

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



Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM May 11, 2021

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC HEARING/PRESENTATION
 1. *Public Hearing: Proposed Annexation Agreement Between the Village of Bensenville and 16W688 2nd Avenue (PIN: 03-23-103-005)*
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. APPROVAL OF MINUTES
 1. *April 27, 2021 Village Board Meeting Minutes*
- VII. WARRANT
- VIII. CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”
- IX. REPORTS OF VILLAGE DEPARTMENTS
 - A. Administration
 1. *Resolution Supporting Restoration of LGDF Revenue*
 - B. Community and Economic Development
 1. *Ordinance Approving the Annexation Agreement between 16W688 2nd Avenue and the Village of Bensenville, Illinois*
 2. *Ordinance Approving the Annexation of 16W688 2nd Avenue into the Village of Bensenville, Illinois*
 3. *Ordinance Approving a Zoning Map Amendment and Preliminary Plat of Subdivision at 16W688 2nd Avenue, Bensenville, Illinois*
 4. *Ordinance Approving a Zoning Map Amendment and Preliminary Plat of Subdivision at 400 S Ridgewood, Bensenville, Illinois*

C. Finance

1. *Resolution Authorizing a Contract with CDS Office Technologies for the Maintenance of Printers Within the Village from May 1, 2021 Through April 30, 2022 in the Aggregate Amount of \$13,749.84*

D. Police Department – No Report

E. Public Works – No Report

F. Recreation

1. *Resolution Authorizing a Facility Usage License Agreement with HHD Hockey*

X. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

1. *Proclamation Designating the Week of May 16-22, 2021, National Public Works Week in the Village of Bensenville, Illinois*

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. 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)]

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

XV. ADJOURNMENT

TYPE:Public Hearing**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.11.21**DESCRIPTION:**

Public Hearing: Proposed Annexation Agreement Between the Village of Bensenville and 16W688 2nd Avenue (PIN: 03-23-103-005)

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The property owner of the vacant lot at 16W688 2nd Avenue, located at the northwest corner of 2nd Avenue and Ridgewood, is seeking annexation of the unincorporated property.
2. In addition to the annexation request, the attached Annexation Agreement has been prepared.
3. The property owner is concurrently requesting a Map Amendment to rezone the property upon annexation to R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District as well as a Plat of Subdivision via the Community Development Commission process.
 1. Should the annexation and above requests be approved, the property owner intends to construct 2 single-family homes on the property.

KEY ISSUES:

1. A Public Hearing before the Village Board is necessary prior to approval of the Annexation Agreement.
2. After the Public Hearing the Village Board may consider an Ordinance approving the Annexation Agreement.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

1. Conduct a Public Hearing on the Proposed Annexation Agreement between the Village of Bensenville and 16W688 2nd Avenue (PIN: 03-23-103-005)

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial & Zoning Exhibits	5/4/2021	Backup Material
Annexation Petition	5/4/2021	Backup Material
Annexation Agreement	5/4/2021	Backup Material



