560	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$873.54	0
243561	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$81.44	0
243562	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050577-543510	PW	LABORATORY TESTING	\$204.62	0
243563	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/07/2020	51050570-543510	PW	LABORATORY TESTING	\$2,475.94	0
243841	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/14/2020	51050577-543510	PW	LABORATORY TESTING	\$580.29	0
243844	R-144-19 WW SAMPLING & ANALYS	COLLINSVILLE	20200049	06/14/2020	51050577-543510	PW	LABORATORY TESTING	\$669.85	0
								8,650.81	
TERRACE SUPPLY COMPANY									
3012									
01010829	MONTHLY CYLINDER RENTAL - WE	ITASCA	20200395	05/30/2020	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$20.90	0
01010829	MONTHLY CYLINDER RENTAL - WE	ITASCA	20200395	05/30/2020	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$20.90	0
01010829	MONTHLY CYLINDER RENTAL - WE	ITASCA	20200395	05/30/2020	51050560-548110	PW	RENTAL & LEASE PURCHASE	\$20.90	0
								62.70	
THE BANK OF NEW YORK MELLON									
9765									
252-2282909	ADMIN FEE FOR SERIES 2012A	DALLAS	20201254	05/21/2020	41090920-717100	FN	FISCAL AGENT'S FEES	\$400.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
252-2282910	ADMIN FEE FOR SERIES 2012B	DALLAS	20201254	05/21/2020	37390920-717100	FN	DEBT SERVICE - FEES	\$400.00	0
252-2282911	ADMIN FEE FOR SERIES 2012C	DALLAS	20201254	05/21/2020	41090920-717100	FN	FISCAL AGENT'S FEES	\$400.00	0
								1,200.00	
THIRD MILLENNIUM ASSOCIATES INC									
525									
24743	UB RENDERING 05/06/2020	WARRENVILLE	20201381	06/07/2020	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,040.98	0
24743	UB RENDERING 05/06/2020	WARRENVILLE	20201381	06/07/2020	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$1,164.29	0
								2,205.27	
THOMSON REUTERS - WEST									
8192									
842271576	MONTHLY "CLEAR" FEE-INV #84227	CAROL STREAM	20201284	05/30/2020	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$592.25	0
								592.25	
TOMASZ BIS									
9									
T BIS 2020	WAHOO SWIM TEAM VOLUNTEER I			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
TOSCAS LAW GROUP LLC									
1649									
050820RLM 051520	050820 & 051520 - RED LIGHT VIOL	PALOS HEIGHT	20201403	06/17/2020	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$300.00	0
								300.00	
TRAFFIC CONTROL & PROTECTION									
5662									
103483	INV# 103483 3/8" ALUMINUM DRIV	BARTLETT	20201393	03/28/2020	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$200.00	0
								200.00	
TREASURY DIRECT									
11906									
05012020	SAVINGS BONDS PR WH 5/1/2020		20201186	05/31/2020	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9006006
05152020	SAVINGS BOND PAYMENTS FOR P		20201361	06/14/2020	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BO	\$25.00	9006022
								50.00	
TRISA LEE									
9									
T LEE 2020	WAHOO SWIM TEAM VOLUNTEER I			06/19/2020	11000000-237695	FN	WAHOO SWIM TEAM	\$50.00	0
								50.00	
TWIST OFFICE PRODUCTS									
4541									
903212-0	TWIST OFFICE PRODUCTS	WOOD DALE	20201265	04/12/2020	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$73.54	0
								73.54	

FOR CHECKS DATED: 5/26/2020

CHECK AMOUNT	W/T/MANUAL CHECK #
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
U.S. UPFITTERS / INLAD									
1483									
78851	INV# 78851 6 LED HIDE A LED, A	LOMBARD	20201304	05/17/2020	11050110-542410	PW	R&M VEHICLES	\$113.20	0
								113.20	
UKRAINIAN ORTHODOX CHURCH									
99									
7034-24108	CDC HEARIN REFUND APP 7034			05/18/2020	11000000-226110	FN	DEPOSITS-CDC-PUBLIC HEARING	\$220.25	0
								220.25	
ULINE									
11277									
119645782	DOORKNOB BAGS	CHICAGO	20201336	06/04/2020	51050110-551110	PW	MATERIAL/SUPPLIES	\$50.32	0
								50.32	
UMB BANK, F/B/O PLANMEMBER									
1346									
05012020	PLAN MEMBER PR WH 5/1/2020	SHAWNEE MIS:	20201172	05/31/2020	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9006003
05152020	ICMA WH FOR PR PERIOD 5/15/202	SHAWNEE MIS:	20201353	06/14/2020	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMB	\$1,000.00	9006027
								2,000.00	
USABBLUEBOOK									
6491									
209364	INV# 209364 DRIERITE ANHYDROU	GURNEE	20201325	05/16/2020	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$704.69	0
210727	INV# 209364 DRIERITE ANHYDROU	GURNEE	20201325	05/17/2020	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$252.31	0
								957.00	
VERIZON WIRELESS									
11240									
442003865-00001-C	SERVICE 3/24-4/23/2020	LEHIGH VALLE'	20201379	05/23/2020	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$4,483.86	0
585520014-00001-C	SERVICE 3/20-4/19/2020	LEHIGH VALLE'	20201283	05/19/2020	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$539.15	0
								5,023.01	
VERMEER-ILLINOIS, INC									
3028									
PE8894	INV# PE8894 - 911 PRE-CLEANER	AURORA	20201391	06/05/2020	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$125.38	0
								125.38	
VILLAGE OF BENSENVILLE									
3100									
05012020	POLICE PENSION PR WH 5/1/2020		20201279	05/31/2020	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,817.25	9006014
05152020	POLICE PENSION P/R W/H FOR P/F		20201367	06/14/2020	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$12,817.25	9006016
								25,634.50	
WAREHOUSE DIRECT, INC.									
1077									

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
4653446-0	SOCIAL DISTANCING FLOOR DECA	DES PLAINES	20201197	06/12/2020	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$319.80	0
4654134-0	OFFICE SUPPLIES-INV #4654134-0	DES PLAINES	20201256	05/29/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$46.60	0
4655462-0	OFFICE SUPPLIES-INV #4655462-0	DES PLAINES	20201257	05/30/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$74.32	0
4656202-0	STORAGE BOXES	DES PLAINES	20201388	05/31/2020	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$35.04	0
4657302-0	STORAGE BOXES	DES PLAINES	20201388	06/03/2020	11070760-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$61.31	0
4658370-0	OFFICE SUPPLIES-INV #4658370-0	DES PLAINES	20201268	06/04/2020	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$42.25	0
4663845-0	JANITORIAL/OFFICE SUPPLIES	DES PLAINES	20201300	06/11/2020	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$14.82	0
4663845-0	JANITORIAL/OFFICE SUPPLIES	DES PLAINES	20201300	06/11/2020	51050110-551110	PW	MATERIAL/SUPPLIES	\$19.97	0
4664226-0	JANITORIAL/OFFICE SUPPLIES	DES PLAINES	20201300	06/11/2020	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$46.74	0
4667500-0	JACKET, FILE, LTR, STR, 2"EXP	DES PLAINES	20201349	06/14/2020	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$20.33	0
4667838-0	OFFICE SUPPLIES	DES PLAINES	20201350	06/14/2020	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$22.73	0
4667838-0	OFFICE SUPPLIES	DES PLAINES	20201350	06/14/2020	51050110-551110	PW	MATERIAL/SUPPLIES	\$58.88	0
								762.79	

WISCONSIN DEPARTMENT OF REVENUE 1529

05012020	WISC STATE PR TAX 5/1/2020	MADISON	20201173	05/31/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$287.42	9006002
05152020	IL STATE TAX WH FOR PR PERIOD	MADISON	20201354	06/14/2020	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$287.42	9006026
								574.84	

ZIEBELL WATER SERVICE 3045

249652-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/24/2020	51050540-552520	PW	WATER MAIN PARTS	\$357.71	0
249653-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/24/2020	51050540-552520	PW	WATER MAIN PARTS	\$444.15	0
249654-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/24/2020	51050540-552520	PW	WATER MAIN PARTS	\$112.00	0
249699-000	R-9-20 APPROVED VENDERS LIST	ELK GROVE VII	20200449	05/24/2020	51050540-552520	PW	WATER MAIN PARTS	\$112.00	0
								1,025.86	

CHECK TOTAL: **1,141,797.01**

WIRE/MANUAL TOTAL: **682,098.22**

EXPENDITURE TOTAL: **1,823,895.23**

TYPE:Ordinance**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**May 26, 2020**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving and Supporting a State of Emergency to Protect the Public Health, Safety and Welfare and Provide Relief to the Residents and Business Community

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

N/A

DATE:**BACKGROUND:**

Due to the COVID-19 Pandemic, an Emergency Declarations and certain Executive Orders were approved for the public health and safety of our residents and business community along in addition to providing financial and emotional relief.

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

Ordinance

5/21/2020

Cover Memo

Exhibit A

5/21/2020

Cover Memo

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS APPROVING AND SUPPORTING A STATE OF EMERGENCY
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE AND PROVIDE
RELIEF TO THE RESIDENTS AND BUSINESS COMMUNITY**

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

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety and welfare of the residents of the Village; and

WHEREAS, COVID-19, also known as the "coronavirus," is a dangerous disease which has spread around the world, including in the United States, the State of Illinois, DuPage County and Village of Bensenville; and

WHEREAS, COVID-19 is a direct and serious threat to the public's health, safety and welfare; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020 due to the COVID-19 disease outbreak; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 disease outbreak a worldwide global pandemic; and

WHEREAS, the President of the United States of America declared a national state of emergency on March 13, 2020; and

WHEREAS, the DuPage County Board Chairman issued a disaster proclamation on March 16, 2020; and

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10, a "Stay at Home" order, allowing only "essential businesses" to operate and limiting the movement of persons in Illinois in order to slow the spread of COVID-19, which has a significant and material impact on Village residents and businesses; and

WHEREAS, on March 24, 2020, the Village President declared a state of emergency in the Village; and

WHEREAS, on April 1, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on April 1, 2020, the Governor of the State of Illinois issued Executive Order 2020-18, extending the "Stay at Home" order through April 30, 2020; and

WHEREAS, on April 14, 2020, the Village President issued a second declaration of the state of emergency in the Village; and

WHEREAS, on April 28, 2020, the Village President issued a third declaration of the state of emergency in the Village; and

WHEREAS, on April 30, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days; and

WHEREAS, on April 30, 2020, the Governor of the State of Illinois issued Executive Order 2020-32, to amend and extend the "Stay at Home" order through May 30, 2020; and

WHEREAS, on May 12, 2020, the Village President issued a fourth declaration of the state of emergency in the Village; and

WHEREAS, the March 24, 2020, April 14, 2020, April 28, 2020 and May 12, 2020, declarations were made pursuant to authority granted to the Village President in Chapter Two of Title Four of the Bensenville Village Code, entitled "Emergencies" and pursuant to Section 5/11-1-6 of the Illinois Municipal Code and Section 3305/11 of the Illinois Emergency Management Agency Act; and

WHEREAS, the current declaration will expire upon adjournment of the regular meeting of the Village Board of Trustees of the Village of Bensenville, Illinois, on May 26, 2020; and

WHEREAS, based on the gubernatorial disaster proclamations as well as Executive Order 2020-10, Executive Order 2020-18 and Executive Order 2020-32 of the Governor of the State of Illinois, the Corporate Authorities hereby find that the forth declaration continuing the state of emergency in the Village on May 12, 2020 was in the best interest of the health, safety and welfare of the residents of the Village; and

WHEREAS, the COVID-19 virus is still causing or anticipated to cause widespread impacts on the health of members of the community; and

WHEREAS, until expiration of the current gubernatorial disaster proclamation or unless sooner terminated by the Village President indicating that the emergency no longer exists in the Village, whichever occurs first, the Corporate Authorities support and approve any intent of the Village President to issue a fifth declaration of a state of emergency in the Village to ensure vital emergency services and functions continue to operate and provide needed relief to the residents and businesses of the Village.

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

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

Section 2. The Corporate Authorities find and determine that this Ordinance is necessary, desirable and in the best interest of the health, safety and welfare of the residents of the Village of Bensenville.

Section 3. The Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois issued by the Village President on May 12, 2020, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby ratified and approved.

Section 4. Any Declaration of a State of Emergency Village of Bensenville, DuPage and Cook Counties, Illinois that may be issued if determined necessary by the Village President after May 26, 2020 to continue the state of emergency in the Village is hereby supported.

Section 5. The officials, officers, attorneys and consultants of the Village are hereby authorized to undertake actions on the part of the Village as contained in and pursuant to a Declaration of a State of Emergency issued by the Village President to complete satisfaction of the provisions, terms or conditions stated therein.

Section 6. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 7. The findings and recitals herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

Section 8. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 9. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of May 2020, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

May 12, 2020 Declaration

CW

Declaration of State of Emergency

Village of Bensenville, DuPage and Cook Counties, Illinois

Pursuant to the authority vested in the office of the Village President by the Illinois Municipal Code, 65 ILCS 5/11-1-6; the Illinois Emergency Management Agency Act, 20 ILCS 3305/11; and Chapter Two of Title Four of the Bensenville Village Code of the Village of Bensenville, DuPage and Cook Counties, Illinois, I, Frank DeSimone, the Village President of the Village of Bensenville, do hereby declare that a State of Emergency continues to exist as of this date, May 12, 2020, and shall continue until such time as provided by Chapter Two of Title Four of the Bensenville Village Code.

On March 9, 2020, the Governor of the State of Illinois declared a state of emergency. On March 11, 2020, the World Health Organization declared the Coronavirus Disease 2019 (COVID-19) outbreak a pandemic. On March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10, a "Stay at Home" order to slow the spread of COVID-19. On April 1, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days. On April 1, 2020, the Governor of the State of Illinois issued Executive Order 2020-18 to extend the "Stay at Home" order through April 30, 2020. On April 30, 2020, the Governor of the State of Illinois extended the disaster proclamation for an additional thirty (30) days. On April 30, 2020, the Governor of the State of Illinois issued Executive Order 2020-32 to amend and extend the "Stay at Home" order through May 30, 2020.

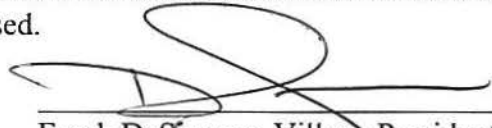
The nature of the emergency is the COVID-19 outbreak.

During the existence of the State of Emergency, the Village President shall execute such authority as provided under the Illinois Municipal Code, the Illinois Emergency Management Agency Act and Chapter Two of Title Four of the Bensenville Village Code.

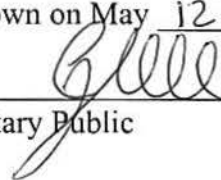
This Declaration of State of Emergency shall be filed with the Village Clerk as soon as practicable.

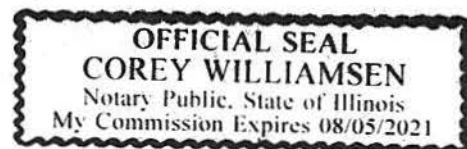
State of Illinois)
County of DuPage) SS

I, Frank DeSimone, Village President of the Village of Bensenville, DuPage and Cook Counties, Illinois, being first duly sworn upon oath, signed and executed this Declaration of State of Emergency, and state that I signed willingly, and that I executed said Declaration as my free and voluntary act for the purposes therein expressed.


Frank DeSimone, Village President

Subscribed and sworn to (or affirmed) before me
by Frank DeSimone, who is to me personally
known on May 12, 2020.


Notary Public



(SEAL)

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.26.20**DESCRIPTION:**

Ordinance Denying Variation Requests for Monument Sign Area and Height, and Approving a Variation to Allow an EMC Sign at 1201-1221 W. Irving Park Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Financially Sound Village

Quality Customer Oriented Services

Safe and Beautiful Village

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

Enrich the lives of Residents

Major Business/Corporate Center

Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Petitioner is requesting three Variations to erect a 12' high and 75 sq. ft. monument sign with an electronic message center component.

KEY ISSUES:

1. The sign will be replacing an existing 11' monument sign in the same location.
2. Village Zoning Ordinance allows monument signs to have a maximum height of 8 feet, a maximum area of 50 square feet, and requires that electronic message center signs shall not be located within one mile of the property line of a lot containing an existing EMC sign.

ALTERNATIVES:

1. Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Denial of the Findings of Facts as they pertain to the first request and therefore the Denial of the Variation for Monument Sign Area.
2. Staff recommends the Denial of the Findings of Facts as they pertain to the second request and therefore the Denial of the Variation for Monument Sign Height.
3. Staff recommends the Approval of the Findings of Fact as they pertain to the third request and therefore the Approval of the Variation for an Electronic Message Sign at 1201-1221 W. Irving Park Road with the following conditions:
 1. Proposed monument sign shall be erected in the same location as the existing monument sign;
 2. Applicant shall submit complete construction plans, including structural and electrical plans, when applying for the permit;
 3. The electronic message sign shall not occupy more than 50% of the total sign area of the monument sign on which it is displayed;
 4. All other features of the EMC shall be in compliance with Village Zoning Ordinance, particularly § 10-10-4.D (Illumination):
 1. Internally illuminated electronic message signs are allowed only in accordance with § 10-10-2.D (Illumination).
 2. Electronic message signs are allowed to change their message once every 10 seconds, and the transitions between messages shall be instantaneous.
 3. Electronic message signs shall display static messages that do not contain a light source that flashes, blinks, strobos, travels, chases, rotates, or changes in intensity, brightness, or color.
 4. Electronic message signs shall be designed to default to a static display in the event of mechanical failure.
 5. Temporary signs shall no longer be allowed at this property;

6. The area surrounding the base of the monument sign shall be landscaped. The landscape area shall extend a minimum of three feet in width on all sides of the sign base and consist of shrubs, perennials, and/or other vegetative groundcover. A landscape plan shall be submitted as part of any sign permit application (see § 10-3-9 (Sign Permit)), and approved by the Zoning Administrator; and
7. Series lighting and illuminated tubing shall be removed from all tenant windows.
4. At their 05.05.20 Public Hearing, the Community Development Commission voted 0-4 for a Motion to recommend denial of the requested Variations for Monument Sign Area and Height, and voted 4-0 for a Motion to recommend approval of the requested Variation for an EMC sign.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance denying Variation requests for monument sign area and height, and approving a Variation to allow an EMC sign at 1201-1221 W. Irving Park Road.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	5/19/2020	Ordinance
Case Coverpage	5/19/2020	Cover Memo
Aerial & Zoning Maps	5/19/2020	Backup Material
Application	5/19/2020	Backup Material
Staff Report	5/19/2020	Backup Material
Plat of Survey	5/19/2020	Backup Material
Sign Plans	5/19/2020	Backup Material

ORDINANCE # _____

**AN ORDINANCE DENYING VARIATION REQUESTS FOR MONUMENT SIGN AREA
AND HEIGHT, AND APPROVING A VARIATION TO ALLOW AN ELECTRONIC
MESSAGE CENTER SIGN FOR THE PROPERTY LOCATED AT
AT 1201-1221 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Rick Heidner of Heidner Properties (“Owner”) and Mike Burcker of Signarama (“Applicant”) filed an application for Variation, Monument Sign Area, Municipal Code Section 10 – 10 – 5 – 8.C of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”); and Variation, Monument Sign Height, Municipal Code Section 10 – 10 – 5 – 8.C of the Village of Bensenville Zoning Ordinance; and Variation, Electronic Message Center Sign Location, Municipal Code Section 10 – 10 – 5 – 4.a.3 of the Village of Bensenville Zoning Ordinance for the property located at 1201-1221 West Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Variations sought by the Applicant was published in the Bensenville Independent on Thursday, March 19, 2020 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on May 5, 2020 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission disagreed with the findings of fact submitted by Applicant, recommending approval of the Variations for Monument Sign Area and Height and, thereafter, voted unanimously (0-4) to recommend denial of the Variations for Monument Sign Area and Height and forwarded its recommendations, including the Staff Report and findings relative to the Variations to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by Applicant recommending approval of the Variation

for Electronic Message Center Sign and, thereafter, voted unanimously (4-0) to recommend approval of the Variation with conditions and forwarded its recommendations, including the Staff Report and findings relative to the Variation to the President and Board of Village Trustees, which concurred in the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that denial of the requested Variations for Monument Sign Area and Height as recommended by the Community Development Commission to deny the Variations is consistent with the Zoning Ordinance; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variation for Electronic Message Center Sign as recommended by the Community Development Commission to allow the Variation is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Staff Report and Recommendations of the Variations for Monument Sign Area and Height sought, as allowed by the Zoning Ordinance, Section 10 – 10 – 5 – 8.C, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variations for Monument Sign Area and Height are not proper and necessary.

SECTION THREE: That the Staff Report and Recommendations of the Variation for Electronic Message Center Sign sought, as allowed by the Zoning Ordinance, Section 10 – 10 – 5 – 4.a.3, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variation for Electronic Message Center Sign is proper and necessary.

SECTION FOUR: That the Variation for Monument Sign Area as sought by the Applicant of the Subject Property is hereby denied.

SECTION FIVE: That the Variation for Monument Sign Height as sought by the Applicant of the Subject Property is hereby denied.

SECTION SIX: That the Variation for Electronic Message Center Sign sought by the Applicant of the Subject Property is hereby approved with the following conditions:

1. Proposed monument sign shall be erected in the same location as the existing monument sign;
2. Applicant shall submit complete construction plans, including structural and electrical plans, when applying for the permit;
3. The electronic message sign shall not occupy more than 50% of the total sign area of the monument sign on which it is displayed;
4. All other features of the EMC shall be in compliance with Village Zoning Ordinance, particularly § 10-10-4.D (Illumination):
 - a. Internally illuminated electronic message signs are allowed only in accordance with § 10-10-2.D (Illumination).
 - b. Electronic message signs are allowed to change their message once every 10 seconds, and the transitions between messages shall be instantaneous.
 - c. Electronic message signs shall display static messages that do not contain a light source that flashes, blinks, strobes, travels, chases, rotates, or changes in intensity, brightness, or color.
 - d. Electronic message signs shall be designed to default to a static display in the event of mechanical failure.
5. Temporary signs shall no longer be allowed at this property;
6. The area surrounding the base of the monument sign shall be landscaped. The landscape area shall extend a minimum of three feet in width on all sides of the sign base and consist of shrubs, perennials, and/or other vegetative groundcover. A landscape plan shall be submitted as part of any sign permit application (see § 10-3-9 (Sign Permit)), and approved by the Zoning Administrator; And
7. Series lighting and illuminated tubing shall be removed from tenant windows.

SECTION SEVEN: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Variation for Electronic Message Center Sign granted herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of May 2020.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2020
Exhibit "A"

The Legal Description is as follows:

PARCEL 1:

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 (EXCEPT THAT PART OF SAID LOT 18 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREE 50 MINUTES 22 SECONDS EAST ALONG THE WEST LINE OF LOT 18, A DISTANCE OF 18 FEET, THENCE SOUTH 43 DEGREES 16 MINUTES 46 SECONDS EAST A DISTANCE OF 25.40 FEET TO A POINT ON THE SOUTH LINE OF LOT 18; THENCE NORTH 88 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF LOT 18; THENCE NORTH 88 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF LOT 18, A DISTANCE OF 18 FEET TO THE PLACE OF BEGINNING) ALL IN BLOCK 34 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15 TOWNSHIP 40 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH ½ OF VACATED ALLEY LYING NORT OF AND ADJOINING LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 34 IN FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 1201-1221 W. IRVING PARK ROAD, BENSENVILLE, IL 60106.

Ordinance # ____ - 2020
Exhibit “B”
Findings of Fact

Ms. Fawell reviewed the Findings of Fact as presented in the Staff Report consisting of:

- 1) **Special Circumstances:** Special circumstances, fully described in the written findings, exist that are peculiar to the property for which the Variation is sought and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent in nature as to make it reasonably practical to provide a general amendment to this Ordinance to cover them.

Applicant’s Response: This variance will not have an adverse effect on adjacent property, the character of the area, general welfare, public health or safety. This sign is to be constructed at the same location of the current monument sign and is intended to upgrade the character of the area using modern stone and brickwork to surround the sign which will also match the facade of the soon to be upgraded property. This does not generally apply to the other properties as they are not planning on fully upgrading the facade of the entire property. We are looking for an entire facelift to greatly enhance the appearance of the property as a whole. As for safety, although this EMC has been designed to adjust to a high brightness in the event of the sun potentially washing out the messages, it also has an automatic dimmer. The EMC will automatically dim accordingly as day turns to night to provide a lower lit readable message, yet still remaining a non distraction and a safety to drivers.

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

Applicant’s Response: This variance and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance. This proposed construction is intended to actually enhance the scenic feature of this location by using natural looking stone and eliminating the non natural aspect of the current monument sign. Not only will the new construction enhance the scenic aspect, it will remain the same size as the current outdated signage. It would not seem practical to enhance the entire property while restructuring a new sign to be smaller than it currently is. We plan on keeping this sign the same size and dimensions that it is now.

- 3) **Circumstances Relate to Property:** The special circumstances and

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

Applicant's Response: This proposed use and development will be constructed and operated as to not dominate the immediate vicinity or neighboring property, but along those lines this will directly relate to the physical character of the upgraded building. It will reflect the modern aspect of what we are trying to achieve across the entire property. The EMC proposed is frame less and streamlined in its construction with edge to edge advertising and will enhance the businesses and tenants that reside within the building. We do hope and anticipate this EMC to draw up more business and taxable revenues for the current tenants. None of which are in direct interest of the property itself. It will advertise in such ways as the previously mentioned locations. The clarity of our proposed EMC will have an even more crisp image than these other locations due to constructing the highest pitch available in the industry, providing a very clean professional look.

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

Applicant's Response: This application is being submitted and created by members that have no personal business, financial circumstances or any interest in this property.

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

Applicant's Response: variance is necessary to enjoy substantial property right possessed by other properties and it will also be within if not exceeding the quality of other digital signage in the immediate area such as the monument at Asti Deli at 1410 Irving Park Rd, and O'Hare Auto Body at 1316 Irving Park Rd.

Although this sign would be approved at the 8ft height, we feel that the 12ft height is appropriate and sufficient enough for a visually pleasing EMC in regards to this specific location. Other properties have the same right to request a sign of these dimensions given that they also enhance the overall beauty and curb appeal of their property and building facade.

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

Applicant's Response: Without this variance, we do not believe this property will have the greatest potential of economic return due to the idea of "cutting corners" by putting so much enhancement into the building and potentially falling short on the impact of the sign to advertise for its tenants. Having that extra impact, we will be able to fully advertise the technology that in the event of an emergency of weather, Amber Alert or such public announcements, it can be imported to the digital screen immediately addressing to the public notifying such events as they occur. A taller sign can mean more visibility at a distance not only for advertising, but for emergency purposes.

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

Applicant's Response: The proposed use and development complies with all additional standards imposed on it by the provision of this Code authorizing such use such as having the proper lighting and UL listing, time intervals between message changes and keeping a clean professional standard of advertising for not only the current tenants, but for the property itself. This variance and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. This will not hinder any environmental quality and will enhance property values.

- 8) **Consistent with Title and Plan:** The granting of a Variation will be in harmony with the general purpose and intent of this Ordinance and of the General Development Plan and other applicable adopted plans of the Village of Bensenville, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially

invalidate or nullify any part thereof.

Applicant's Response: Granting of the variance will be in harmony with the general purpose of this ordinance by the reasons mentioned above not only for property improvement, tenant business improvement, appearance improvement, but also will be in line with other monument signs in the area with the main purpose of enhancing business, taxable dollars and overall beautification and impact.

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

Applicant's Response: The variance approved would be the minimum required to provide the applicant with relief from undue hardship of the property. By allowing the extra height of the sign and having it be in close proximity to others, we believe these are minimal criteria for allowance. Not allowing this will lead us to remove the current steel posts and reinstall new ones at a lower height which will incur more labor and material costs as opposed to using the current approved posts from the original sign.

Public Comment:

Chairman Rowe asked if there was any Public Comment regarding the matter at hand. There was none.

Ms. Fawell stated Staff recommends the Denial of the above Findings of Facts as they pertain to the first request and therefore the Denial of the Variation for Monument Sign Area.

Ms. Fawell stated Staff recommends the Denial of the above Findings of Facts as they pertain to the second request and therefore the Denial of the Variation for Monument Sign Height.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation for an Electronic Message Sign at 1201-1221 W. Irving Park Road with the following conditions:

- 1) Proposed monument sign shall be erected in the same location as the existing monument sign;
- 2) Applicant shall submit complete construction plans, including structural and electrical plans, when applying for the permit;
- 3) The electronic message sign shall not occupy more than 50% of the total sign area of the monument sign on which it is displayed;

- 4) All other features of the EMC shall be in compliance with Village Zoning Ordinance, particularly § 10-10-4.D (Illumination):
 - a. Internally illuminated electronic message signs are allowed only in accordance with § 10-10-2.D (Illumination).
 - b. Electronic message signs are allowed to change their message once every 10 seconds, and the transitions between messages shall be instantaneous.
 - c. Electronic message signs shall display static messages that do not contain a light source that flashes, blinks, strobes, travels, chases, rotates, or changes in intensity, brightness, or color.
 - d. Electronic message signs shall be designed to default to a static display in the event of mechanical failure.
- 5) Temporary signs shall no longer be allowed at this property;
- 6) The area surrounding the base of the monument sign shall be landscaped. The landscape area shall extend a minimum of three feet in width on all sides of the sign base and consist of shrubs, perennials, and/or other vegetative groundcover. A landscape plan shall be submitted as part of any sign permit application (see § 10-3-9 (Sign Permit)), and approved by the Zoning Administrator; And
- 7) Series lighting and illuminated tubing shall be removed from tenant windows.

Commissioner King raised concern with the brightness of the sign during the night. Mr. Burcker stated the proposed sign has an auto dimming feature that adjust to the light outside and can be lowered to 20% during the evening.

Motion: Commissioner King made a motion to close CDC Case No. 2020-01. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2020-01 at 6:45 p.m.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact and Variance Request for Monument Sign Size; Area. Commissioner Wasowicz seconded the motion. .

ROLL CALL: Ayes: None

Nays: Rowe, King, Marcotte, Wasowicz

Motion failed.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact and Variance Request for Monument Sign Size; Height. Commissioner Wasowicz seconded the motion. .

ROLL CALL: Ayes: None

Nays: Rowe, King, Marcotte, Wasowicz

Motion failed.

Motion: Commissioner Marcotte made a combined motion to approve the Findings of Fact and Variance; Electronic Message Center Sign. Commissioner King seconded the motion. .

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

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 05.05.20

CDC Case #2020 – 01

Mike Burcker

1201-1221 W. Irving Park Road

Variation, Monument Sign Size

Municipal Code Section 10 – 10 – 5 – 8.C

Variation, Electronic Message Center Sign Location

Municipal Code Section 10 – 10 – 5 – 4.a.3

1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans



CDC#2020-01

1201-1221 W. Irving Park Road

Mike Burcker

Variation; Monument Sign Size

Municipal Code Section 10 – 10 – 5 – 8.C

Variation; Electronic Message Center Sign Location

Municipal Code Section 10 – 10 – 5 – 4.a.3



Village of Bensenville

1201-1221 W Irving Park Road

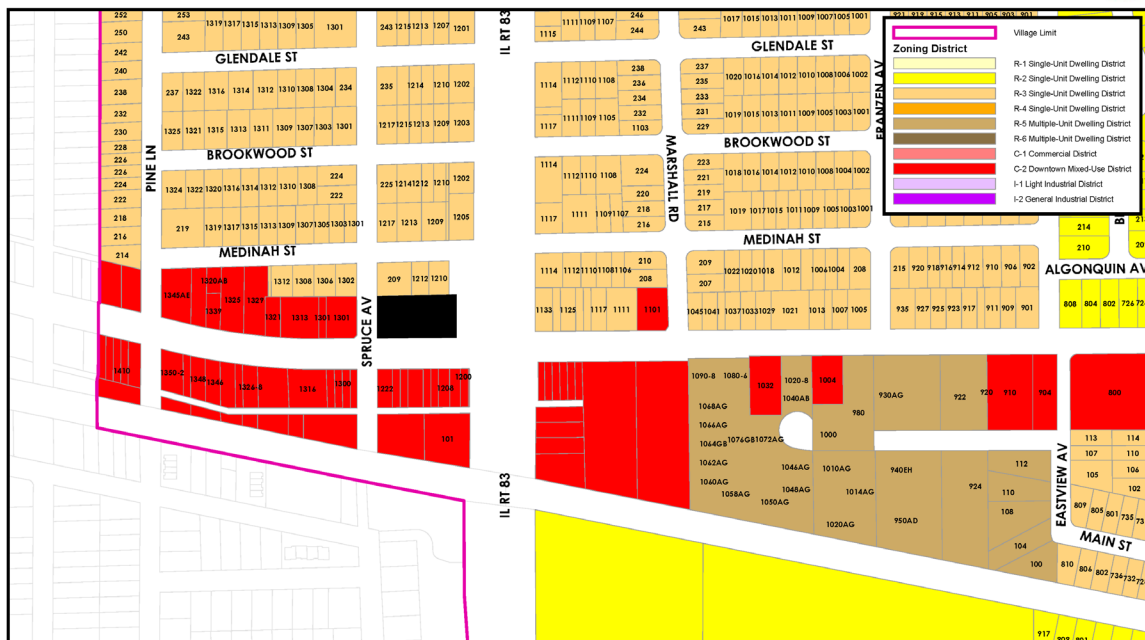


Date: 1/17/2020



Village of Bensenville

Zoning Map



Date: 1/17/2020

For Office Use Only

Date of Submission: 1/15/20 MUNIS Account #: 9787 CDC Case #: 2020-01

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1213 W. Irving Park Rd. 1201-1221 W. Irving Park Road

Property Index Number(s) (PIN): 03-15-231-027

A. PROPERTY OWNER:

Rick Heidner

Heidner Properties

Name

Corporation (if applicable)

399 Wall St Suite J

Street

Hoffmann Estates

IL

60192

City

State

Zip Code

Eric Grabowski

6308940099 eric@heidnerinc.com

Contact Person

Telephone Number & Email Address

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

B. APPLICANT: ☐ Check box if same as owner

Mike Burcker

Signarama

Name

Corporation (if applicable)

399 Wall St Suite J

Street

Glendale Heights

IL

60139

City

State

Zip Code

Mike Burcker

6303068896 mburcker@att.net

Contact Person

Telephone Number & Email Address

C. ACTION REQUESTED (Check applicable):

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

*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☐ Affidavit of Ownership** (signed/notarized)
- ☐ Application**
- ☐ Approval Criteria**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.

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

Looking for the approval to replace the current upper tenant panels with an EMC reaching 12ft tall. Overall size of EMC will be 8ft x 44in. Also, requesting approval to have a 2nd EMC installed within one mile of a property line of a lot containing an existing EMC.

D. PROJECT DATA:

1. General description of the site: Retain shopping center
2. Acreage of the site: less than 1 Building Size (if applicable): 10000sf
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	commercial	C-2 Commercial	Bensenville
North:	residential	R-3 Residential	
South:	Commercial	C-2 Commercial	
East:	Residential	R-3 Residential	
West:	commercial	C-2 Commercial	

E. APPROVAL CRITERIA:

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

STAFF REPORT

HEARING DATE: May 5, 2020
CASE #: 2020 – 01
PROPERTY: 1201-1221 W. Irving Park Road
PROPERTY OWNER: Heidner Properties
APPLICANT: Mike Burcker
SITE SIZE: 35,972 SF
BUILDING SIZE: 10,000 SF
PIN NUMBER: 03-15-231-027
ZONING: C-2 Commercial District
REQUEST: Variation, Monument Sign Size: Area
Municipal Code § 10 – 10 – 5 – 8.C
Variation, Monument Sign Size: Height
Municipal Code § 10 – 10 – 5 – 8.C
Variation, Monument Sign Size: Electronic Message Center Sign
Location
Municipal Code § 10 – 10 – 5 – 4.a.3

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, March 19, 2020. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday, March 20, 2020.
3. On Friday, March 20 2020, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is requesting three Variations to erect a 12' monument sign with an electronic message sign component at the multi-tenant commercial property, Plaza 83. The sign will be replacing an existing 11' monument sign in the same location. Village Zoning Ordinance only allows monument signs to have a maximum height of 8', a maximum area of 50 square feet, and requires that electronic message signs shall not be located within one mile of the property line of a lot containing an existing EMC sign.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	C – 2	Commercial	Commercial	Village of Bensenville
North	R – 3	Residential	Residential	Village of Bensenville
South	C – 2	Commercial	Commercial	Village of Bensenville
West	R – 3	Residential	Residential	Village of Bensenville
East	C – 2	Commercial	Commercial	Village of Bensenville

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

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

Finance:

- 1) Account up to date.

Police:

- 1) No objection.

Engineering and Public Works:

Public Works:

- 1) Concerns about light pollution. Must meet the standards in Municipal Code § 10 – 9 – 8: Outdoor Lighting.

Engineering:

- 1) As long as the proposed monument sign is the exact same size as the previous one and going in at the same exact location, there are no engineering concerns. Any shifting of the location and/or changes to the sign dimension can trigger comments such as sign triangle, utility conflicts, etc.

Community & Economic Development:

Fire Safety:

- 1) No comments.

Building:

- 1) Applicant will need to submit complete construction plans, including structural and electrical plans, for permitting.
- 2) We've had previous problems with a clothing and shoes drop-off box at the center. These are not allowed in the Village.
- 3) The applicant has indicated the parking will be sealed. The condition of the parking lot is approaching a point where a full rebuild should be considered.

Economic Development:

- 1) The EMC will allow business to advertise more messages within an existing sign area.
- 2) Could lead to increase in sales, providing more taxes to the Village.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
- 2) The current zoning is C-2 Commercial District.
- 3) Per § 10-10-4-A.3, electronic message signs shall not be located within one mile of the property line of a lot containing another electric message sign.
 - a. There is a number of signs located within one mile of the property in question, including one at 1316 W. Irving Park Road, O'Hare Auto Body, and at 1410 W. Irving Park Road, Asti Italian Deli.
- 4) In 2019, a Variation for electronic message sign location was granted to the BP gas station at 550 N. IL RT 83, which is also located within a mile of Plaza 83.
- 5) All other features of the EMC shall be in compliance with Village Zoning Ordinance, particularly § 10-10-4.D (Illumination):
 - a. Internally illuminated electronic message signs are allowed only in accordance with § 10-10-2.D (Illumination).
 - b. Electronic message signs are allowed to change their message once every 10 seconds, and the transitions between messages shall be instantaneous.
 - c. Electronic message signs shall display static messages that do not contain a light source that flashes, blinks, strobes, travels, chases, rotates, or changes in intensity, brightness, or color.
 - d. Electronic message signs shall be designed to default to a static display in the event of mechanical failure.
- 6) In previous approvals of EMC signs, code dictated that an EMC would replace the need for temporary signs and temporary signs were therefor no longer allowed. Although that language did not make it into the new code, staff still believes that should be a condition of approval.
- 7) Proposed monument sign plans indicate an area of approximately 75 square feet.
 - a. Per § 10-10-8.C, monument signs shall not exceed 50 square feet in area.
- 8) Per § 10-10-4.C, electronic message sign shall not occupy more than 50% of the total sign area of the marquee or monument sign on which it is displayed.
 - a. The proposed EMC comprises 39% of the proposed total sign area.
- 9) Proposed multi-tenant monument sign plans indicate a height of 11 feet, remaining the same height as the existing multi-tenant sign.
 - a. Per § 10-10-8.C, monument signs shall not exceed a height of 8 feet.
- 10) Per § 10-10-8.f, the area surrounding the base of all monument signs must be landscaped. The landscape area shall extend a minimum of three feet in width on all sides of the sign base and consist of shrubs, perennials, and/or other vegetative groundcover. A landscape plan shall be submitted as part of any sign permit application (see § 10-3-9 (Sign Permit)), and approved by the Zoning Administrator.

- 11) Some tenants in the center have been putting lighting around the windows of their storefront. This needs to be removed.
- 12) Staff has been communicating with the owner of the property regarding plans to update the building façade, parking lot design, and parking lot landscaping.
 - a. Upgrading the existing monument sign is an element of this property improvement plan.

APPROVAL CRITERIA FOR VARIATIONS:

- 1) **Special Circumstances:** Special circumstances, fully described in the written findings, exist that are peculiar to the property for which the Variation is sought and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent in nature as to make it reasonably practical to provide a general amendment to this Ordinance to cover them.

Applicant's Response: This variance will not have an adverse effect on adjacent property, the character of the area, general welfare, public health or safety. This sign is to be constructed at the same location of the current monument sign and is intended to upgrade the character of the area using modern stone and brickwork to surround the sign which will also match the facade of the soon to be upgraded property. This does not generally apply to the other properties as they are not planning on fully upgrading the facade of the entire property. We are looking for an entire facelift to greatly enhance the appearance of the property as a whole. As for safety, although this EMC has been designed to adjust to a high brightness in the event of the sun potentially washing out the messages, it also has an automatic dimmer. The EMC will automatically dim accordingly as day turns to night to provide a lower lit readable message, yet still remaining a non distraction and a safety to drivers.

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

Applicant's Response: This variance and development will not result in the destruction, loss or damage of natural, scenic or historic feature of significant importance. This proposed construction is intended to actually enhance the scenic feature of this location by using natural looking stone and eliminating the non natural aspect of the current monument sign. Not only will the new construction enhance the scenic aspect, it will remain the same size as the current outdated signage. It would not seem practical to enhance the entire property while restructuring a new sign to be smaller than it currently is. We plan on keeping this sign the same size and dimensions that it is now.