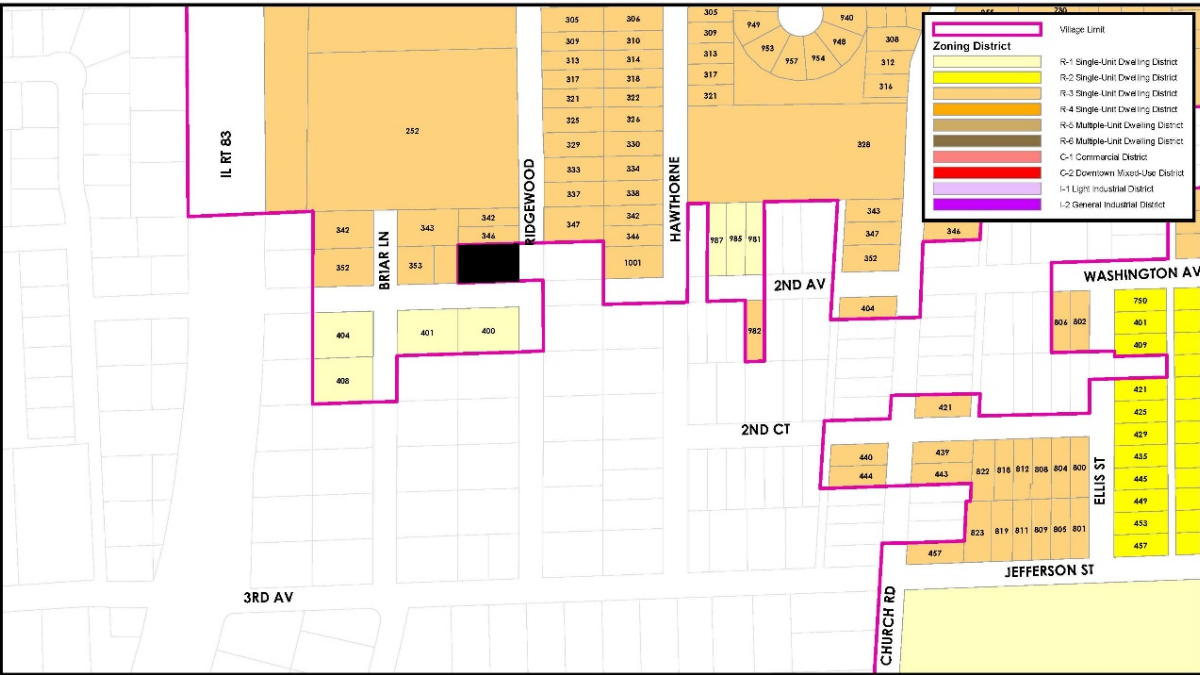
Village of Bensenville
16W 688 2nd Avenue



Date: 3/15/2021



Village of Bensenville
Zoning Map



Date: 3/15/2021

Village of Bensenville
Annexation Application

Property to be Annexed:

Address: 16W688 2nd Ave.
Bensenville, Il 60106

PIN(s): 03-23-105-005

Property Owners' Information:

Name: Subheiah Ghanimah

Address: 408 S. Briar Lane
Bensenville, Il 60106

Phone: (630)330-6600

Email: sghanimah@comcast.net

Please fill in the following information for each person residing at the above address. Please check all the applicable boxes.

- 1) Name: Subheiah Ghanimah Owner X Elector Tenant Senior
- 2) Name: Owner Elector Tenant Senior
- 3) Name: Owner Elector Tenant Senior
- 4) Name: Owner Elector Tenant Senior
- 5) Name: Owner Elector Tenant Senior
- 6) Name: Owner Elector Tenant Senior

Note:

- a) An Owner is an Individual or entity in possession of title for the land/building.
- b) An Elector is a person registered to vote who resides at the address.
- c) A Tenant/Renter is a person to whom a landlord grants use of the land/building, usually in exchange for rent.
- d) A Senior is a resident who is of 65 years of age or older.

PETITION FOR VOLUNTARY ANNEXATION

**TO: The President, Board of Trustees and Village Clerk
Village of Bensenville, Illinois**

WHEREAS, the undersigned Owners are the owners of the property that is legally described on "Exhibit 1" (the "Subject Property"), which is attached hereto and incorporated herein; and

WHEREAS, the undersigned Electors are 51% or more of the Electors residing upon the Subject Property (Pursuant to Illinois Statute, 65 ILCS 5/7-1-1.1, an "Elector" is anyone registered to vote); and

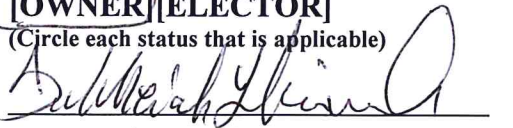
NOW THEREFORE, the undersigned Owners and Electors do hereby petition to annex the property legally described in Exhibit 1 along with any adjacent rights-of-way that are not already within any municipality, if any, to the Village of Bensenville, Illinois pursuant to Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), and under oath state as follows:

1. The above recitals are true, correct, material to this Petition and incorporated herein as if they were fully set forth in this paragraph.
2. The Subject Property is not within the corporate limits of any municipality.
3. The Subject Property is either contiguous to the corporate limits of the Village of Bensenville.
4. The undersigned Owners are the only owners of the Subject Property.
5. The undersigned Electors residing on the Subject Property, if any, state that at least 51% of the Electors residing upon the Subject Property have signed this Petition. (Pursuant to Illinois Statute, 65 ILCS 5/7-1-1.1 an "Elector" is anyone registered to vote)
6. The undersigned Owners and Electors, request that the corporate authorities of the Village of Bensenville annex the Subject Property along with those portions of any right-of-way that are adjacent to the Subject Property and not within another municipality, if any, by the passage of an Ordinance pursuant to 65 ILCS 5/7-1-8.

After first being duly sworn and under oath, the undersigned Owners and Electors state that the statements contained herein are true and correct to the best of each of their knowledge and belief.

[OWNER][ELECTOR]

(Circle each status that is applicable)



Subheiah Ghossein

[Printed Name]

Date: 4/6/2021

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

(add additional signature lines as necessary)

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Subheiah Phamvith, personally known to me to be the individual that appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing Petition for Voluntary Annexation as an [OWNER][ELECTOR] (Circle each status that applies) for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 6th day

of April, 2021.

Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing Petition for Voluntary Annexation as an [OWNER][ELECTOR] (Circle each status that applies) for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this _____th day

of _____, 2021.

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

Given under my hand and official seal
and sworn to before me this th day

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

Given under my hand and official seal
and sworn to before me this th day

Notary Public

EXHIBIT 1 TO PETITION FOR ANNEXATION
Legal Description

LOT 72 IN VOLK BROTHER'S SECOND ADDITION TO EDGEWOOD, IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03 – 23 – 105 – 005

Common Address: 16W688 2nd Avenue, Bensenville, IL 60106

ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is made and entered into this ____ day of _____, 2021 by and between the Village of Bensenville, a municipal corporation (the "Village") and Subheiah Ghanimah (the "Residents").

RECITALS:

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

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

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

WHEREAS, the Territory has not been annexed to any municipality; and

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

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

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, et seq., following proper notice, a public hearing was held before the Corporate Authorities for the Village to consider a proposed Annexation

Agreement in substance and form the same as this Agreement, all as provided by statute and the ordinances of the Village; and

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

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

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

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

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

NOW, THEREFORE, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of

which is hereby mutually acknowledged by the parties hereto, the Residents and Village agree as follows:

1.0 Recitals:

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

2.0 Annexation:

The Residents have submitted the Petition for Voluntary Annexation to annex the Territory to the Village of Bensenville that are in full compliance with the requirements of 65 ILCS 5/7-1-8. A plat of annexation correctly depicting the Territory to be annexed to the Village has been prepared. At the first meeting of the Corporate Authorities of the Village at which the annexation of the Territory can be legally approved following the giving of any notices that may be required pursuant to 65 ILCS 5/7-1-1, if any, the Village shall adopt an ordinance annexing (the “Annexation Ordinance”) all of the Territory that is collectively described in "Exhibit A” into the corporate limits of the Village. The Residents acknowledge and agree to annex the Territory that is collectively described in “Exhibit A” to the Bensenville Fire Protection District Number Two and further acknowledge and agree to complete all requirements to effectuate the annexation of the Territory into the corporate boundaries of said District.

The Village shall, as soon as reasonably practicable following the approval of the Annexation Ordinance record and file copies of the Annexation Ordinance and Plat of Annexation with the DuPage County Recorder of Deeds, the DuPage County Clerk and the required election authority. The Village shall also notify the Illinois Department of Revenue of the annexation of the Territory.

3.0 Zoning:

3.1 The Residents shall apply or have applied for a zoning map amendment to have the zoning classification of the Territory changed from R-1 Single-Unit Dwelling District to R-3 Single-

Unit Dwelling District and shall make such necessary application to the Community & Economic Development Department. The Residents shall also submit to the Village for its review and approval a Preliminary and Final Plat of Subdivision to subdivide the Territory into two lots with a width of 50 feet and areas of 8000 square feet. The Residents shall comply with all other zoning and building code requirements of the Village for the construction of two single-family homes.