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

Applicant's Response: This proposed use and development will be constructed and operated as to not dominate the immediate vicinity or neighboring property, but along those lines this will directly relate to the physical character of the upgraded building. It will reflect the modern aspect of what we are trying to achieve across the entire property. The EMC proposed is frame less and streamlined in its construction with edge to edge advertising and will enhance the businesses and tenants that reside within the building. We do hope and anticipate this EMC to draw up more business and taxable revenues for the current tenants. None of which are in direct interest of the property itself. It will advertise in such ways as the previously mentioned locations. The clarity of our proposed EMC will have an even more crisp image than these other locations due to constructing the highest pitch available in the industry, providing a very clean professional look.

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

Applicant's Response: This application is being submitted and created by members that have no personal business, financial circumstances or any interest in this property.

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

Applicant's Response: variance is necessary to enjoy substantial property right possessed by other properties and it will also be within if not exceeding the quality of other digital signage in the immediate area such as the monument at Asti Deli at 1410 Irving Park Rd, and O'Hare Auto Body at 1316 Irving Park Rd. Although this sign would be approved at the 8ft height, we feel that the 12ft height is appropriate and sufficient enough for a visually pleasing EMC in regards to this specific location. Other properties have the same right to request a sign of these dimensions given that they also enhance the overall beauty and curb appeal of their property and building facade.

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

Applicant's Response: Without this variance, we do not believe this property will have the greatest potential of economic return due to the idea of "cutting corners" by putting so much enhancement into the building and potentially falling short on the impact of the sign to advertise for its tenants. Having that extra impact, we will be able to fully advertise the technology that in the event of an emergency of

weather, Amber Alert or such public announcements, it can be imported to the digital screen immediately addressing to the public notifying such events as they occur. A taller sign can mean more visibility at a distance not only for advertising, but for emergency purposes.

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

Applicant's Response: The proposed use and development complies with all additional standards imposed on it by the provision of this Code authorizing such use such as having the proper lighting and UL listing, time intervals between message changes and keeping a clean professional standard of advertising for not only the current tenants, but for the property itself. This variance and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. This will not hinder any environmental quality and will enhance property values.

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

Applicant's Response: Granting of the variance will be in harmony with the general purpose of this ordinance by the reasons mentioned above not only for property improvement, tenant business improvement, appearance improvement, but also will be in line with other monument signs in the area with the main purpose of enhancing business, taxable dollars and overall beautification and impact.

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

Applicant's Response: The variance approved would be the minimum required to provide the applicant with relief from undue hardship of the property. By allowing the extra height of the sign and having it be in close proximity to others, we believe these are minimal criteria for allowance. Not allowing this will lead us to remove the current steel posts and reinstall new ones at a lower height which will incur more labor and material costs as opposed to using the current approved posts from the original sign.

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

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

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

RECOMMENDATIONS:

Staff recommends the Denial of the above Findings of Facts as they pertain to the first request and therefore the Denial of the Variation for Monument Sign Area.

Staff recommends the Denial of the above Findings of Facts as they pertain to the second request and therefore the Denial of the Variation for Monument Sign Height.

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation for an Electronic Message Sign at 1201-1221 W. Irving Park Road with the following conditions:

- 1) Proposed monument sign shall be erected in the same location as the existing monument sign;

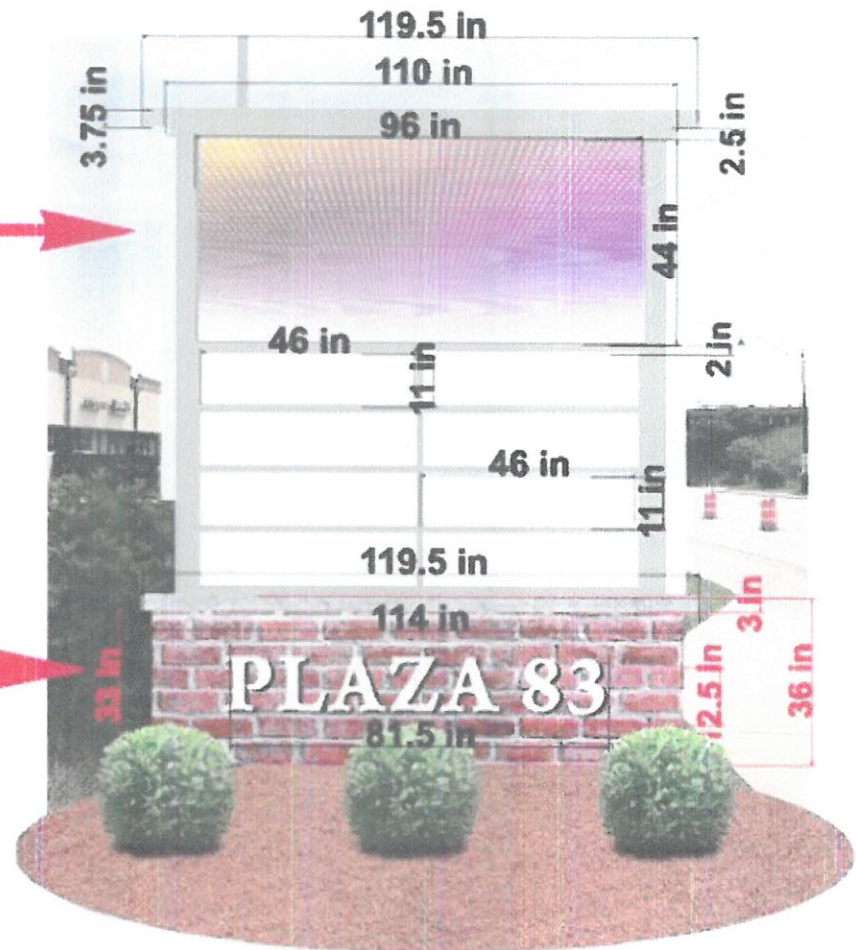
- 2) Applicant shall submit complete construction plans, including structural and electrical plans, when applying for the permit;
- 3) The electronic message sign shall not occupy more than 50% of the total sign area of the monument sign on which it is displayed;
- 4) All other features of the EMC shall be in compliance with Village Zoning Ordinance, particularly § 10-10-4.D (Illumination):
 - a. Internally illuminated electronic message signs are allowed only in accordance with § 10-10-2.D (Illumination).
 - b. Electronic message signs are allowed to change their message once every 10 seconds, and the transitions between messages shall be instantaneous.
 - c. Electronic message signs shall display static messages that do not contain a light source that flashes, blinks, strobes, travels, chases, rotates, or changes in intensity, brightness, or color.
 - d. Electronic message signs shall be designed to default to a static display in the event of mechanical failure.
- 5) Temporary signs shall no longer be allowed at this property;
- 6) The area surrounding the base of the monument sign shall be landscaped. The landscape area shall extend a minimum of three feet in width on all sides of the sign base and consist of shrubs, perennials, and/or other vegetative groundcover. A landscape plan shall be submitted as part of any sign permit application (see § 10-3-9 (Sign Permit)), and approved by the Zoning Administrator; And
- 7) Series lighting and illuminated tubing shall be removed from all tenant windows.

Respectfully Submitted,
Department of Community & Economic Development

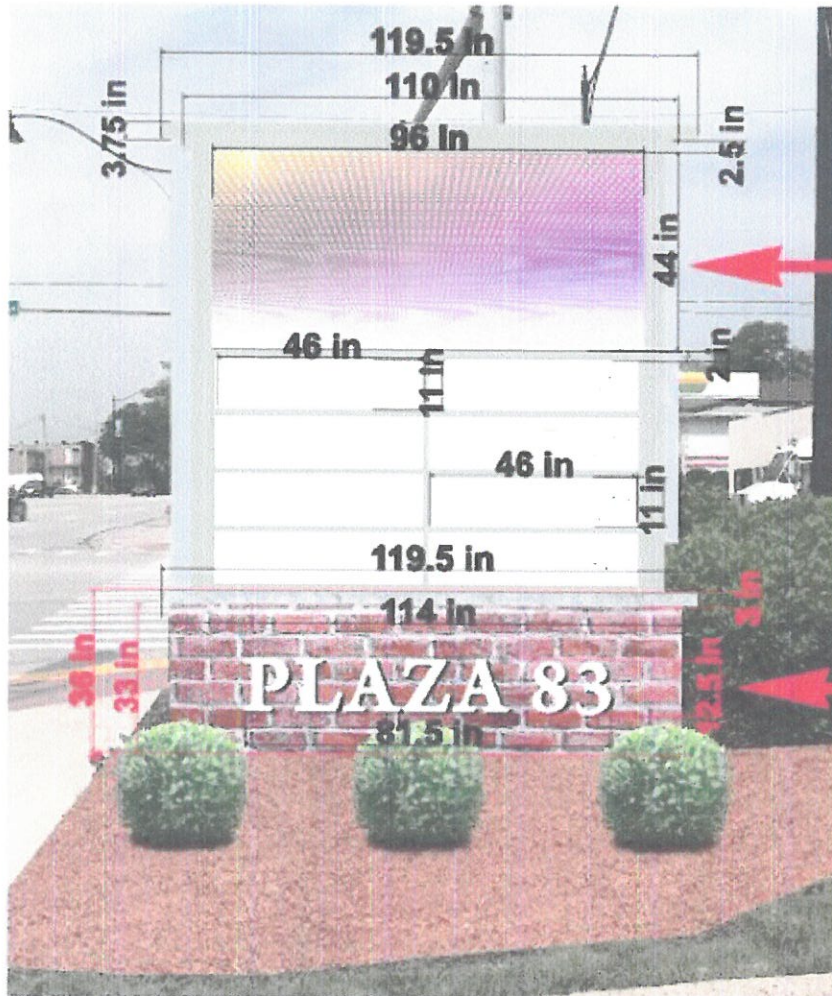
Side 1

ELECTRONIC MESSAGE CENTER
96"W X 44"H

**REVERSE LIT
LED CHANNEL LETTERING
12.5"H
WHITE FACE**



Side 2



ELECTRONIC MESSAGE CENTER
96"W X 44"H

REVERSE LIT
LED CHANNEL LETTERING
12.5"H
WHITE FACE

Google Maps 1222 W Irving Park Rd



Image capture: Nov 2018 © 2019 Google

Bensenville, Illinois



Street View



new monument replacing
old monument in same size
and same placement

Google Maps 1213 W Irving Park Rd



Map data ©2019, Map data ©2019 20 ft

monument sign

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.26.20**DESCRIPTION:**

Ordinance Approving a Special Use Permit to Allow Indoor Entertainment and a Variation for Off-Street Parking Requirements at 450 South Dominic Court.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The business, Ranger Studios, offers spaces for rent for private events and recording and rehearsal studios.
2. Ranger Studios has existed as a non-conforming use for over 20 years at this space.

KEY ISSUES:

1. The Petitioner is requesting a Special Use Permit to allow Indoor Entertainment at 450 S. Dominic Court, located in a multi-tenant industrial building in the I-2 District.
2. The Petitioner is also requesting a Variation to receive relief from off-street parking requirements.
3. There are 13 parking spaces on site, 12 of which being designated to other tenants in the building. Ranger Studios is left with 1 parking space for their business, while Village Zoning Ordinance requires that the use provides 8.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Special Use Permit for Indoor Entertainment at 450 S. Dominic Court with the following conditions:

1. The property must comply with the Illinois Accessibility Code, Illinois Plumbing Code (including the number of fixtures), and all other codes adopted by the Village;
2. A professionally prepared, detailed, and scalable floor plan shall be submitted to Village Staff and approved by Village Plan Reviewer;
3. The use must comply with use standards § 10-7-3.N (Indoor Entertainment or Recreation).
 1. Minimize Adverse Impacts. The location of entrances and exits, service areas, and parking and loading docks shall minimize traffic congestion, pedestrian hazards, and adverse impacts on surrounding properties.
 2. Noise. Any noise associated with the facility shall be managed so as not to create a public nuisance for surrounding properties and shall comply with § 10-7-6.A (Noise) and all other local noise regulations.
1. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Variation for off-street parking requirements at 450 S. Dominic Court.
2. At their 05.05.20 Public Hearing, the Community Development Commission voted 4-0 for Motions to recommend approval of the requested Special Use Permit and Variation.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance approving a Special Use Permit to allow indoor entertainment and a Variation for off-street parking requirements at 450 South Dominic Court.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	5/21/2020	Cover Memo
Case Coverpage	5/19/2020	Cover Memo
Aerial & Zoning Maps	5/19/2020	Backup Material
Application	5/19/2020	Backup Material
Staff Report	5/19/2020	Backup Material
Plat of Survey	5/19/2020	Backup Material
Floor Plan	5/19/2020	Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A SPECIAL USE PERMIT TO ALLOW
INDOOR ENTERTAINMENT AND A VARIATION FOR OFF-STREET PARKING
REQUIREMENTS
AT 450 SOUTH DOMENIC BENSENVILLE, ILLINOIS**

WHEREAS, Steve Sacco (“Owner”) and Ranger Sound, LLC (“Applicant”) filed an application for Special Use Permit, Indoor Entertainment, Municipal Code Section 10 – 7 – 2 - 1 of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”) and Variation, Off-Street Parking Requirements, Municipal Code Section 10 – 8 – 2 – 1 of the Zoning Ordinance for the property located at 450 South Domenic, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Special Use Permit and Variation sought by the Applicant was published in the Bensenville Independent on Thursday, March 19, 2020 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on May 5, 2020 as required by the statutes of the State of Illinois and the ordinances of the Village; and

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

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Special Use Permit and Variation as

recommended by the Community Development Commission to allow the Special Use is consistent with the Zoning Ordinance.

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

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

SECTION TWO: That the Staff Report and Recommendation to approve the Special Use Permit and Variation sought, as allowed by the Zoning Ordinance, Section 10 – 7 – 2 – 1 and 10 – 8 – 2 – 1 as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Special Use Permit and Variation are proper and necessary.

SECTION THREE: That the Variation as sought by the Applicant of the Subject Property is hereby granted.

SECTION FOUR: That the Special Use Permit sought by the Applicant of the Subject Property is hereby approved with the following conditions:

1. The property must comply with the Illinois Accessibility Code, Illinois Plumbing Code (including the number of fixtures), and all other codes adopted by the Village;
2. A professionally prepared, detailed, and scalable floor plan shall be submitted to Village Staff and approved by Village Plan Reviewer;
3. The use must comply with use standards § 10-7-3.N (Indoor Entertainment or Recreation).
 - a. Minimize Adverse Impacts. The location of entrances and exits, service areas, and parking and loading docks shall minimize traffic congestion, pedestrian hazards, and adverse impacts on surrounding properties.
 - b. Noise. Any noise associated with the facility shall be managed so as not to create a public nuisance for surrounding properties and shall comply with § 10-7-6.A (Noise) and all other local noise regulations.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Special Use Permit and Variation granted herein.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 26th day of May 2020.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2020
Exhibit "A"

The Legal Description is as follows:

THAT PART OF LOT 12 IN MT. PROSPECT ROAD SUBDIVISION IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD P.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 12 (ALSO BEING THE SOUTHEASTERLY RIGHT-OF-WAY LINE FRANKLIN AVENUE) 138.33 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID NORTHEASTERLY LINE OF SAID LOT 12 WITH A LINE DRAWN 129.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 12; THENCE SOUTH, ALONG A LINE 129.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 12, 365.68 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE EAST 129.50 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12, SAID POINT BEING 425.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 12 319.00 FEET; THENCE WEST, ALONG A LINE DRAWN 106.00 NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12, 102.50 FEET; THENCE NORTH ALONG A LINE DRAWN 102.50 FEET WEST OF AND PARRALEL TO THE EAST LINE OF SAID LOT 12, 60.00 FEET; THENCE NORTHWESTERLY, 59.30 FEET ALONG AN ARC OF A CIRCLE WHOSE RADIUS IS 60.00 FEET AND BEING CONVEX TO THE NORTHEAST TO THE POINT OF INTERSECTION WITH A LINE DRAWN 129.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 12; THENCE NORTH, ALONG A LINE DRAWN 129.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 12, 208.90 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THE NORTH 94.00 FEET THEREOF. ALL SITUATED IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 450-460 DOMENIC COURT, BENSENVILLE, IL 60106.

Ordinance # ____ - 2020
Exhibit “B”
Findings of Fact

Ms. Fawell reviewed the Findings of Fact for the proposed Special Use as presented in the Staff Report consisting of:

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

Applicant’s Response: There will be no adverse impact on traffic with the granting of the Special Use Permit. Under Bensenville Code, this use will require eight parking spaces. The current space has ten parking spaces adjacent to the unit, which are not used by the other tenants in the building. At the few times there will be a live studio audience, those performances are between 7:00p.m. and 11:00p.m. There is also parking available on the street. Parking is not allowed on the cul-de-sac and has not been an issue over the last 24 years. The traffic that is generated from this use is less than a typical industrial user as there are no deliveries being made like other industrial users with trucks constantly commuting back and forth, and, in general, most of the rehearsals are done after hours and only involve the band members and occur when the other businesses are closed.

Staff Commentary: The parking lot on the site has 13 designated parking spaces.

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

Applicant’s Response: There is no noise, glare, odor, dust, or waste disposal, or any other environmental nuisances created as a result of the indoor recording studios. The only thing created is music. The building is all brick and each of the recording rooms have sound barriers installed to allow multiple bands to be in the space at one time. There have never been any complaints from the neighboring businesses regarding any noise emitting from the building during recordings or performances. There is virtually no waste disposal or other environmental issues with this use, and is a much cleaner use than other typical industrial users.

- 3) **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any

adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

Applicant's Response: The proposed use fits harmoniously with the existing industrial users. Under the Bensenville Zoning Code, indoor entertainment is allowed as a Special Use in the I-2 zoning. The business actually complements other businesses because most of the time the studios are being used during off hours or after hours when the other businesses are not open.

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

Applicant's Response: The proposed use will not require any expansion or strain on community facilities or services to a degree that is disproportionate to normal activities in the 1-2 District. In fact, the proposed use of an indoor entertainment for recording studios has a less impact on public services and facilities than a typical industrial user.

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

Applicant's Response: The proposed use at this location is a public necessity as there are very few locations in the Chicagoland area, and local bands and musicians need places to rehearse. Since 1975, many local bands and musicians have used Ranger Studios to practice and record. With its close proximity to O'Hare, Ranger Studio is the place to go for the northwest suburban music recording and rehearsal studio.

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

Applicant's Response: This is an existing business that has been in the Village of Bensenville for 24 years. The business wants to stay in Bensenville. This is a destination business that brings local musicians and bands to record music. The business has not been an issue or problem for the Village since 1996. There is an obvious need for this business and there is no benefit to the Village of Bensenville in not granting the Special Use Permit to the Petitioner.

Ms. Fawell reviewed the Findings of Fact for the proposed Variance as presented in the Staff Report consisting of:

1. **Special Circumstances:** Special circumstances, fully described in the written findings, exist that are peculiar to the property for which the Variation is sought and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent in nature as to make it reasonably practical to provide a general amendment to this Ordinance to cover them.

Applicant's Response: The Subject Property consists of a single story industrial building with multiple tenants all with separate driveways and separate entrances. There are a total of thirteen (13) parking spaces in a shared parking lot adjacent to my client's location at 450 Domenic Court, Franklin Park, IL. As to each of the spaces, five (5) of the driveways have two (2) parking spaces each, and one (1) driveways has four (4). Even though Bensenville Code does not count those additional twelve (12) driveway spaces as available parking spaces, it is important to note the abundancy of parking for the existing businesses when one looks at the business driveways and the adjacent parking lot.

- a. The unit at 454 Domenic Court is currently vacant and the units 456, 458, and 460 are all machine shops that consist of a one-person operation. These are not businesses that have customers coming to and from these locations on a daily basis.
 - b. The special circumstance that exist is that my client's business has been in existence at this location since 1996 and during that time parking has not been an issue. Most of my client's customers come in the evening and on the weekends to perform and have music sound support recording or rehearsal time at Ranger Studios and Sound.
 - c. Since its operation in 1996, there have been no complaints that the Petitioner is aware of regarding parking. Most of the time customers are at the business are between the hours of 7:00p.m. and 11:00p.m. during the week and on the weekends, when the other businesses are not even open.
2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Ordinance would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Applicant's Response: The literal application provisions of the Bensenville ordinance would result in unnecessary hardship for the

Petitioner and not just an inconvenience. Without the granting of the parking variance, my client would not be able to operate his business, which he has done since 1996 in Bensenville with no parking issues.

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

Applicant's Response: The special circumstances and hardship relate only to the physical character of the land with the existing building and the available places to park.

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

Applicant's Response: The special circumstances and practical difficulties or hardship that are the basis for the variance have not a resulted from any action undertaken by the Petitioner. The conditions have all existed for many years, and again the Petitioner has been in business at this location since 1996.

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

Applicant's Response: The parking variance is necessary for the Petitioner to enjoy a substantial property right possessed by other properties in the same zoning district to continue to operate his business in the same zoning district and does not confer a special privilege ordinarily denied to such other properties. There have been many parking variances granted in the industrial park where the Subject Property is located and throughout the Village of Bensenville.

6. **Necessary for Use of Property:** The granting of a Variation is necessary not because it will increase the applicant's economic return, although it may have

this effect, but because without a Variation the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Applicant's Response: The granting of the parking variance is necessary for the use of the property. Without the granting of the parking variance, the Petitioner will have no choice but to relocate his business out of the Village of Bensenville and ultimately close the business. The Subject Property already has a vacant unit and without the parking variance, the owner of the land will be deprived of reasonable use or economic return from the Subject Property.

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

Applicant's Response: The granting of the Variance will not alter local character of the properties. The Subject Property is located at the Village of Bensenville's easternmost boundary, and is tucked away in the industrial park. The business has not been a problem for any of the residents or other businesses in the Village of Bensenville.

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

Applicant's Response: The granting of the parking variance is in harmony with the general purpose and intent of the Village of Bensenville to retain businesses in the Village of Bensenville. This is also a destination business which allows individuals and organizations from other towns and municipalities to come to the Village of Bensenville to use the Ranger Sound studios.

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

Applicant's Response: The parking variance requested is the minimum required in order to allow the Petitioner to continue his right to operate the business from the Subject Property.

Public Comment:

Chairman Rowe asked if there was any Public Comment regarding the matter at hand. There was none.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use Permit for Indoor Entertainment at 450 S. Dominec Court with the following conditions:

- 1) The property must comply with the Illinois Accessibility Code, Illinois Plumbing Code (including the number of fixtures), and all other codes adopted by the Village;
- 2) A professionally prepared, detailed, and scalable floor plan shall be submitted to Village Staff and approved by Village Plan Reviewer;
- 3) The use must comply with use standards § 10-7-3.N (Indoor Entertainment or Recreation).
 - a) Minimize Adverse Impacts. The location of entrances and exits, service areas, and parking and loading docks shall minimize traffic congestion, pedestrian hazards, and adverse impacts on surrounding properties.
 - b) Noise. Any noise associated with the facility shall be managed so as not to create a public nuisance for surrounding properties and shall comply with § 10-7-6.A (Noise) and all other local noise regulations

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation for off-street parking requirements at 450 S. Dominec Court.

Commissioner Wasowicz asked what Public Safety Departments service the proposed site. Ms. Fawell stated Bensenville Police and Leyden Township Fire provide their services to the proposed side.

Motion: Commissioner King made a motion to close CDC Case No. 2020-05. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2020-05 at 7:05 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Special Use Request for Indoor Entertainment. Commissioner Marcotte seconded the motion. .

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner King made a combined motion to approve the Findings of Fact and Variance Request for Off-Street Parking Requirements. Commissioner Marcotte seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 05.05.20

CDC Case #2020 – 05

**Ranger Sound, LLC
450 S. Dominec Court**

**Special Use Permit, Indoor Entertainment
Municipal Code Section 10 – 7 – 2 – 1
Variation, Off-Street Parking Requirements
Municipal Code Section 10 – 8 – 2 – 1**

1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans



CDC#2020 – 05

450 S. Dominec Court
Ranger Sound LLC

Special Use Permit, Indoor Recreation
Municipal Code Section 10 – 7 – 2 – 1
Variation, Off-Street Parking Requirements
Municipal Code Section 10 – 8 – 2 – 1



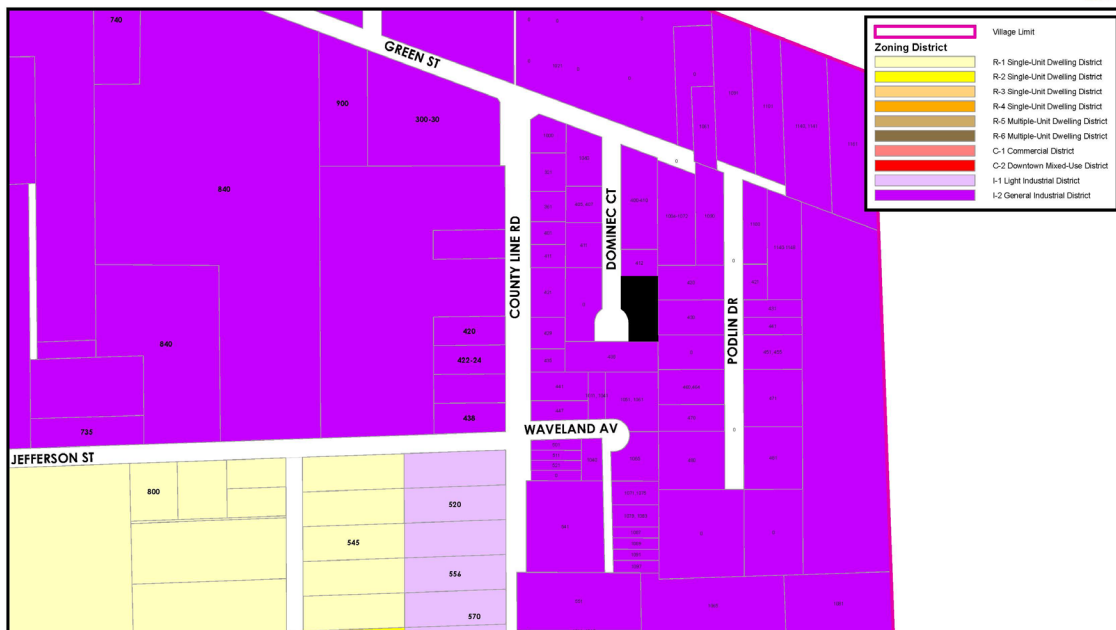
Village of Bensenville

450-460 S Dominec Ct



Village of Bensenville

Zoning Map



For Office Use Only

Date of Submission: 2/10/20 MUNIS Account #: 9819 CDC Case #: 2020-05

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 450 Domenic Court, Franklin Park, Illinois 60131

Property Index Number(s) (PIN): 12-19-100-110-0000

A. PROPERTY OWNER:

Steve Sacco

Name	Corporation (if applicable)	
<u>450 Domenic Court</u>		
Street		
<u>Franklin Park</u>	<u>IL</u>	<u>60131</u>
City	State	Zip Code
<u>Steve Sacco</u>	<u>(630)306-2453</u>	
Contact Person	Telephone Number & Email Address	

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

B. APPLICANT: ☐ Check box if same as owner

Ranger Sound LLC

Name	Corporation (if applicable)	
<u>450 Domenic Court</u>		
Street		
<u>Franklin Park</u>	<u>IL</u>	<u>60131</u>
City	State	Zip Code
<u>Lou Cutaia</u>	<u>(224)567-0968</u>	
Contact Person	Telephone Number & Email Address	

C. ACTION REQUESTED (Check applicable):

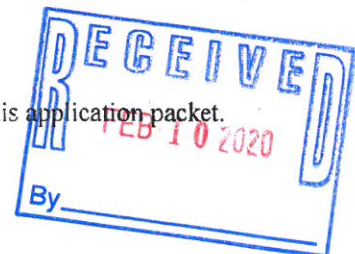
- ☐ Annexation
- ☒ Special Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development*
- ☐ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☐ Site Plan Review
- ☐ Variance

*See staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☐ Affidavit of Ownership** (signed/notarized)
- ☐ Application**
- ☐ Approval Criteria**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.



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

Requesting a special use permit for indoor entertainment to allow Petitioner to provide musical sound support, recordings and rehearsal studios for local bands and musicians.

D. PROJECT DATA:

1. General description of the site: one story multi tenant industrial building
2. Acreage of the site: .61 acres Building Size (if applicable): 12,000sf (unit is 4,700sf)
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

None

None

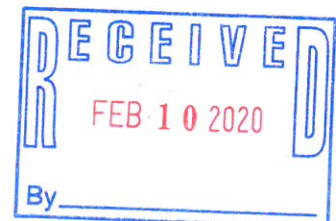
None

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	I2	industrial	Bensenville
North:	I2	industrial	Bensenville
South:	I2	industrial	Bensenville
East:	I2	industrial	Bensenville
West:	I2	industrial	Bensenville

E. APPROVAL CRITERIA:

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



STAFF REPORT

HEARING DATE: May 5, 2020
CASE #: 2020 – 05
PROPERTY: 450 S. Dominec Court
PROPERTY OWNER: Steve Sacco
APPLICANT: Ranger Sound, LLC
SITE SIZE: 26,401 SF
BUILDING SIZE: 13,000 SF
PIN NUMBER: 12-19-100-110
ZONING: I-2 General Industrial District
REQUEST: Special Use Permit, Indoor Entertainment
Municipal Code Section 10 – 7 – 2 – 1
Variation, Off-Street Parking Requirements
Municipal Code Section 10 – 8 – 2 – 1

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, March 19, 2020. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Friday, March 20, 2020.
3. On Friday, March 20, 2020, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is requesting a Special Use Permit to allow Indoor Entertainment at 450 S. Dominec Court, located in a multi-tenant industrial building in the I-2 District. The facility, Ranger Sound, LLC, which has existed as a non-conforming use for over 20 years, offers spaces for rent to serve as recording and rehearsal studios, as well as private events.

The Petitioner is also requesting a Variation to receive relief from off-street parking requirements. There are 13 parking spaces on site, 12 of which being designated to other tenants in the building. Ranger Sound, LLC is left with 1 parking space for their business, while Village Zoning Ordinance requires the use provides 8.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I – 2	Industrial	Industrial	Village of Bensenville
North	I – 2	Industrial	Industrial	Village of Bensenville
South	I – 2	Industrial	Industrial	Village of Bensenville
West	I – 2	Industrial	Industrial	Village of Bensenville
East	I – 2	Industrial	Industrial	Village of Bensenville

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

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

Finance:

- 1) Account up to date.

Police:

- 1) No objection.

Engineering and Public Works:Public Works:

- 1) No comments.

Engineering:

- 1) Concerns of street parking causing access issues for emergency vehicle and Village operations, when such operations are needed.

Community & Economic Development:Fire Safety:

- 1) No comments.

Building:

- 1) The property must comply with the Illinois Accessibility Code, Illinois Plumbing Code (including the number of fixtures), and all other codes adopted by the Village.
- 2) Submitted floor plan lacks necessary information for an assembly occupancy.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Industrial” for this property.
- 2) The current zoning is I-2 General Industrial District.
- 3) The Petitioner received a correction notice for operating without a Special Use Permit on December 20, 2019.
- 4) In the I-2 District, Indoor Entertainment requires a Special Use Permit.

- 5) An Indoor Recreation Use must comply with use standards § 10-7-3.N (Indoor Entertainment or Recreation).
 - a. Minimize Adverse Impacts. The location of entrances and exits, service areas, and parking and loading docks shall minimize traffic congestion, pedestrian hazards, and adverse impacts on surrounding properties.
 - b. Noise. Any noise associated with the facility shall be managed so as not to create a public nuisance for surrounding properties and shall comply with § 10-7-6.A (Noise) and all other local noise regulations.
- 6) The Petitioner is also seeking approval of a Variation to receive relief from § 10-8-2-1 (Off-Street Parking Requirements).
- 7) Per § 10-8-2-1, an Indoor Entertainment Use requires an off-street parking space for 10% of the building's maximum capacity.
 - a. The Petitioner states the unit's maximum capacity is 76 persons.
 - b. The Petitioner's use is required to provide 8 parking spaces.
 - c. There are 13 parking spaces on site, 12 of which being designated to other tenants in the multi-tenant building, leaving the Petitioner with 1 parking space for its use.
 - d. The Petitioner explains this is not a concern as most of the operation occurs at night or on weekends, and they have not run into any parking issues throughout the 20 years they have been in the Village.

APPROVAL CRITERIA FOR SPECIAL USE:

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

Applicant's Response: There will be no adverse impact on traffic with the granting of the Special Use Permit. Under Bensenville Code, this use will require eight parking spaces. The current space has ten parking spaces adjacent to the unit, which are not used by the other tenants in the building. At the few times there will be a live studio audience, those performances are between 7:00p.m. and 11:00p.m. There is also parking available on the street. Parking is not allowed on the cul-de-sac and has not been an issue over the last 24 years. The traffic that is generated from this use is less than a typical industrial user as there are no deliveries being made like other industrial users with trucks constantly commuting back and forth, and, in general, most of the rehearsals are done after hours and only involve the band members and occur when the other businesses are closed.

Staff Commentary: The parking lot on the site has 13 designated parking spaces.

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

Applicant's Response: There is no noise, glare, odor, dust, or waste disposal, or any other environmental nuisances created as a result of the indoor recording studios. The only thing created is music. The building is all brick and each of the recording

rooms have sound barriers installed to allow multiple bands to be in the space at one time. There have never been any complaints from the neighboring businesses regarding any noise emitting from the building during recordings or performances. There is virtually no waste disposal or other environmental issues with this use, and is a much cleaner use than other typical industrial users.

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

Applicant's Response: The proposed use fits harmoniously with the existing industrial users. Under the Bensenville Zoning Code, indoor entertainment is allowed as a Special Use in the I-2 zoning. The business actually complements other businesses because most of the time the studios are being used during off hours or after hours when the other businesses are not open.

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

Applicant's Response: The proposed use will not require any expansion or strain on community facilities or services to a degree that is disproportionate to normal activities in the 1-2 District. In fact, the proposed use of an indoor entertainment for recording studios has a less impact on public services and facilities than a typical industrial user.

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

Applicant's Response: The proposed use at this location is a public necessity as there are very few locations in the Chicagoland area, and local bands and musicians need places to rehearse. Since 1975, many local bands and musicians have used Ranger Studios to practice and record. With its close proximity to O'Hare, Ranger Studio is the place to go for the northwest suburban music recording and rehearsal studio.

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

Applicant's Response: This is an existing business that has been in the Village of Bensenville for 24 years. The business wants to stay in Bensenville. This is a destination business that brings local musicians and bands to record music. The business has not been an issue or problem for the Village since 1996. There is an obvious need for this business and there is no benefit to the Village of Bensenville in not granting the Special Use Permit to the Petitioner.

Special Use Approval Criteria	Meets Criteria	
	Yes	No
1. Traffic	X	
2. Environmental Nuisance	X	
3. Neighborhood Character	X	
4. Public Services and Facilities	X	
5. Public Necessity	X	
6. Other Factors	X	

APPROVAL CRITERIA FOR VARIATIONS:

- 1) **Special Circumstances:** Special circumstances, fully described in the written findings, exist that are peculiar to the property for which the Variation is sought and that do not apply generally to other properties in the same zoning district. And these circumstances are not of so general or recurrent in nature as to make it reasonably practical to provide a general amendment to this Ordinance to cover them.

Applicant's Response: The Subject Property consists of a single story industrial building with multiple tenants all with separate driveways and separate entrances. There are a total of thirteen (13) parking spaces in a shared parking lot adjacent to my client's location at 450 Domenic Court, Franklin Park, IL. As to each of the spaces, five (5) of the driveways have two (2) parking spaces each, and one (1) driveways has four (4). Even though Bensenville Code does not count those additional twelve (12) driveway spaces as available parking spaces, it is important to note the abundance of parking for the existing businesses when one looks at the business driveways and the adjacent parking lot.

The unit at 454 Domenic Court is currently vacant and the units 456, 458, and 460 are all machine shops that consist of a one-person operation. These are not businesses that have customers coming to and from these locations on a daily basis.

The special circumstance that exist is that my client's business has been in existence at this location since 1996 and during that time parking has not been an issue. Most of my client's customers come in the evening and on the weekends to perform and have music sound support recording or rehearsal time at Ranger Studios and Sound.

Since its operation in 1996, there have been no complaints that the Petitioner is aware of regarding parking. Most of the time customers are at the business are between the hours of 7:00p.m. and 11:00p.m. during the week and on the weekends, when the other businesses are not even open.

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

Applicant's Response: The literal application provisions of the Bensenville ordinance would result in unnecessary hardship for the Petitioner and not just an inconvenience. Without the granting of the parking variance, my client would not be able to operate his business, which he has done since 1996 in Bensenville with no parking issues.

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

Applicant's Response: The special circumstances and hardship relate only to the physical character of the land with the existing building and the available places to park.

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

Applicant's Response: The special circumstances and practical difficulties or hardship that are the basis for the variance have not a resulted from any action undertaken by the Petitioner. The conditions have all existed for many years, and again the Petitioner has been in business at this location since 1996.

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

Applicant's Response: The parking variance is necessary for the Petitioner to enjoy a substantial property right possessed by other properties in the same zoning district to continue to operate his business in the same zoning district and does not confer a special privilege ordinarily denied to such other properties. There have been many parking variances granted in the industrial park where the Subject Property is located and throughout the Village of Bensenville.

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

Applicant's Response: The granting of the parking variance is necessary for the use of the property. Without the granting of the parking variance, the Petitioner will have no choice but to relocate his business out of the Village of Bensenville and ultimately close the business. The Subject Property already has a vacant unit and

without the parking variance, the owner of the land will be deprived of reasonable use or economic return from the Subject Property.

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

Applicant's Response: The granting of the Variance will not alter local character of the properties. The Subject Property is located at the Village of Bensenville's easternmost boundary, and is tucked away in the industrial park. The business has not been a problem for any of the residents or other businesses in the Village of Bensenville.

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

Applicant's Response: The granting of the parking variance is in harmony with the general purpose and intent of the Village of Bensenville to retain businesses in the Village of Bensenville. This is also a destination business which allows individuals and organizations from other towns and municipalities to come to the Village of Bensenville to use the Ranger Sound studios.

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

Applicant's Response: The parking variance requested is the minimum required in order to allow the Petitioner to continue his right to operate the business from the Subject Property.

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

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Special Use Permit for Indoor Entertainment at 450 S. Dominec Court with the following conditions:

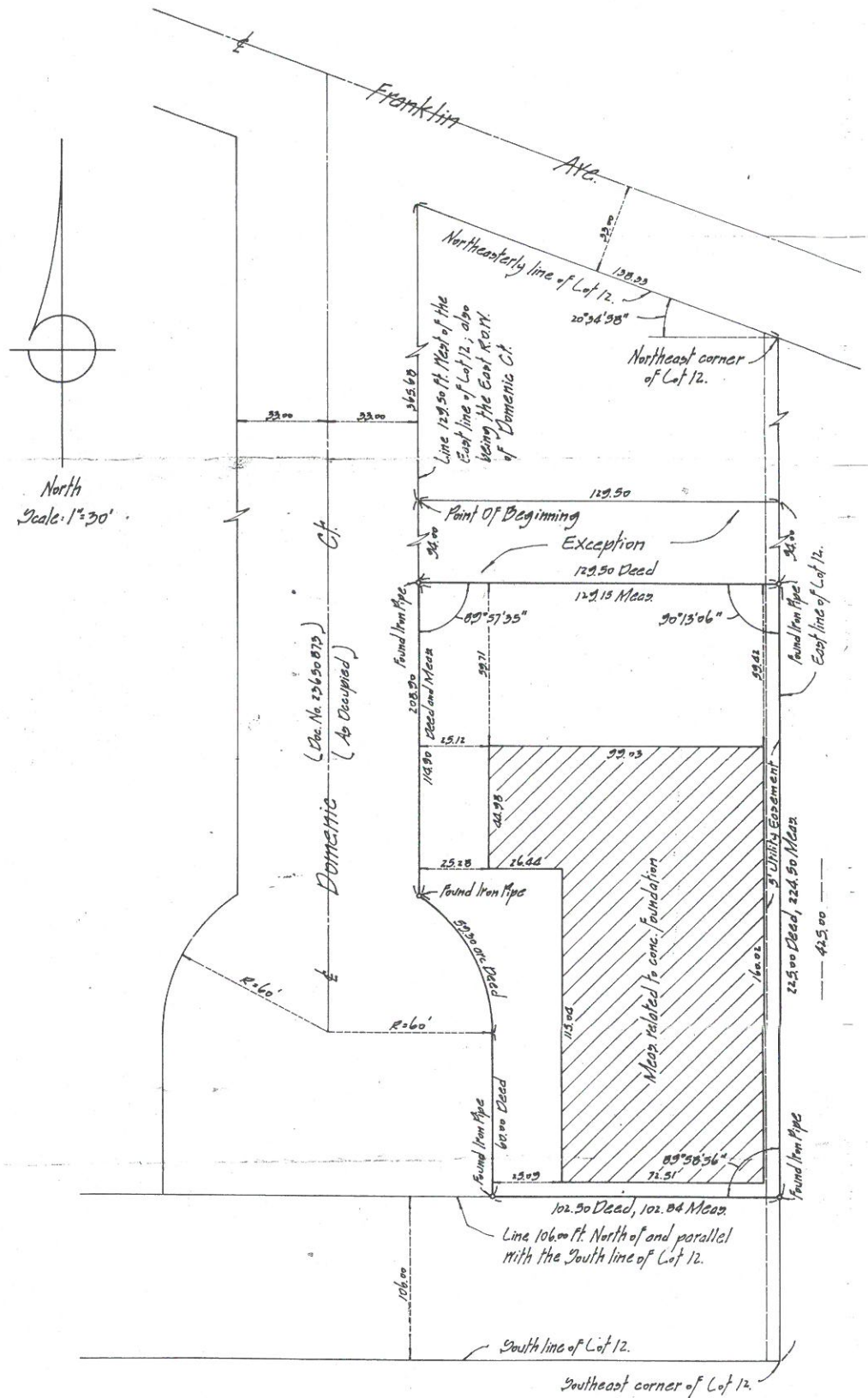
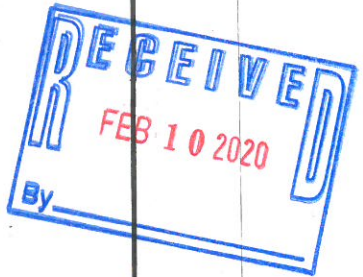
- 1) The property must comply with the Illinois Accessibility Code, Illinois Plumbing Code (including the number of fixtures), and all other codes adopted by the Village;
- 2) A professionally prepared, detailed, and scalable floor plan shall be submitted to Village Staff and approved by Village Plan Reviewer;
- 3) The use must comply with use standards § 10-7-3.N (Indoor Entertainment or Recreation).
 - a. Minimize Adverse Impacts. The location of entrances and exits, service areas, and parking and loading docks shall minimize traffic congestion, pedestrian hazards, and adverse impacts on surrounding properties.
 - b. Noise. Any noise associated with the facility shall be managed so as not to create a public nuisance for surrounding properties and shall comply with § 10-7-6.A (Noise) and all other local noise regulations.