4.0 Intentionally Left Blank:

5.0 Miscellaneous:

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

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

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

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

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

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

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

(b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial

remedy as provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same).

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the length of such delay provided, however that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

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

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

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

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

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

5.12 This Agreement may be reproduced by means of xerox process or otherwise by electronic means or from a digitally stored format. Each such reproduction, if it shows execution by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

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

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

If to the Village, or the Corporate Authorities:

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

with a copy to the Village Attorney:

VILLAGE OF BENSENVILLE
Attention: Village Attorney

12 S. Center St.
Bensenville, Illinois 60106

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

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

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

VILLAGE OF BENSENVILE,

By: _____
Village President

ATTEST:

By: _____
Village Clerk

(Intentionally Left Blank)

RESIDENTS:

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

Duplicate Signature Page as needed

[illegible]

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

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 20____.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

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

Given under my hand and official seal
and sworn to before me this _____th day
of _____, 20_____.

Notary Public

Duplicate Notary Block as needed

EXHIBIT A TO ANNEXATION AGREEMENT
(Signed Petition for Voluntary Annexation)

Rock Valley Publishing LLC

• Addison, IL 60126 • 630-834-8244

Ad ID: 394314
Invoice

Bill to:

Tia Filishio
Village of Bensenville
12 S Center St
Bensenville, IL 60106

Sold to:

Kelsey Fawell
Village of Bensenville
12 South Center St
Bensenville, IL 60106

Account ID: 15251

Please pay from this Invoice. Return stub with payment.

Rep ID: RVL

Terms: Net 30

Description

Zone:

Classification of Ad: 1250 - Legals
Text: 1x Public Hearing Proposed Annexation 394314

Charges from 4/22/2021 to 4/22/2021

Date	Pub	Type	Description	Price	Discount	Applied	Due
4/22/21	AVB	Ad	1x Public Hearing Proposed	\$40.50			\$40.50

\$40.50			\$40.50
---------	--	--	---------

Please return this portion with your payment.

Advertising Invoice

Remit Payment to:
Rock Valley Publishing, LLC
1102 Ann St
Delavan, WI 53115
Phone: 630-834-8244
Fax: 630-834-0900

Tia Filishio
Village of Bensenville
12 S Center St
Bensenville, IL 60106

Amount Due \$40.50

Amount Enclosed _____

Issue Date: 4/22/2021

Advertising Invoice Date: 4/21/2021

Ad # 394314

Account # 15251

Official Certificate of Publication State of Illinois

County of DuPage

City of Bensenville

Rock Valley Publishing, LLC, certifies that it is the publisher of the Addison/ Villa Park/ Bensenville Independent; that such paper is a secular newspaper of general circulation in said county, has been continuously published for more than fifty (50) weeks prior to the first publication of the attached notice; that it is printed and published in the village/city, county and state aforesaid and is a newspaper as defined by 715 ILCS 5/5. It hereby further certifies that a notice, of which the attached notice is a true copy, has been legally published in said newspaper 1 time(s) for 1 consecutive week(s); that the first publication was on the 22nd day of April, 2021; the last publication was on the 22nd day of April, 2021. This notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1

Signed



By Denelle Janssen, for Rock Valley Publishing, LLC

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

On May 11, 2021, at 6:30 p.m., a public hearing will be held by the President and Board of Trustees of the Village of Bensenville in the Village Hall Board Room, 12 S. Center St. Bensenville, Illinois, 60106 for the purpose of considering and hearing testimony concerning a proposed annexation agreement relating to the annexation of property into the Village of Bensenville. The property that is the subject of the proposed annexation agreement are generally located contiguous to the Village on the west side of Ridgewood Avenue, north of 2nd Avenue (Washington Street), and is identified by the following Address and PIN number:

**16W688 2nd Avenue
03-23-103-005**

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

Nancy Quinn, Village Clerk
April 19, 2021

(Published in the Addison Independent,
Bensenville Independent & Villa Park
Review April 22, 2021)

394314

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 11, 2021**DESCRIPTION:**April 27, 2021 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_210427_VB

Upload Date

5/5/2021

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
April 27, 2021

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:

President DeSimone*, Village Clerk, Nancy Quinn*, Carmona*, Franz* Frey*, Lomax*, Panicola*, Perez*

Absent: Village Clerk, Nancy Quinn

A quorum was present.