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variation for off-street parking requirements at 450 S. Dominec Court.

Respectfully Submitted,

Department of Community & Economic Development

PLAT OF SURVEY



That part of Lot 12 in Mt. Prospect Road Subdivision in the Northwest Fractional Quarter of Section 19, Township 40 North, Range 12 East of the Third P.M. and being more particularly described as follows:

Commencing at the Northeast corner of said Lot 12; thence Northwesterly along the Northeasterly line of said Lot 12 (also being the Southeasterly right-of-way line Franklin Avenue) 138.33 feet to the point of intersection of the aforesaid Northeasterly line of said Lot 12 with a line drawn 129.50 feet West of and parallel to the East line of said Lot 12; thence South, along a line 129.50 feet West of and parallel to the East line of said Lot 12, 365.68 feet to the true point of beginning of the herein described tract; thence East 129.50 feet to a point on the East line of said Lot 12, said point being 425.00 feet North of the Southeast corner of said Lot 12; thence South, along the East line of said Lot 12 319.00 feet; thence West, along a line drawn 106.00 feet North of and parallel to the South line of said Lot 12, 102.50 feet; thence North along a line drawn 102.50 feet West of and parallel to the East line of said Lot 12, 60.00 feet; thence Northwesterly, 59.30 feet along an arc of a circle whose radius is 60.00 feet and being convex to the Northeast to the point of intersection with a line drawn 129.50 feet West of and parallel to the East line of said Lot 12; thence North, along a line drawn 129.50 feet West of and parallel to the East line of said Lot 12, 208.90 feet to the point of beginning. Excepting therefrom the North 94.00 feet thereof. All situated in Cook County, Illinois.

State of Illinois)
County of Cook)

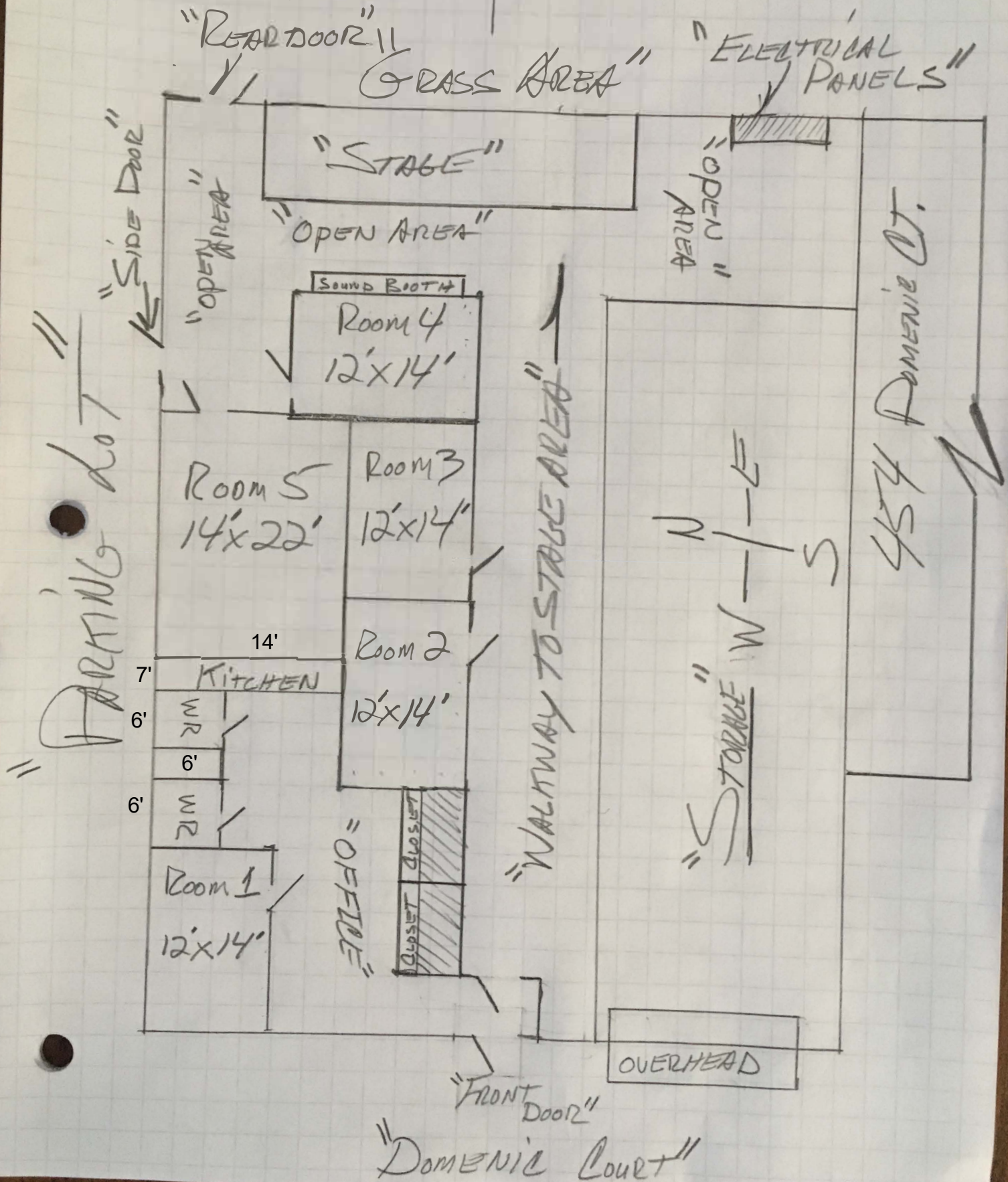
We, CIORBA GROUP, INC., do hereby certify that we have surveyed the property as described in the above caption and that the plat hereon drawn is a correct representation of said survey.

Dimensions are shown in feet and decimal parts thereof corrected to a temperature of 62 degrees Fahrenheit.

Signed at Kenilworth, Illinois, this 30th day of December, 1980.

By: James H. Hester
Illinois Registered Land Surveyor No. 2152

DANGER TO: POLIN DRIVE
2/28/20



TYPE:Resolution**SUBMITTED BY:**S. Viger**DEPARTMENT:**CED**DATE:**05.26.2020**DESCRIPTION:**

Resolution Approving a Letter of Intent for the Contemplation of the Sale of 101 West Main Street and the Village Parking Lot on the East Side of North Center Street North of 13 West Main Street, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:☒

Financially Sound Village
Quality Customer Oriented Services
Safe and Beautiful Village

☒

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

COMMITTEE ACTION:

N/A

DATE:N/A

BACKGROUND:

1. The Village has owned the vacant property at the Northwest corner of Main and Center Streets for a number of years.
2. The Village has considered various development opportunities for the property in the past.
3. A Letter of Intent from LV Development LLC for the acquisition and development of the vacant property as a Mixed Use Commercial and residential building.
4. The Mixed Use proposal is in concert with the Village's planning documents and vision for our downtown.

KEY ISSUES:

1. The proposal in the best interest of the Village's downtown and will continue the renaissance of downtown.
2. The Letter of Intent establishes time frames for the developer to conduct their Due Diligence activities and for the two parties to draft and agree to a Purchase and Sale Agreement.
3. The Letter of Intent indicates a Purchase Price for the property.

ALTERNATIVES:

1. Discretion of the Board

RECOMMENDATION:

The staff respectfully recommends approval of the Resolution approving the Letter of Intent for the Contemplation of the Sale of 101 West Main Street and the Village Parking Lot on the east side of North Center Street north of 13 West Main Street.

BUDGET IMPACT:

1. The purchase price is \$100,000.

ACTION REQUIRED:

Approval of the Resolution approving the Letter of Intent for the Contemplation of the Sale of 101 West Main Street and the Village Parking Lot on the east side of North Center Street north of 13 West Main Street, Bensenville, IL.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/20/2020	Cover Memo
Letter of Intent	5/20/2020	Backup Material
Aerial Photograph and Zoning Map Exhibit	5/20/2020	Backup Material

RESOLUTION NUMBER _____

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS APPROVING A LETTER OF INTENT TO ALLOW A PERIOD
OF TIME FOR THE CONTEMPLATION OF THE SALE AND DEVELOPMENT OF
101 WEST MAIN STREET AND ADJACENT PROPERTIES**

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

WHEREAS, the Village is the record-title owner of certain undeveloped or underdeveloped parcels of property located at the northwest corner of Main Street and North Center Street, commonly known as 101 West Main Street, Bensenville, Illinois, identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and the surface parking lot on the east side of North Center Street identified by permanent index numbers (PINs) 03-14-216-005 and 03-14-216-006 and legally described on Exhibit A (collectively the “*Parcel*” or “*Property*”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Village has actively marketed the Parcel for sale and development; and

WHEREAS, LV Development, LLC (the “*Developer*”) has expressed an interest in developing the Parcel provided it is given a period of time to conduct and complete its due diligence research on the Parcel and submit preliminary building site plans and renditions for the development of the Project on the Parcel to the Village; and

WHEREAS, the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have determined it is in the best interests of the Village to approve

a Letter of Intent to permit the Developer time to investigate the Parcel and enter into an agreement containing terms and conditions acceptable to the Village.

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

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

Section 2. The Letter of Intent for Proposed Development at Main Street and Center Streets, Bensenville, Illinois by and between LV Development, LLC and the Village of Bensenville, Illinois (the "*Letter of Intent*"), a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby authorized and approved.

Section 3. The Village Manager is hereby authorized and directed to execute and deliver the LOI and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officials, officers, employees and attorneys of the Village are hereby authorized and directed to take such further actions as are necessary to carry out the intent and purpose of this Resolution and the LOI.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this _____ day of May 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Legal Description

Address of Property: 101 West Main Street, Bensenville, Illinois, and the surface parking lot on the east side of North Center Street

Permanent Index Numbers: 03-14-215-014, 03-14-215-015, 06-14-215-019, 03-14-402-002
03-14-216-005 and 03-14-216-006

RESOLUTION NUMBER _____

EXHIBIT A

LEGAL DESCRIPTION

LOT 7 (EXCEPT THE WEST 40 FEET AND EXCEPT THE NORTH 0.5 FEET THEREOF) AND LOT 8 (EXCEPT THE WEST 40 FEET THEREOF) IN BLOCK 2 IN TIOGA (NOW BENSENVILLE), BEING A SUBDIVISION OF THE EAST HALF OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 0314402002

And

THE WEST 59.6 FEET OF LOT 6, THE WEST 40 FEET OF LOT 7, AND THE WEST 40 FEET OF BLOCK 8 IN TIOGA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017 IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 0314215015

And

LOT 5 IN BLOCK 2 IN TIOGA, A SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017 IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 0314215014

And

LOT 6 (EXCEPT THE WEST 59.60 FEET THEREOF) AND THE NORTH 0.5 FEET OF LOT

7 (EXCEPT THE WEST 40 FEET THEREOF) IN BLOCK 2 IN TIOGA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017 IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 0314215019

And

LOT 15 IN BLOCK 1 IN TIOGA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 03-14-216-005

And

LOT 14 IN BLOCK 1 IN TIOGA, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index Number: 03-14-216-006

Exhibit B

Letter of Intent

Attached

May 11, 2020

Mr. Evan Summers
Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

**Re: Letter of Intent for Proposed Development at Main and Center Streets,
Bensenville, Illinois**

Dear Manager Summers:

This Letter of Intent (the “LOI”) sets out the key terms upon which Luigi Sardone, Victor Hernandez and LV Development, LLC (collectively the “Developer”) will purchase and develop the Parcel from the Village of Bensenville, Illinois (the “Village”). The Developer and Village shall also be referred to as the “Parties”.

The terms herein are not comprehensive and additional terms will be incorporated into a development agreement to be negotiated between the Parties, in accordance with the Tax Increment Allocation Redevelopment Act and other applicable requirements and procedures (the “Agreement”). The key terms are as follows:

- | | |
|-------------------|--|
| Purchaser: | Luigi Sardone, Victor Hernandez and LV Development, LLC |
| Seller: | Village of Bensenville, Illinois |
| Property: | Undeveloped or underdeveloped parcels of property located at the northwest corner of Main Street and North Center Street, identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and the surface parking lot on the east side of North Center Street identified by permanent index numbers (PINs) 03-14-216-005 and 03-14-216-006 (collectively the “Parcel”). |
| Purpose: | Provide Developer with a specific time period to perform due diligence, actively work toward site plan renderings, draft building details and demonstrate proof of financing for the Project on the Parcel during the Term of this LOI. Provide Village with opportunity to review Developer’s Project on the Parcel. To allow Parties to undertake good faith efforts to negotiate Agreement before the expiration of the Term of this LOI. |

Project: A multi-story, mixed use commercial and residential structure containing ground floor retail which shall include a full service restaurant; approximately eighty (80) residential apartment/condominium units on the Property but no more than a total of two hundred and twenty (220) residential apartment/condominium units if adjacent parcels to the Property are acquired by the Developer for the Project (the "Unit Range"); a roof top bar with kitchen (bar food to be available) with views of O'Hare Airport and underground parking for occupants of each residential unit pursuant to Village Code parking requirements. Architectural renderings shall be submitted by Developer to Village at time of delivery of executed Letter of Intent.

Purchase Price: \$100,000.00 at the Closing paid in cash (the "Purchase Price"). The Developer shall deposit the Purchase Price in cash with the Village on the Effective Date of this LOI. No interest shall be provided by the Village. The Developer shall have the right, for any reason, to receive a full refund of the Purchase Price within the first ninety (90) days of the Due Diligence Period. On the ninety-first (91st) day of the Due Diligence Period \$25,000.00 of the Purchase Price shall become non-refundable. The remainder of the Purchase Price, \$75,000.00, shall become non-refundable on the one-hundred and eightieth (180th) day of the Due Diligence Period.

Due Diligence Period: During the Term the Developer shall have one hundred and eighty (180) days starting on the Effective Date of this LOI (the "*Due Diligence Period*") to conduct and complete its due diligence research, secure under contract adjacent parcels to expand the Project and support an increase in the number of units within the Unit Range, and such investigations to undertake the acquisition of the Parcel and development of the Project, including but not limited to environmental studies and soil testing; marketable and insurable title and surveys; zoning and preliminary building site plan submissions and approvals and proof of all marketing and financing for the Project. Developer shall submit proof of construction financing, a development pro forma and market study before the expiration of the Due Diligence Period.

Entitlement Period: At the expiration of the Due Diligence Period, the Developer shall have an additional ninety (90) days (the "*Entitlement Period*") to complete the submission of all necessary documents to governmental bodies or agencies required to complete the Project.

Expenses: Developer shall be responsible for any and all of its fees, costs or expenses as well as any and all of its advisors, consultants,

engineers, financiers and attorneys that are directly or indirectly related to this LOI, the Agreement or Project. Under no circumstances shall Developer seek reimbursement from the Village for any such cost or expense, related to this LOI, the Agreement or the Project.

Document Access: Immediately after the Effective Date, the Developer and its advisors and consultants will have access during normal business hours to all documents pertaining to the Parcel and within the Village's control. However, Village shall not guarantee accuracy or completeness of any such document provided to the Developer.

Assignment: Developer shall not assign or otherwise transfer all or any part of this LOI or the Agreement.

Agreement: The Parties shall use reasonably good faith efforts to enter into an Agreement containing terms and conditions acceptable to both Parties no later than the expiration of the Due Diligence Period. It is the intent of the Parties that the terms of this LOI will be incorporated into the Agreement. The Agreement shall be subject to approval by the Corporate Authorities of the Village, in its sole discretion. If the Parties fail to enter into an Agreement no liability shall be incurred by any Party. The Developer covenants and agrees to not challenge the Village's unilateral right to retain the Purchase Price, or portion thereof, as herein provided, even if the Parties fail to enter into an Agreement at the termination of the Due Diligence Period.

Developer acknowledges that except for the Purchase Price, it shall not seek any financial incentive from the Village. Developer further acknowledges that it is and will be required under the Agreement to commit to the following: a) apply for all building permits for the Project within the Entitlement Period; b) acquire the Parcel within ten (10) days after the expiration date of the Entitlement Period or the issuance of building permits by the Village, whichever is latest in time (the "Closing"); c) commence construction of the Project within thirty (30) days after the conveyance of the Property; d) complete the Project within twenty-four (24) months from the date of issuance of building permits; e) in the event of default by the Developer "claw back", "liquidated damages" and "personal guarantee" provisions will be required in the Agreement.

Confidentiality: Developer shall keep all negotiations as well as any documents pertaining to the Parcel confidential and agrees to not disclose to anyone other than respective advisors, internal staff and necessary third parties, such as engineers or architects. No press or other

publicity release or statement will be issued by the Developer concerning this LOI or any proposed transaction without the written consent of the Village.

Developer's Documents:

Developer agrees to provide the Village a copy of all its documents, materials and reports acquired or prepared by the Developer pertaining to the Property on or before the conclusion of the Term of this LOI.

Governing Law:

This LOI shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit or action under this LOI, the Parties agree to submit to the jurisdiction of the County of DuPage, the State of Illinois or the United States District Court for the Northern District of Illinois.

Commission:

The Parties agree and acknowledge that no broker or agent is involved in this transaction.

Effective Date:

The date of execution by the Village shall be deemed the Effective Date of this LOI.

Term:

This LOI shall terminate one hundred and eighty (180) days from the Effective Date or the effective date of an Agreement between the Parties for the Project. Calculation of any time period shall start with and include the day of the Effective Date.

The Parties further agree that (a) no Party has any reasonable expectations that the transaction contemplated herein will be consummated prior to entering into an Agreement; and (b) no Party is intending to cause the other to rely on its action, inaction, or statement made (or not made) during negotiations of an Agreement. In the event of any discrepancies between this LOI and the Agreement, the terms and conditions of the Agreement will control.

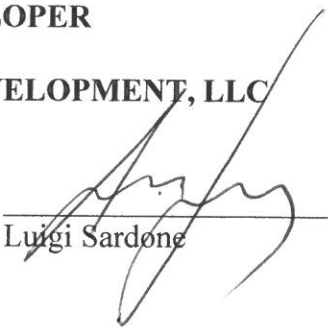
This LOI is solely intended as a proposal of the basic understanding for the development and conveyance of the Parcel, and it is understood and agreed that the Parties are under no binding obligation until an Agreement is executed, except for retainage of the portion of the Purchase Price, as herein provided. The Parties shall have the unilateral right to terminate negotiations at any time during the Due Diligence Period.

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AGREED TO:

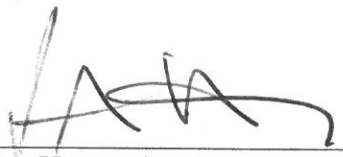
DEVELOPER

LVDEVELOPMENT, LLC

By: 
Luigi Sardone

Its: Manager

Date: May 11, 2020

By: 
Victor Hernandez

Its: Manager

Date: May 11, 2020

AGREED TO:

VILLAGE

By: _____
Evan K. Summers

Its: Village Manager

Date: _____

May 11, 2020

Mr. Evan Summers
Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

**Re: Letter of Intent for Proposed Development at Main and Center Streets,
Bensenville, Illinois**

Dear Manager Summers:

This Letter of Intent (the “LOI”) sets out the key terms upon which Luigi Sardone, Victor Hernandez and LV Development, LLC (collectively the “Developer”) will purchase and develop the Parcel from the Village of Bensenville, Illinois (the “Village”). The Developer and Village shall also be referred to as the “Parties”.

The terms herein are not comprehensive and additional terms will be incorporated into a development agreement to be negotiated between the Parties, in accordance with the Tax Increment Allocation Redevelopment Act and other applicable requirements and procedures (the “Agreement”). The key terms are as follows:

- Purchaser:** Luigi Sardone, Victor Hernandez and LV Development, LLC
- Seller:** Village of Bensenville, Illinois
- Property:** Undeveloped or underdeveloped parcels of property located at the northwest corner of Main Street and North Center Street, identified by permanent index numbers (PINs) 03-14-215-014, 03-14-215-015, 06-14-215-019 and 03-14-402-002, and the surface parking lot on the east side of North Center Street identified by permanent index numbers (PINs) 03-14-216-005 and 03-14-216-006 (collectively the “Parcel”).
- Purpose:** Provide Developer with a specific time period to perform due diligence, actively work toward site plan renderings, draft building details and demonstrate proof of financing for the Project on the Parcel during the Term of this LOI. Provide Village with opportunity to review Developer’s Project on the Parcel. To allow Parties to undertake good faith efforts to negotiate Agreement before the expiration of the Term of this LOI.

- Project:** A multi-story, mixed use commercial and residential structure containing ground floor retail which shall include a full service restaurant; approximately eighty (80) residential apartment/condominium units on the Property but no more than a total of two hundred and twenty (220) residential apartment/condominium units if adjacent parcels to the Property are acquired by the Developer for the Project (the “Unit Range”); a roof top bar with kitchen (bar food to be available) with views of O’Hare Airport and underground parking for occupants of each residential unit pursuant to Village Code parking requirements. Architectural renderings shall be submitted by Developer to Village at time of delivery of executed Letter of Intent.
- Purchase Price:** \$100,000.00 at the Closing paid in cash (the “Purchase Price”). The Developer shall deposit the Purchase Price in cash with the Village on the Effective Date of this LOI. No interest shall be provided by the Village. The Developer shall have the right, for any reason, to receive a full refund of the Purchase Price within the first ninety (90) days of the Due Diligence Period. On the ninety-first (91st) day of the Due Diligence Period \$25,000.00 of the Purchase Price shall become non-refundable. The remainder of the Purchase Price, \$75,000.00, shall become non-refundable on the one-hundred and eightieth (180th) day of the Due Diligence Period.
- Due Diligence Period:** During the Term the Developer shall have one hundred and eighty (180) days starting on the Effective Date of this LOI (the “*Due Diligence Period*”) to conduct and complete its due diligence research, secure under contract adjacent parcels to expand the Project and support an increase in the number of units within the Unit Range, and such investigations to undertake the acquisition of the Parcel and development of the Project, including but not limited to environmental studies and soil testing; marketable and insurable title and surveys; zoning and preliminary building site plan submissions and approvals and proof of all marketing and financing for the Project. Developer shall submit proof of construction financing, a development pro forma and market study before the expiration of the Due Diligence Period.
- Entitlement Period:** At the expiration of the Due Diligence Period, the Developer shall have an additional ninety (90) days (the “*Entitlement Period*”) to complete the submission of all necessary documents to governmental bodies or agencies required to complete the Project.
- Expenses:** Developer shall be responsible for any and all of its fees, costs or expenses as well as any and all of its advisors, consultants,

engineers, financiers and attorneys that are directly or indirectly related to this LOI, the Agreement or Project. Under no circumstances shall Developer seek reimbursement from the Village for any such cost or expense, related to this LOI, the Agreement or the Project.

Document Access: Immediately after the Effective Date, the Developer and its advisors and consultants will have access during normal business hours to all documents pertaining to the Parcel and within the Village's control. However, Village shall not guarantee accuracy or completeness of any such document provided to the Developer.

Assignment: Developer shall not assign or otherwise transfer all or any part of this LOI or the Agreement.

Agreement: The Parties shall use reasonably good faith efforts to enter into an Agreement containing terms and conditions acceptable to both Parties no later than the expiration of the Due Diligence Period. It is the intent of the Parties that the terms of this LOI will be incorporated into the Agreement. The Agreement shall be subject to approval by the Corporate Authorities of the Village, in its sole discretion. If the Parties fail to enter into an Agreement no liability shall be incurred by any Party. The Developer covenants and agrees to not challenge the Village's unilateral right to retain the Purchase Price, or portion thereof, as herein provided, even if the Parties fail to enter into an Agreement at the termination of the Due Diligence Period.

Developer acknowledges that except for the Purchase Price, it shall not seek any financial incentive from the Village. Developer further acknowledges that it is and will be required under the Agreement to commit to the following: a) apply for all building permits for the Project within the Entitlement Period; b) acquire the Parcel within ten (10) days after the expiration date of the Entitlement Period or the issuance of building permits by the Village, whichever is latest in time (the "Closing"); c) commence construction of the Project within thirty (30) days after the conveyance of the Property; d) complete the Project within twenty-four (24) months from the date of issuance of building permits; e) in the event of default by the Developer "claw back", "liquidated damages" and "personal guarantee" provisions will be required in the Agreement.

Confidentiality: Developer shall keep all negotiations as well as any documents pertaining to the Parcel confidential and agrees to not disclose to anyone other than respective advisors, internal staff and necessary third parties, such as engineers or architects. No press or other

publicity release or statement will be issued by the Developer concerning this LOI or any proposed transaction without the written consent of the Village.

Developer's Documents:

Developer agrees to provide the Village a copy of all its documents, materials and reports acquired or prepared by the Developer pertaining to the Property on or before the conclusion of the Term of this LOI.

Governing Law:

This LOI shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit or action under this LOI, the Parties agree to submit to the jurisdiction of the County of DuPage, the State of Illinois or the United States District Court for the Northern District of Illinois.

Commission:

The Parties agree and acknowledge that no broker or agent is involved in this transaction.

Effective Date:

The date of execution by the Village shall be deemed the Effective Date of this LOI.

Term:

This LOI shall terminate one hundred and eighty (180) days from the Effective Date or the effective date of an Agreement between the Parties for the Project. Calculation of any time period shall start with and include the day of the Effective Date.

The Parties further agree that (a) no Party has any reasonable expectations that the transaction contemplated herein will be consummated prior to entering into an Agreement; and (b) no Party is intending to cause the other to rely on its action, inaction, or statement made (or not made) during negotiations of an Agreement. In the event of any discrepancies between this LOI and the Agreement, the terms and conditions of the Agreement will control.

This LOI is solely intended as a proposal of the basic understanding for the development and conveyance of the Parcel, and it is understood and agreed that the Parties are under no binding obligation until an Agreement is executed, except for retainage of the portion of the Purchase Price, as herein provided. The Parties shall have the unilateral right to terminate negotiations at any time during the Due Diligence Period.

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AGREED TO:

DEVELOPER

LVDEVELOPMENT, LLC

By:


Luigi Sardone

Its: Manager

Date:

May 11, 2020

By:


Victor Hernandez

Its: Manager

Date:

May 11, 2020

AGREED TO:

VILLAGE

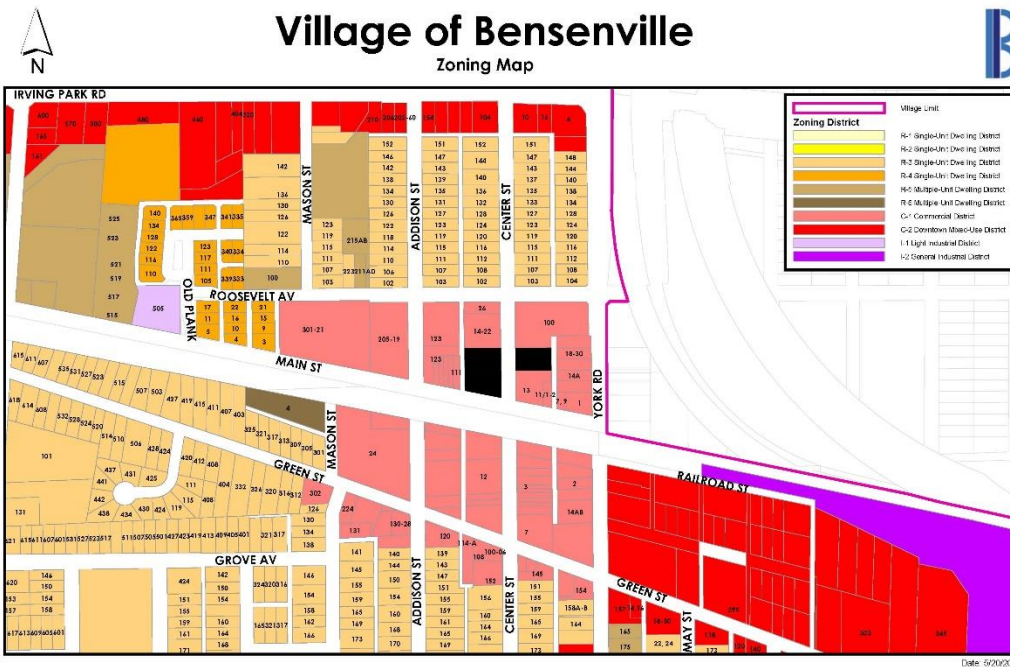
By:

Evan K. Summers

Its: Village Manager

Date:

101 West Main Street LV Development LLC Letter of Intent / Redevelopment Proposal



TYPE:Ordinance**SUBMITTED BY:**Julie McManus**DEPARTMENT:**Finance**DATE:**May 26, 2020**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, Establishing Rights and Responsibilities Related to Locally Imposed and Administered Taxes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☒*Financially Sound Village*☐*Enrich the lives of Residents*

X

*Quality Customer Oriented Services**Major Business/Corporate Center**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

None.

DATE:

None.

BACKGROUND:

The State of Illinois passed the Local Government Taxpayers' Bill of Rights Act in 2001. This Act set out certain requirements for local governments to follow to protect the rights of individuals or businesses subject to local taxes such as the Village's Hotel Tax. Staff is currently proposing changes to its procedures surrounding the collection of these taxes and is recommending adoption of a Taxpayer Bill of Rights Ordinance to adopt the requirements of the State Act.

KEY ISSUES:

The Ordinance presented brings the Village into compliance with the State's Act, as well adds provisions for the fair and responsible collection of local taxes, as follows:

- Provides for appeal procedures for taxpayers to formally challenge the validity of taxes assessed.
- Sets standard interest and penalty rates.
- Provides fair process for notification of taxes due.
- Provides for a statute of limitations for collection of taxes.
- Provides protection to taxpayers against illegitimate liens.
- Clarifies procedures for audits of taxpayer's records.

ALTERNATIVES:

At the discretion of the Board of Trustees.

RECOMMENDATION:

Staff recommends the adoption of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, Establishing Rights and Responsibilities Related to Locally Imposed and Administered Taxes.

BUDGET IMPACT:

None.

ACTION REQUIRED:

Adopt the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, Establishing Rights and Responsibilities Related to Locally Imposed and Administered Taxes.

ATTACHMENTS:DescriptionUpload DateType

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS, ESTABLISHING RIGHTS AND RESPONSIBILITIES
RELATED TO LOCALLY IMPOSED AND ADMINISTERED TAXES AND
AMENDING CHAPTER 3, TITLE 16 OF THE VILLAGE CODE**

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

WHEREAS, the State of Illinois pursuant to the Local Government Taxpayers' Bill of Rights Act, 50 ILCS 45/1 *et seq.*, has determined it reasonable and necessary to create the Local Government Taxpayers' Bill of Rights Act; and

WHEREAS, the Local Government Taxpayers' Bill of Rights Act requires the Village to adopt tax processes and procedures to provide all necessary due process rights to a taxpayer in the collection and enforcement of local tax laws; and

WHEREAS, the Village has determined it reasonable and necessary to establish certain procedures in regard to locally imposed and administered taxes, and make corresponding amendments to Title 3, Chapter 16 of the Village Code.

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

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

Section 2. The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

Section 3. Title 3 ("*Business Regulations*") of the Bensenville Village Code, is hereby amended by adding the following new Chapter to read, as follows:

CHAPTER 22: TAXPAYER BILL OF RIGHTS

3-22-1: TITLE AND SCOPE:

- A. Title. This Chapter shall be known as, and may be cited as, the "Locally Imposed and Administered Tax Rights and Responsibility Ordinance."
- B. Scope. The provisions of this Chapter shall apply to the Village's procedures in connection with all of the Village's locally imposed and administered taxes.

3-22-2: DEFINITIONS:

Certain words or terms herein shall have the meaning ascribed to them as follows:

ACT means the "Local Government Taxpayers' Bill of Rights Act."

CORPORATE AUTHORITIES means the Village President and Board of Trustees.

LOCALLY IMPOSED AND ADMINISTERED TAX or TAX means each tax imposed by the Village that is collected or administered by the Village not an agency or department of the State. It does not include any taxes imposed upon real property under the Property Tax Code or fees collected by the Village other than infrastructure maintenance fees.

LOCAL TAX ADMINISTRATOR, the Village Finance Director is charged with the administration and collection of the locally imposed and administered taxes, including staff, employees or agents to the extent they are authorized by the local tax administrator to act in the local tax administrator's stead. The local tax administrator shall have the authority to implement the terms of this Chapter to give full effect to this Chapter. The exercise of such authority by the local tax administrator shall not be inconsistent with this Chapter and the Act.

VILLAGE means the Village of Bensenville, Illinois.

NOTICE means each audit notice, collection notice or other similar notice or communication in connection with each of the Village's locally imposed and administered taxes.

TAX ORDINANCE means each ordinance adopted by the Village that imposes any locally imposed and administered tax.

TAXPAYER means any person required to pay any locally imposed and administered tax and generally includes the person upon whom the legal incidence of such tax is placed and with respect to consumer taxes includes the business or entity required to collect and pay the locally imposed and administered tax to the Village.

3-22-3: NOTICES:

Unless otherwise provided, whenever notice is required to be given, the notice is to be in writing mailed not less than seven (7) calendar days prior to the day fixed for any applicable hearing, audit or other scheduled act of the local tax administrator. The notice shall be sent by the local tax administrator as follows:

1. First class or express mail, or overnight mail, addressed to the persons concerned at the persons' last known address; or
2. Personal service or delivery.

3-22-4: LATE PAYMENT:

Any notice, payment, remittance or other filing required to be made to the Village pursuant to any tax ordinance shall be considered late unless it is (a) physically received by the Village on or before the due date, or (b) received in an envelope or other container displaying a valid, readable U.S. Postmark dated on or before the due date, properly addressed to the Village, with adequate postage prepaid.

3-22-5: PAYMENT:

Any payment or remittance received for a tax period shall be applied in the following order: (1) first to the tax due for the applicable period; (2) second to the interest due for the applicable period; and (3) third to the penalty for the applicable period.

3-22-6: CERTAIN CREDITS AND REFUNDS:

- A. The Village shall not refund or credit any taxes voluntarily paid without written protest at the time of payment in the event that a locally imposed and administered tax is declared invalidly enacted or unconstitutional by a court of competent jurisdiction. However, a taxpayer shall not be deemed to have paid the tax voluntarily if the taxpayer lacked knowledge of the facts upon which to protest the taxes at the time of payment or if the taxpayer paid the taxes under duress.
- B. The statute of limitations on a claim for credit or refund shall be four (4) or less years after the end of the calendar year in which payment in error was made. The Village shall not grant a credit or refund of locally imposed and administered taxes, interest, or penalties to a person

who has not paid the amounts directly to the Village.

C. The procedure for claiming a credit or refund of locally imposed and administered taxes, interest or penalties paid in error shall be as follows:

1. The taxpayer shall submit to the local tax administrator in writing a claim for credit or refund together with a statement specifying:
 - a. the name of the locally imposed and administered tax subject to the claim;
 - b. the tax period for the locally imposed and administered tax subject to the claim;
 - c. the date of the tax payment subject to the claim and the cancelled check or receipt for the payment;
 - d. the taxpayer's recalculation, accompanied by an amended or revised tax return, in connection with the claim; and
 - e. a request for either a refund or a credit in connection with the claim to be applied to the amount of tax, interest and penalties overpaid, and, as applicable, related interest on the amount overpaid; provided, however, that there shall be no refund and only a credit given in the event the taxpayer owes any monies to the Village.
2. Within ten (10) days of the receipt by the local tax administrator of any claim for a refund or credit, the local tax administrator shall either:
 - a. grant the claim; or
 - b. deny the claim, in whole or in part, together with a statement as to the reason for the denial or the partial grant and denial.
3. In the event the local tax administrator grants, in whole or in part, a claim for refund or credit, the amount of the grant for refund or credit shall bear interest at the rate of 1% per annum, based on a year of three hundred sixty five (365) days and the number of days elapsed, from the date of the overpayment to the date of mailing of a refund check or the grant of a credit.

3-22-7: AUDIT PROCEDURE:

Any request for proposed audit pursuant to any local administered tax shall comply with the notice requirements of this Chapter.

A. Each notice of audit shall contain the following information:

1. the tax;

2. the time period of the audit; and
 3. a brief description of the books and records to be made available for the auditor.
- B. Any audit shall be conducted during normal business hours and if the date and time selected by the local tax administrator is not agreeable to the taxpayer, another date and time may be requested by the taxpayer within thirty (30) days after the originally designated audit and during normal business hours.
- C. The taxpayer may request an extension of time to have an audit conducted. The audit shall be conducted not less than seven (7) days nor more than thirty (30) days from the date the notice is given, unless the taxpayer and the local tax administrator agreed to some other convenient time. In the event taxpayer is unable to comply with the audit on the date in question, the taxpayer may request another date within the thirty (30) days, approved in writing, that is convenient to the taxpayer and the local tax administrator.
- D. Every taxpayer shall keep accurate books and records of the taxpayer's business or activities, including original source documents and books of entry denoting the transactions which had given rise or may have given rise to any tax liability, exemption or deduction. All books shall be kept in the English language and shall be subject to and available for inspection by the Village.
- E. It is the duty and responsibility of every taxpayer to make available its books and records for inspection by the Village. If the taxpayer or tax collector fails to provide the documents necessary for audit within the time provided, the local tax administrator may issue a tax determination and assessment based on the local tax administrator's determination of the best estimate of the taxpayer's tax liability.
- F. If an audit determines there has been an overpayment of a locally imposed and administered tax as a result of the audit, written notice of the amount of overpayment shall be given to the taxpayer within thirty (30) days of the Village's determination of the amount of overpayment.
- G. In the event a tax payment was submitted to the incorrect local governmental entity, the local tax administrator shall notify the local governmental entity imposing such tax.

3-22-8: APPEAL:

- A. The local tax administrator shall send written notice to a taxpayer upon the local tax administrator's issuance of a protestable notice of tax due, a bill, a claim denial, or a notice of claim reduction regarding any tax. The notice shall include the following information:
1. the reason for the assessment;
 2. the amount of the tax liability proposed;
 3. the procedure for appealing the assessment; and

4. the obligations of the Village during the audit, appeal, refund and collection process.
- B. A taxpayer who receives written notice from the local tax administrator of a determination of tax due or assessment may file with the local tax administrator a written protest and petition for hearing, setting forth the basis of the taxpayer's request for a hearing. The written protest and petition for hearing must be filed with the local tax administrator within forty-five (45) days of receipt of the written notice of the tax determination and assessment.
- C. If a timely written notice and petition for hearing is filed, the local tax administrator shall fix the time and place for hearing and shall give written notice to the taxpayer. The hearing shall be scheduled for a date within thirty (30) days of receipt of the written protest and petition for hearing, unless the taxpayer requests a later date convenient to all parties.
- D. If a written protest and petition for hearing is not filed within the forty-five (45) day period, the tax determination, audit or assessment shall become a final bill due and owing without further notice.
- E. Upon the showing of reasonable cause by the taxpayer and the full payment of the contested tax liability along with interest accrued as of the due date of the tax, the local tax administrator may reopen or extend the time for filing a written protest and petition for hearing. In no event shall the time for filing a written protest and petition for hearing be reopened or extended for more than ninety (90) days after the expiration of the forty-five (45) day period.

3-22-9: HEARING:

- A. Whenever a taxpayer or a tax collector has filed a timely written protest and petition for hearing under section 3-22-8, above, the local tax administrator shall conduct a hearing regarding any appeal.
- B. No continuances shall be granted except in cases where a continuance is absolutely necessary to protect the rights of the taxpayer. Lack of preparation shall not be grounds for a continuance. Any continuance granted shall not exceed fourteen (14) days.
- C. At the hearing the local tax administrator shall preside and shall hear testimony and accept any evidence relevant to the tax determination, audit or assessment. The strict rules of evidence applicable to judicial proceedings shall not apply.
- D. At the conclusion of the hearing, the local tax administrator shall make a written determination on the basis of the evidence presented at the hearing. The taxpayer or tax collector shall be provided with a copy of the written decision.

3-22-10: INTEREST AND PENALTIES:

In the event a determination has been made that a tax is due and owing, through audit, assessment or other bill sent, the tax must be paid within the time frame otherwise indicated.

- A. Interest. The Village hereby provides for the amount of interest to be assessed on a late payment, underpayment, or nonpayment of the tax, to be one-percent (1%) per month, based on a year of three hundred sixty-five (365) days and the number of days elapsed.
- B. Late Filing and Payment Penalties. If a tax return is not filed within the time and manner provided by the controlling tax ordinance, a late filing penalty of five percent (5%) of the amount of tax required to be shown as due on a return may be imposed, or a late payment penalty of five percent (5%) of the tax due may be imposed. If no return is filed within the time or manner provided by the controlling tax ordinance and prior to the Village issuing a notice of tax delinquency or notice of tax liability, then a failure to file penalty may be assessed in an amount not to exceed twenty-five percent (25%) of the total tax due for the applicable reporting period for which the return was required to be filed. A late filing or payment penalty shall not apply if a failure to file penalty is imposed by the controlling ordinance.