Staff Present: E. Summers, J. Caracci*, B. Dooley*, S. Viger*, C. Williamsen

**Attended the meeting via electronic means.*

PUBLIC COMMENT: There was no Public Comment.

APPROVAL OF MINUTES: 3. The April 13, 2021 Village Board Meeting minutes were presented.

Motion: Trustee Perez made a motion to approve the minutes as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

WARRANT NO. 21/08: 4. President DeSimone presented **Warrant No. 21/08** in the amount of \$2,662,277.53.

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April 27, 2021 Page 2

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

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

NAYS: None

Motion carried.

**Resolution No.
R-36-2021:**

5. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-36-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Joseph Caracci to the Office of Village Engineer.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-37-2021:**

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-37-2021** entitled a **Resolution Granting the Advice and Consent to the President's Re-Appointment of P. Joseph Montana as the Village Ethics Officer.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-38-2021:**

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-38-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Julie McManus to the Police Pension Board.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-39-2021:**

8. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-39-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Julie McManus as Village Treasurer.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-40-2021:**

9. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-40-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment Village Trustee McLane Lomax to the Village of Bensenville Youth Commission.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-41-2021:**

10. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-41-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment Village Clerk Nancy Quinn to the Village of Bensenville Youth Commission.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-42-2021:**

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-42-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Appointment of Robert Chambers to the Community Development Commission.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-43-2021:**

12. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-43-2021** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Zachary Zage to the Board of Police Commission.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-44-2021:**

13. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-44-2021** entitled a **Resolution Granting the Advice and Consent to the President's Re-Appointment of Jerry Budnik as Trustee of the Bensenville Fire Protection District #2.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**2020 Development
Report:**

14. Director of Community & Economic Development, Scott Viger, provided a summary of the 2020 Development Report to the Village Board and Community.

There were no questions from the Village Board.

There was no action taken on this item.

**Ordinance No.
11-2021:**

15. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 11-2021** 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 Perez made a motion to adopt the ordinance as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.
12-2021:**

16. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 12-2021** entitled an **Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same.**

There were no questions from the Village Board.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-45-2021:**

17. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-45-2021** entitled a **Resolution Authorizing the Execution of a Contract with Compass Minerals America Inc. for the Maximum Amount (130% / 650 tons) for the Purchase of Rock Salt in the Not-to-Exceed Amount of \$52,735.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-46-2021:**

18. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-46-2021** entitled a **Resolution Waiving Competitive Bids and Authorizing a Purchase Order to McCann Industries, Inc for the Purchase of Materials for the Scheduled Maintenance of Stamped Concrete from Downtown Streetscape Project in the Not-to-Exceed Amount of \$11,280.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-47-2021:**

19. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-47-2021** entitled a **Resolution Waiving Competitive Bidding & Authorizing a Purchase Order with Traditional Concrete, Inc. for the Purchase of Concrete Streetlight Poles in the Not-to-Exceed Amount of \$12,120.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-48-2021:**

20. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-48-2021** entitled a **Resolution Waiving the Competitive Bidding and Authorizing a Purchase of a 2020 John Deere 544L 4WD Front End Loader from West Side Tractor Sales of Wauconda, IL in the Not-to-Exceed Amount of \$121,500.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-49-2021:**

21. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-49-2021** entitled a **Resolution Waiving Competitive Bidding and Awarding a Cured in Place Pipe (CIPP) Repair Construction Contract to Insituform Technologies USA, LLC in the Amount of \$35,868.00.**

There were no questions from the Village Board.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-50-2021:**

22. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-50-2021** entitled a **Resolution Authorizing the Rejection of all Bids Including Alternate 1 and Re-advertising for York Rd (LS-10) and Thomas-Foster (LS-15) Lift Station Rehabilitation Project.**

There were no questions from the Village Board.