3-22-11: ABATEMENT:

The local tax administrator shall have the authority to waive or abate any late filing penalty, late payment penalty or failure to file penalty if the local tax administrator shall determine reasonable cause exists for delay or failure to make a filing.

3-22-12: INSTALLMENT CONTRACTS:

The Village may enter into an installment contract with the taxpayer for the payment of taxes under the controlling tax ordinance. The local tax administrator may not cancel any installment contract so entered unless the taxpayer fails to pay any amount due and owing. Upon written notice by the local tax administrator that the payment is thirty (30) days delinquent, the taxpayer shall have fourteen (14) working days to cure any delinquency. If the taxpayer fails to cure the delinquency within the fourteen (14) day period or fails to demonstrate good faith in restructuring the installment contract with the local administrator, the installment contract shall be canceled without further notice to the taxpayer.

3-22-13: STATUTE OF LIMITATIONS:

The Village, through the local tax administrator, shall review all tax returns in a prompt and timely manner and inform taxpayers of any amounts due and owing. The taxpayer shall have forty-five (45) days after receiving notice of the reviewed tax returns to make any request for refund or provide any tax still due and owing.

- A. No determination of tax due and owing may be issued more than four (4) years after the end of the calendar year for which the return for the applicable period was filed or for the calendar year in which the return for the applicable period was due, whichever occurs later.
- B. If any tax return is not filed or if during any four (4) year period for which a notice of tax determination or assessment may be issued by the Village, the tax paid was less than seventy five percent (75%) of the tax due, the statute of limitations shall be six (6) years maximum after the end of the calendar year in which return for the applicable period was due or end of

the calendar year in which the return for the applicable period was filed.

C. No statute of limitations shall not apply if a fraudulent tax return was filed by the taxpayer.

3-22-14: VOLUNTARY DISCLOSURE:

For any locally imposed and administered tax for which a taxpayer has not received a written notice of an audit, investigation, or assessment from the local tax administrator, a taxpayer is entitled to file an application with the local tax administrator for a voluntary disclosure of the tax due. A taxpayer filing a voluntary disclosure application must agree to pay the amount of tax due, along with interest of one percent (1%) per month, for all periods prior to the filing of the application but not more than four (4) years before the date of filing the application. A taxpayer filing a valid voluntary disclosure application may not be liable for any additional tax, interest, or penalty for any period before the date the application was filed. However, if the taxpayer incorrectly determined and underpaid the amount of tax due, the taxpayer is liable for the underpaid tax along with applicable interest on the underpaid tax, unless the underpayment was the result of fraud on the part of the taxpayer, in which case the application shall be deemed invalid and void. The payment of tax and interest must be made by no later than ninety (90) days after the filing of the voluntary disclosure application or the date agreed to by the local tax administrator. However, any additional amounts owed as a result of an underpayment of tax and interest previously paid under this Section must be paid within ninety days after a final determination and the exhaustion of all appeals of the additional amount owed or the date agreed to by the local tax administrator, whichever is longer.

3-22-15: PUBLICATION OF TAX ORDINANCE:

Any locally administered tax ordinance shall be published via normal or standard publishing requirements. The posting of a tax ordinance on the Internet shall satisfy the publication requirements. Copies of all tax ordinances shall be made available to the public upon request at the Village Clerk's office.

3-22-16: UNPAID TAXES:

The local tax administrator shall establish an internal review procedure regarding any liens filed against any taxpayers for unpaid taxes. Upon a determination by the local tax administrator that the lien is valid, the lien shall remain in full force and effect. If the lien is determined to be improper, the local tax administrator shall:

1. timely remove the lien at the Village's expense;
- 2.. correct the taxpayer's credit record; and
3. correct any public disclosure of the improperly imposed lien.

3-22-17: APPLICATION:

This Chapter shall be liberally construed and administered to supplement all of the Village's tax ordinances. To the extent that any tax ordinance is in conflict with or inconsistent with this Chapter, this Chapter shall be controlling.

3-22-18: SEVERABILITY:

If any section, paragraph or provision of this Chapter shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Chapter.

Section 4. Section 3-16-4 ("*Quarterly Returned Filed*") of Chapter 16 ("*Municipal Hotel Tax*") of Title 3 ("*Business Regulations*") of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-16-4: QUARTERLY RETURN FILED:

Every operator shall file quarterly with the ~~Director of Management Services~~ Village Finance Director a return of occupancy and of rents and of the taxes payable thereon on forms prescribed by the ~~Director of Management Services~~ Village Finance Director and consistent with returns required under the Hotel Operators' Occupation Tax Act, 35 Illinois Compiled Statutes 145/1 et seq. The return shall be due on or before the fifteenth day of the calendar month succeeding the end of the quarterly filing period. A separate return shall be filed for each place of business within the Village regardless of ownership.

The first taxing period for the purpose of this Chapter shall commence on May 1, 1987 and the tax return and payment for such period shall be due on or before August 15, 1987. Thereafter, reporting periods and tax payments shall be in accordance with the provisions of this Chapter. At the time of filing such tax returns, the operator shall pay the full amount of all tax due hereunder.

If for any reason any tax is not paid when due, ~~a penalty at the rate of one percent (1%) per thirty (30) day period or portion thereof from the date of delinquency shall be added and collected. In addition, a penalty of ten percent (10%) of the tax and interest due shall be assessed and collected~~ a late payment penalty of five percent (5%) of the tax due may be imposed against any hotel or motel owner, operator or licensee who shall fail to collect and remit the tax imposed by this Section. In addition, interest may be assessed on a late payment, underpayment, or nonpayment of the tax at one-percent (1%) per month, based on a year of three hundred sixty-five (365) days and the number of days elapsed. In the alternative to a late payment penalty, the Village may assess late filing penalties or failure to file penalties pursuant to Section 3-22-10(B).

Section 5. Title 3, Chapter 16 of the Village Code is further amended by deleting the phrase “Director of Management Services” and substituting “Village Finance Director” in its stead.

Section 6. If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2020, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:

Resolution

SUBMITTED BY:

Joe Caracci

DEPARTMENT:

Public Works

DATE:

May 26, 2020

DESCRIPTION:

Resolution Authorizing the Execution of a Contract with Utility Dynamics, Inc. for 2019 CDBG Annual Residential Streetlight Project in the Amount Not-to-Exceed \$244,045.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The 2011 Citizen Survey identified Residential Street Lighting a desire of the community. Residential street lights are designed to be decorative and provide ambient lighting to our neighborhoods to provide a sense of safety and aesthetics. These streetlights are intended to provide a dimming effect to our sidewalks. Our goal is to provide residential lighting within all our neighborhoods.

Spacing of lights is anticipated to be around 150 feet and alternating sides of the street. The Village has successfully completed Annual Residential Streetlight project in 2015 and 2016. In 2015, the Village installed 27 lights for approximately \$237,000 while in 2016, the Village installed 22 lights for approximately \$200,000. Both of these projects were kind-of on-site design-build projects.

In 2017, in an effort to increase the number of lights installed per year, the Village submitted an application for obtaining DuPage County Community Development Block Grant (CDBG) funds for the 2017 Annual Residential Streetlight Project. The Village was successful in receiving the CDBG funding in 2017, which resulted in installation of 39 streetlights. In 2018, the Village applied for and received CDBG funds in the amount of \$200,000 for similar project and installed 47 lights.

The CDBG program is generally a 75/25 split with a maximum cap of \$400,000 per project. The Village's 50% of the total project costs (or \$200,000) has been requested through the CDBG program. The Village again applied for CDBG funding for the 2019 streetlight project and was successfully recommended for \$200,000 in funding. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. The Village applied for and has been recommended for CDBG funding in the amount of \$200,000 for this project. The 2019 project includes installation of approximately 34 streetlights.

KEY ISSUES:

Due to change in low-moderate income area population for the project location, the Village had to perform an additional income survey of the area after the funding was recommend. This exercise was necessary to prove the area still qualifies for CDBG funding. The Village staff successfully performed the income survey. In addition to the funding delay, the income survey requirement cause further delays to get the project out for bid.

Initially, the 2019 Annual Residential Streetlight Project - CDBG was advertised on February 20, 2020 with a bid opening on March 5, 2020. The Village only received one (1) bid for the project at that time from Utility Dynamics, Inc in the amount of \$248,815.00.

Although the only bid received for the project was very attractive from the same contractor who has performed this project in the last three years, due to the federal funding involved with the project, the Code of federal Regulation (2 CFR 200.320) requires "Two or more responsible bidders are willing and able to compete effectively for the business." As such, the Village has to reject all bids and re-advertise for this project. Staff made a failed attempt to convince the County to move forward with the award due to the very attractive pricing and distributing the savings to fund other CDBG projects.

The project was re-advertised for bids on April 23, 2020 with a bid opening on May 7, 2020. The Village received two (2) bids this time around of which the results are tabulated below.

COMPANY	BID RESULTS
Utility Dynamics, Inc	\$244,045.00
Home Towne Electric	\$920,767.10
Engineer's Estimate	\$296,870.00

Per CDBG agreement, staff has until Feb 28, 2021 to expended all funds and request reimbursement for the project.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the 2019 CDBG Annual Residential Streetlight Project contract with Utility Dynamics, Inc as the lowest responsible bidder.

BUDGET IMPACT:

In 2020, the Village has budgeted \$200,000 for the Annual Residential Streetlight Project. The Village is responsible for the 50% of the total construction costs.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Utility Dynamics, Inc. for 2019 CDBG Annual Residential Streetlight Project in the amount not-to-exceed \$244,045.00.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/14/2020	Resolution Letter
Location Map	5/14/2020	Backup Material
bid tab	5/14/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT
WITH UTILITY DYNAMICS, INC FOR THE
2019 CDBG ANNUAL RESIDENTIAL STREET LIGHT PROGRAM IN THE
AMOUNT NOT-TO-EXCEED \$244,045.00**

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

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

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

WHEREAS the Village completed a Residential Street Light Program in 2015, 2016, 2017 as well as 2018; and

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

WHEREAS the Village has received the CDBG funding in the amount of \$200,000.00 for the 2019 Annual Residential Streetlight project; and

WHEREAS some project delay has occurred due to funding delay as well as additional requirement to perform an income survey of the project area; and

WHEREAS this project was advertised on February 20, 2020 with a bid opening on March 5, 2020; and

WHEREAS only one bid was received for this project on March 5, 2020; and

WHEREAS for federally funded project, per the Code of Federal Regulation (2 CFR 200.320) two or more responsible bidders are willing and able to compete effectively for the business; and

WHEREAS the Village had to reject all bids and re-advertise for the project; and

WHEREAS this project was re-advertised on April 23, 2020 with a bid opening on May 7, 2020; and

WHEREAS Utility Dynamics, Inc of Oswego, Illinois submitted the lowest responsible bid for this project in the amount of \$244,045.00

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an execution of a contract with Utility Dynamics, Inc for the 2019 CDBG Annual Residential Streetlight Project in the not to exceed amount of \$244,045.00.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 26th day of May 2020.

APPROVED:

Frank DeSimone
Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

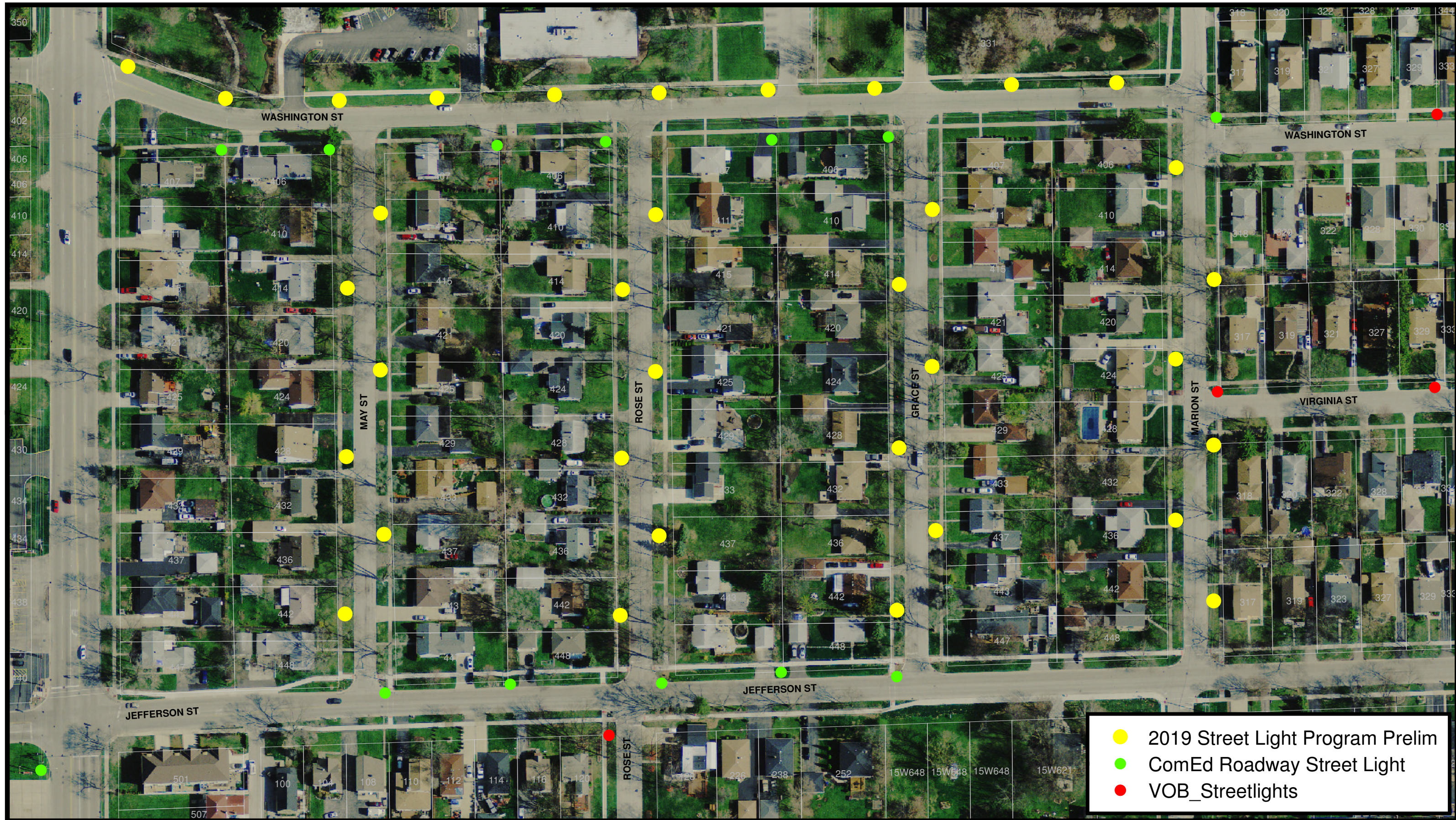
NAYS: _____

ABSENT: _____



Village of Bensenville

2019 Residential Street Light Program Preliminary



- 2019 Street Light Program Prelim
- ComEd Roadway Street Light
- VOB_Streetlights



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

May 8, 2020

Mr. Joseph Caracci , P.E.
Director of Public Works
Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

Re: Village of Bensenville
2019 Residential Street Lighting Project
Recommendation of Award

Dear Mr. Caracci:

On May 7, 2020 at 11:00 A.M., the Village of Bensenville received and opened two (2) proposals submitted for the **2019 Residential Street Lighting Project**. All opened bids contained a proposal bid bond in the required amount of 10% of the total bid. Attached is a Summary of Bids listing each pay item, the unit price bid and the total cost from each bidder. We have examined each proposal and found a calculation error in one (1) of the bids.

Two (2) bidders submitted proposals for the following amounts:

1) Utility Dynamics Corporation	\$244,045.00	
2) Home Towne Electric, Inc.	\$920,767.10	(As Read = \$920,747.10)

The lowest bid was submitted by Utility Dynamics Corporation of Oswego, Illinois. Their proposal in the amount of \$244,045.00 is 17.8% less than our engineer's estimate of \$296,870.00. The largest items contributing to the decrease were:

• Light Pole, Aluminum, 12 FT (Item #14)	\$37,400.00
• Light Pole Foundation, Metal, 10" Bolt Circle, 6 5/8"X6' (Item #19)	\$16,150.00
• Underground Conduit, Coilable Nonmetallic, 1-1/2" Dia (Item #11)	\$4,730.00
• Underground Conduit, PVC, 3" Dia (Item #10)	\$2,505.00

In accordance with the Bid Documents, Utility Dynamics Corporation has submitted their IDOT Certificate of Eligibility and Bid Bond. The Certificate of Eligibility indicates that they are qualified to be awarded the project. Utility Dynamics Corporation has also submitted the Affidavit of Availability that verifies that they have the available, uncommitted, resources to complete the work.

Our firm has personal experience working with Utility Dynamics Corporation on projects of similar scope and has found them to be a capable contractor. Based on our review of the bid package and our experience working with them, it is our opinion that Utility Dynamics Corporation is qualified to perform the work.

This review concludes that the low bid of \$244,045.00 from Utility Dynamics Corporation is reasonable and responsible. Therefore, it is our recommendation that the contract for the construction of the 2019 Residential Street Lighting Project be awarded to Utility Dynamics Corporation of Oswego in the amount of \$244,045.00.

If you should have any questions concerning our review of the proposals, please contact us at (630) 719-7570.

Sincerely,
JAMES J. BENES AND ASSOCIATES, INC.



By: Bradley D. Hargett
PE(wi) • PLS(IL) • CFM
Vice President

Cc: Project File

Attachment

VILLAGE OF BENSENVILLE: 2020 RESIDENTIAL STREET LIGHTING PROJECT
JOB NO. 1594

BID TABULATION SHEET

BIDS OPENED: MAY 7, 2020 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		UTILITY DYNAMICS CORPORATION		HOME TOWNE ELECTRIC, INC.		LOW BID COMPARISON	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	60	\$70.00	\$4,200.00	\$50.00	\$3,000.00	\$550.00	\$33,000.00	(\$20.00)	(\$1,200.00)
2	CONTAMINATED WASTE DISPOSAL	CU YD	20	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$12,111.00	\$242,220.00	\$0.00	\$0.00
3	SEEDING CLASS 1 (SPECIAL)	SQ YD	1,000	\$9.00	\$9,000.00	\$20.00	\$20,000.00	\$14.90	\$14,900.00	\$11.00	\$11,000.00
4	PROTECTIVE COAT	SQ YD	22	\$10.00	\$220.00	\$10.00	\$220.00	\$0.10	\$2.20	\$0.00	\$0.00
5	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	200	\$15.00	\$3,000.00	\$12.00	\$2,400.00	\$31.10	\$6,220.00	(\$3.00)	(\$600.00)
6	SIDEWALK REMOVAL	SQ FT	200	\$6.00	\$1,200.00	\$3.00	\$600.00	\$11.00	\$2,200.00	(\$3.00)	(\$600.00)
7	ELECTRIC SERVICE INSTALLATION	EACH	1	\$2,000.00	\$2,000.00	\$800.00	\$800.00	\$13,889.00	\$13,889.00	(\$1,200.00)	(\$1,200.00)
8	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
9	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	105	\$20.00	\$2,100.00	\$17.00	\$1,785.00	\$30.10	\$3,160.50	(\$3.00)	(\$315.00)
10	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	501	\$20.00	\$10,020.00	\$15.00	\$7,515.00	\$40.90	\$20,490.90	(\$5.00)	(\$2,505.00)
11	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	4,730	\$10.00	\$47,300.00	\$9.00	\$42,570.00	\$30.40	\$143,792.00	(\$1.00)	(\$4,730.00)
12	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	16,600	\$1.00	\$16,600.00	\$1.00	\$16,600.00	\$4.10	\$68,060.00	\$0.00	\$0.00
13	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	315	\$2.00	\$630.00	\$3.00	\$945.00	\$3.50	\$1,102.50	\$1.00	\$315.00
14	LIGHT POLE, ALUMINUM, 12 FT. M.H. WITH 1-60W LED ORNAMENTAL FIXTURE	EACH	34	\$4,000.00	\$136,000.00	\$2,900.00	\$98,600.00	\$5,581.00	\$189,754.00	(\$1,100.00)	(\$37,400.00)
15	LIGHTING CONTROLLER, PEDESTAL MOUNTED, 240VOLT, 100AMP	EACH	1	\$6,500.00	\$6,500.00	\$10,500.00	\$10,500.00	\$28,230.00	\$28,230.00	\$4,000.00	\$4,000.00
16	CONSTRUCTION LAYOUT	L SUM	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$18,625.00	\$18,625.00	\$1,000.00	\$1,000.00
17	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	16	\$600.00	\$9,600.00	\$460.00	\$7,360.00	\$1,115.00	\$17,840.00	(\$140.00)	(\$2,240.00)
18	LIGHTING CONTROLLER FOUNDATION	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$19,515.00	\$19,515.00	\$0.00	\$0.00
19	LIGHT POLE FOUNDATION, METAL, 10" BOLT CIRCLE, 6 5/8" X 6'	EACH	34	\$1,000.00	\$34,000.00	\$525.00	\$17,850.00	\$2,679.00	\$91,086.00	(\$475.00)	(\$16,150.00)
20	FUNDING SIGN	EACH	2	\$1,500.00	\$3,000.00	\$400.00	\$800.00	\$1,340.00	\$2,680.00	(\$1,100.00)	(\$2,200.00)
TOTAL:					\$296,870.00						
(1) BIDDER'S HAND ENTERED TOTAL BID						(1)	\$244,045.00	(1)	\$920,747.10		
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2)	\$244,045.00	(2)	\$920,767.10		
(3) DIFFERENCE IN BID SUMMATIONS:						(3)	\$0.00	(3)	\$20.00		
(4) ACTUAL ENTERED BID:						(4)	\$244,045.00	(4)	\$920,767.10		

1) An error occurred in the summation of total cost.

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 26, 2020**DESCRIPTION:**

Resolution Authorizing the Execution of an Engineering Service Agreement with James J. Benes and Associates, Inc. (JJB) for the 2019 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$17,083.00

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:

N/A

DATE:

N/A

BACKGROUND:

The 2011 Citizen Survey identified Residential Street Lighting a desire of the community. Residential street lights are designed to be decorative and provide ambient lighting to our neighborhoods to provide a sense of safety and aesthetics. These street lights are intended to provide a dimming effect to our sidewalks. Our goal is to provide residential lighting within all our neighborhoods.

Spacing of lights is anticipated to be around 150 feet and alternating sides of the street. The Village has successfully completed Annual Residential Streetlight project in 2015, 2016, 2017 and 2018. In 2015, the Village installed 27 lights for approximately \$237,000 while in 2016, the Village installed 22 lights for approximately \$200,000. Both of these projects were kind-of on-site design-build projects.

In 2017, the Village applied for and received CDBG funds in the amount of \$199,135 for similar project and installed 39 lights for a cost of \$318,000 including engineering. In 2018, the Village applied for and received CDBG funds in the amount of \$200,000 for similar project and installed 47 lights for a cost of \$355,000 including engineering.

The 2019 project involves installation of 37 residential streetlights along E Washington St (York Rd to Marion St); May St-Rose St-Grace St and Marion St (Jefferson St to E Washington St). The project was initially slated for 2019 construction season but due to delay in receiving the CDBG funding as well as the requirement to conduct additional income surveys, the project will now be constructed in 2020.

KEY ISSUES:

In 2017, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. JJB is one of the short listed firms to provide design engineering services. Although JJB isn't a short-listed firm for construction engineering services with the Village, they do provide such services for other municipalities. The staff feels they are better suited to provide part-time inspection on this project because they have put together the design for this project. The project is small in nature and does not require full time inspection.

JJB's scope of work will include part time site inspection, CDBG reporting, documentation of quantities, prepare pay estimates, verify layout and project closing.

JJB's original proposed work effort and fee total was in the amount of \$19,202.00. After negotiations, the proposal has been revised to \$17,083.00, resulting in the savings of \$2,119. These not-to-exceed fees equate to 7% of the \$244,045 bid costs for these projects. The 7% Resident engineering costs are below the typical 8-10% range.

ALTERNATIVES:

Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of an Engineering Service Agreement with James J. Benes and Associates, Inc. (JJB) for the 2019 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$17,083.00.

BUDGET IMPACT:

In 2020, the Village has budgeted \$20,000 for the 2019 Annual Residential Streetlight Project construction engineering services. Account 31080810-536515

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Engineering Service Agreement with James J. Benes and Associates, Inc. (JJB) for the 2019 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$17,083.00.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	5/14/2020	Resolution Letter
Location Map	5/14/2020	Backup Material
Proposal - Revised	5/14/2020	Backup Material
Proposal - Draft	5/14/2020	Backup Material

RESOLUTION NO.

**AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES
AGREEMENT WITH JAMES J. BENES AND ASSOCIATES FOR
THE 2019 CDBG ANNUAL RESIDENTIAL PROJECT
IN THE NOT-TO-EXCEED AMOUNT OF \$17,083.00**

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

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

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

WHEREAS the Village completed a Residential Street Light Program in 2015 2016, 2017 and 2018; and

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

WHEREAS the Village has received CDBG funds for this project in the amount of \$200,000; and

WHEREAS James J. Benes and Associates, Inc. (JJB) is one of the short-listed firms; and

WHEREAS the staff has requested a proposal from James J. Benes and Associates, Inc. (JJB) to perform construction engineering services; and

WHEREAS JJB has performed construction engineering for the 2018 CDBG Annual Residential Streetlight Project; and

WHEREAS JJB has submitted a proposal to perform the construction engineering work for 2019 CDBG Annual Residential Streetlight Project in a not to exceed amount of \$19,202.00;

WHEREAS after negotiations the proposal has been reduced to \$17,083.00; 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 authorizing an engineering services agreement with James J. Benes and Associates Inc for the 2019 CDBG Annual Residential Streetlight Project in the not to exceed amount of \$17,083.00.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated May 26, 2020.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

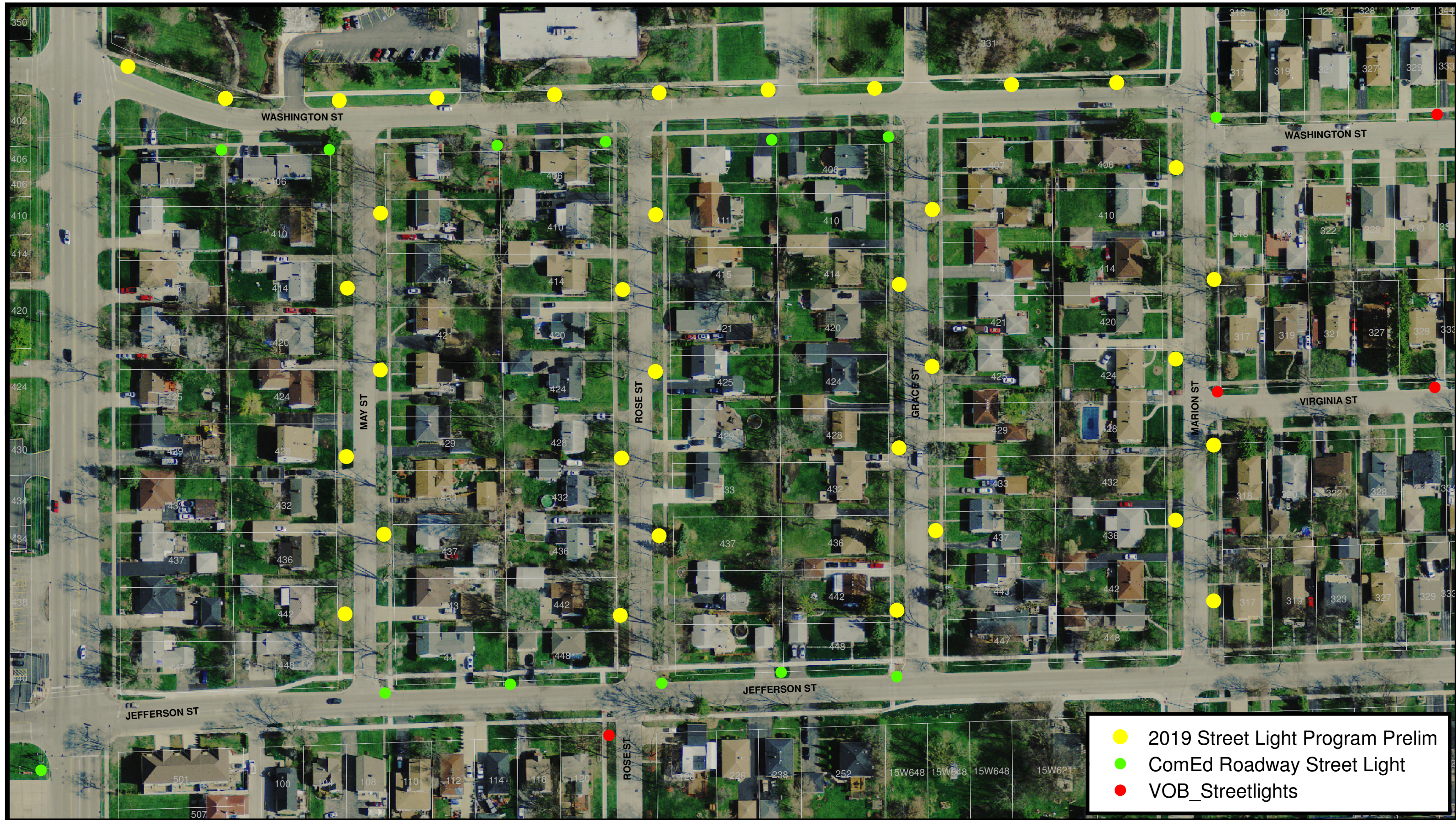
NAYS: _____

ABSENT: _____



Village of Bensenville

2019 Residential Street Light Program Preliminary



- 2019 Street Light Program Prelim
- ComEd Roadway Street Light
- VOB_Streetlights



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

March 31, 2020

Mr. Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

**Re: Engineering Proposal for Construction Engineering Services
2019 Residential Street Lighting Project**

Dear Mr. Caracci,

We appreciate the opportunity to submit this proposal to perform part-time Phase III construction engineering observation services for the 2019 Residential Street Lighting Project. Our understanding of the project, scope of services to be provided to the Village, and our compensation to perform the services are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

UNDERSTANDING OF PROJECT

The Village of Bensenville proposes to install ornamental pedestrian street lighting along the following streets.

- E. Washington Street – S. York Road to Marian Street
- May Street – E. Jefferson Street to E. Washington Street
- Rose Street – E. Jefferson Street to E. Washington Street
- Grace Street – E. Jefferson Street to E. Washington Street
- Marion Street – E. Jefferson Street to E. Washington Street

No streetscape enhancements are being proposed in addition to the streetlights.

At this time the Village is requesting a proposal for part-time construction engineering services to oversee construction of the proposed improvements. The improvements will be funded by use of a Community Development Block Grant (CDBG) through DuPage County.

This project is tentatively scheduled to be let by the Village on May 7, 2020. Construction is anticipated to begin the middle of June 2020.

SCOPE OF SERVICES

The following professional engineering services are proposed to be provided that includes the following tasks:

1. Project Initiation:

- a. Pre-construction Conference - A meeting will be attended with Village staff and the contractors' representatives to review project requirements, scheduling, sub-contractors, and other matters
- b. Video Recording - The existing conditions within and adjacent to the area of construction will be videotaped.
- c. Job Setup – Prior to construction commencing a project job box, various forms, and contractor coordination will be performed.

2. Check Construction Layout:

The Contractor's layout of proposed construction lines and grades will be checked.

3. Construction Observation:

- a. Inspection – An engineer will be assigned to provide observation and guidance during working days when the contractor is progressing with the work elements. Our construction observations will be to assure as closely as possible that all construction items are built in accordance with the plans and specifications. The project has a completion date of October 16, 2020.

Since there are no hot-mix asphalt and/or concrete material on this project, no Quality Assurance inspection and testing and Quality Assurance manager duties will be performed.

The construction engineering services will not include:

- 1. Assuming any of the responsibilities of the Contractor, Contractor's superintendent or of Subcontractors.
- 2. Expediting the work for the Contractor or Subcontractors.
- 3. Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
- b. Partial Payment Estimates - Partial payment estimates prepared by the construction contractor will be reviewed and recommendations for action will be made. Payout forms in a format acceptable to Village shall be used.
- c. Change Orders - Change orders will be processed as appropriate for approval by the Village.
- d. Shop Drawings – Shop drawings provided by the contractor will be review for compliance with the plans, specifications, and IDOT policies and procedures.

4. Project Finalization:

- a. Punch List - The punch list for final project acceptance will be prepared in cooperation with the Village.
- b. Final Inspection - After completion of the punch list by the contractor, the final inspection

with Village staff, contractor, and Engineer will be performed.

- c. Final Quantities – Final quantities will be field measured and computed.
- d. Final Documents – Final papers, payment estimate, and material certifications will be prepared in accordance with IDOT's and Village procedures.
- e. As-Built Drawings – As-built drawings provided by the contractor will be review for compliance with the plans, specifications, and Village policies and procedures.

5. Administration:

Administration - Project administration and coordination related to the aforementioned tasks will be performed.

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the construction engineering services for the 2019 Residential Street Lighting Project is \$17,083.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.
- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.
- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal,


State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.

- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **CONSTRUCTION PHASE SERVICES** It is understood by both parties that the Contractor, not the Consultant, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
- I. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully Submitted,
JAMES J. BENES AND ASSOCIATES, INC.


by: Bradley D. Hargett
PE(wi) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

**ESTIMATE OF MANHOURS AND COSTS
CONSTRUCTION ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2019 RESIDENTIAL STREET LIGHTING PROGRAM**

<i>CATEGORY OF SERVICE</i>	<i>PRINC.</i>	<i>SR. ENG.</i>	<i>PROJ. ENG.</i>	<i>TECH</i>	<i>TOTAL HOURS</i>	<i>DIRECT PAYROLL</i>	<i>TOTAL PAYROLL COST</i>	<i>DIRECT COSTS</i>	<i>TOTAL COST</i>
A. Project Initiation									
1. Pre-const. Mtg.	2	0	0	0	2	\$128	\$358	\$0	\$358
2. Video Recording	0	0	0	4	4	\$110	\$308	\$0	\$308
3. Job Setup	0	0	8	0	8	\$248	\$694	\$0	\$694
B. Check Layout	0	0	0	8	8	\$220	\$616	\$0	\$616
C. Construction Observation									
1. Inspection (25 site visits)	6	0	25	75	106	\$3,222	\$9,022	\$0	\$9,022
2. Partial Payment Estimates	0	0	8	0	8	\$248	\$694	\$0	\$694
3. Change Orders	0	0	6	0	6	\$186	\$521	\$0	\$521
4. Shop Drawings	0	4	0	0	4	\$188	\$526	\$0	\$526
D. Project Finalization									
1. Punch List	0	0	4	8	12	\$344	\$963	\$0	\$963
2. Final Inspection	0	0	4	4	8	\$234	\$655	\$0	\$655
3. Final Quantities	2	0	7	0	9	\$345	\$966	\$0	\$966
4. Final Documents	0	0	8	0	8	\$248	\$694	\$0	\$694
5. As-Built Drawings	0	0	4	0	4	\$124	\$347	\$0	\$347
E. Administration	4	0	0	0	4	\$256	\$717	\$0	\$717
TOTAL COST	14	4	74	99	191	6,101	17,083	0	17,083



JAMES J. BENES AND ASSOCIATES, INC.
CONSULTING ENGINEERS

March 6, 2020

Mr. Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

**Re: Engineering Proposal for Construction Engineering Services
2019 Residential Street Lighting Project**

Dear Mr. Caracci,

We appreciate the opportunity to submit this proposal to perform part-time Phase III construction engineering observation services for the 2019 Residential Street Lighting Project. Our understanding of the project, scope of services to be provided to the Village, and our compensation to perform the services are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

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- Rose Street – E. Jefferson Street to E. Washington Street
- Grace Street – E. Jefferson Street to E. Washington Street
- Marion Street – E. Jefferson Street to E. Washington Street

No streetscape enhancements are being proposed in addition to the streetlights.

At this time the Village is requesting a proposal for part-time construction engineering services to oversee construction of the proposed improvements. The improvements will be funded by use of a Community Development Block Grant (CDBG) through DuPage County.

This project was let by the Village on March 5, 2020. Construction is anticipated to begin the first of April 2020.

SCOPE OF SERVICES

The following professional engineering services are proposed to be provided that includes the following tasks:

1. Project Initiation:

- a. Pre-construction Conference - A meeting will be held with Village staff and the contractors' representatives to review project requirements, scheduling, sub-contractors, and other matters. It is anticipated that the Village will handle this meeting and JJB will not attend.
- b. Video Recording - The existing conditions within and adjacent to the area of construction will be videotaped.
- c. Job Setup – Prior to construction commencing a project job box, various forms, and contractor coordination will be performed.

2. Check Construction Layout:

The Contractor's layout of proposed construction lines and grades will be checked.

3. Construction Observation:

- a. Inspection – An engineer will be assigned to provide observation and guidance during working days when the contractor is progressing with the work elements. Our construction observations will be to assure as closely as possible that all construction items are built in accordance with the plans and specifications. The project has a completion date of September 25, 2020.

Since there are no hot-mix asphalt and/or concrete material on this project, no Quality Assurance inspection and testing and Quality Assurance manager duties will be performed.

The construction engineering services will not include:

- 1. Assuming any of the responsibilities of the Contractor, Contractor's superintendent or of Subcontractors.
 - 2. Expediting the work for the Contractor or Subcontractors.
 - 3. Advising on, or issuing directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
- b. Partial Payment Estimates - Partial payment estimates prepared by the construction contractor will be reviewed and recommendations for action will be made. Payout forms in a format acceptable to Village shall be used.
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with Village staff, contractor, and Engineer will be performed.

- c. Final Quantities – Final quantities will be field measured and computed.
- d. Final Documents – Final papers, payment estimate, and material certifications will be prepared in accordance with IDOT's and Village procedures.
- e. As-Built Drawings – As-built drawings provided by the contractor will be review for compliance with the plans, specifications, and Village policies and procedures.

5. Administration:

Administration - Project administration and coordination related to the aforementioned tasks will be performed.

COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. **The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the construction engineering services for the 2019 Residential Street Lighting Project is \$19,202.** The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

CONDITIONS

- A. **TERM OF THE AGREEMENT** This Agreement shall commence up execution of this Agreement by the Village and Consultant. However, the Village or the Consultant may without liability terminate this Agreement at any time without cause after 30 days' notice by either party of their desire to terminate. Upon termination of this Agreement, the Consultant shall deliver to the Village all completed work products, all work in process in such form and manner as to enable the Village to determine the amount and nature of work completed, all equipment, keys, records, databases, storage media, reports and all other documents related to work performed under this Agreement. In the event of termination by either party, the Consultant shall be paid for the value of all acceptable work performed prior to the effective date of termination.
- B. **CHANGES:** This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.
- C. **DISPUTE RESOLUTION** All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This agreement to so arbitrate shall be specifically enforceable under prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based upon when such claim, dispute, or other matter in question would be barred by applicable statute of limitations. The award rendered by the Arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event of a claim, jurisdiction and venue shall be in DuPage County, Illinois.
- D. **APPLICABLE LAWS** In performing the full scope of work set forth in this Agreement, the Consultant will comply with all applicable laws, regulations and rules promulgated by Federal,

State, County, and Municipal units of government, including but not limited to workers' compensation laws, equal employment opportunity, drug-free workplace requirements, and employment of Illinois workers.

- E. **STANDARD OF CARE:** The standard of care for all professional services performed or furnished by the Consultant under this Agreement will be the skill and care used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.
- F. **INDEMNIFICATION** To the fullest extent permitted by law, the Village and the Consultant each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the Village and the Consultant, they shall be borne by each party in proportion to its negligence.
- G. **FORCE MAJEURE** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- H. **CONSTRUCTION PHASE SERVICES** It is understood by both parties that the Contractor, not the Consultant, is responsible for the construction of the project, and that the Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.
- I. **GOVERNING LAW** This Agreement shall be construed and interpreted in accordance of the laws of the State of Illinois, County of DuPage.

ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully Submitted,
JAMES J. BENES AND ASSOCIATES, INC.



by: Bradley D. Hargett
PE(WI) • PLS(IL) • CFM
Vice President

Accepted for: Village of Bensenville

by: _____ Date: _____

**ESTIMATE OF MANHOURS AND COSTS
CONSTRUCTION ENGINEERING SERVICES
FOR
VILLAGE OF BENSENVILLE
2019 RESIDENTIAL STREET LIGHTING PROGRAM**

CATEGORY OF SERVICE	PRINC.	SR. ENG.	PROJ. ENG.	TECH	TOTAL HOURS	DIRECT PAYROLL	TOTAL PAYROLL COST	DIRECT COSTS	TOTAL COST
A. Project Initiation									
1. Pre-const. Mtg.	2	0	2	0	4	\$190	\$532	\$0	\$532
2. Video Recording	0	0	0	4	4	\$110	\$308	\$0	\$308
3. Job Setup	0	0	8	0	8	\$248	\$694	\$0	\$694
B. Check Layout	0	0	0	8	8	\$220	\$616	\$0	\$616
C. Construction Observation									
1. Inspection (30 site visits)	8	0	30	90	128	\$3,917	\$10,968	\$0	\$10,968
2. Partial Payment Estimates	0	0	8	0	8	\$248	\$694	\$0	\$694
3. Change Orders	0	0	6	0	6	\$186	\$521	\$0	\$521
4. Shop Drawings	0	4	0	0	4	\$188	\$526	\$0	\$526
D. Project Finalization									
1. Punch List	0	0	4	8	12	\$344	\$963	\$0	\$963
2. Final Inspection	0	0	4	4	8	\$234	\$655	\$0	\$655
3. Final Quantities	2	0	7	0	9	\$345	\$966	\$0	\$966
4. Final Documents	0	0	8	0	8	\$248	\$694	\$0	\$694
5. As-Built Drawings	0	0	4	0	4	\$124	\$347	\$0	\$347
E. Administration	4	0	0	0	4	\$256	\$717	\$0	\$717
TOTAL COST	16	4	81	114	215	6,858	19,202	0	19,202