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April 27, 2021 Page 9

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.
R-51-2021:**

23. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-51-2021** entitled a **Resolution Authorizing the Execution of an Architectural Design Service Contract with Tria Architecture for the Senior Center Rehabilitation Project in the Not-to-Exceed Amount of \$93,500.00.**

There were no questions from the Village Board.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone announced the Bensenville Theater and Ice Cream Shoppe will reopen April 30th.

President DeSimone announced the Village is offering free mulch delivery for the first 250 Residents that sign up; all information can be found on the Village's website.

President DeSimone announced Addison Township is hosting electronic recycling; all information can be found on Addison Township's website.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced IDOT will be resurfacing Route 83 from Route 290 to Irving Park Road until November 2021.

Mr. Summers announced the Village has been awarded the Governor's Hometown Award for its environmental stewardship and thanks Public Works Staff for their efforts in obtaining the award.

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:
EXECUTIVE
SESSION:**

There was no new business.

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

ADJOURNMENT:

Trustee Perez made a motion to adjourn the meeting. Trustee Panicola seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:05 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, May 2021

TYPE:Resolution**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager's Office**DATE:**May 11, 2021**DESCRIPTION:**Resolution Supporting Restoration of LGDF Revenue**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

N/A

DATE:**BACKGROUND:**

Municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others. Since the adoption of the state income tax in 1969 a percentage of the total income tax collected through the LGDF has been shared with municipalities.

KEY ISSUES:

Through time, the shared revenues have been significantly reduced. In 2011, shared revenue dropped from 10% to 6.06% currently. Governor JB Pritzker has proposed for the Fiscal Year 2022 state budget to include a further 10% reduction in the amount of the LGDF revenue distributed to local governments.

ALTERNATIVES:

N/A

RECOMMENDATION:

The recommendation is approve the Resolution in support of restoration of the LGDF revenue. By adopting this Resolution of Support, it urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so the Village of Bensenville and other municipalities across Illinois may continue to provide basic levels of service and lessen the reliance on property taxes.

BUDGET IMPACT:

For 2020 the Village received \$2,028,000 in revenue from LGDF. A 10% reduction would equate to over \$200,000 in lost revenue.

ACTION REQUIRED:

Adopt the Resolution Supporting Restoration of LGDF Revenue.

ATTACHMENTS:**Description**

Resolution of Support Restoration of LGDF Revenue

Upload Date

5/6/2021

Type

Cover Memo

Resolution Supporting Restoration of LGDF Revenue

WHEREAS, municipalities across the State of Illinois provide essential services to their residents that include public safety support, transportation and storm/wastewater infrastructure and community health services along with many others; and

WHEREAS, the State of Illinois has maintained a long-held agreement with municipalities to support and invest in these local services through the Local Government Distributive Fund (LGDF), which includes the collection and distribution of tax revenues on behalf of municipalities; and

WHEREAS, since the state income tax was adopted in 1969, state government has shared a percentage of total income tax collections through the LGDF with municipalities on a per capita basis in lieu of a local income tax; and

WHEREAS, these shared revenues have been significantly reduced by the State since 2011 from 10% to now 6.06%; and

WHEREAS, municipalities depend on LGDF dollars, which can account between 10 and 20% of a municipality's operating budget, to lessen the burden on taxpayers and reduce the reliance on property taxes; and

WHEREAS, Governor JB Pritzker has proposed that the Fiscal Year 2022 state budget include a further 10% reduction in the amount of LGDF revenue distributed to local governments; and

WHEREAS, this revenue reduction has been proposed at a time when municipalities are continuing to spend additional funds on the COVID-19 emergency response; and

WHEREAS, in addition to LGDF cuts over the years, the State has also reduced municipalities' share of the personal property replacement tax and increased sales tax collection fees while cities and villages have had to fund skyrocketing pension costs, which account for substantial budget increases each year; and

WHEREAS, those municipalities with fewer revenue sources, such as retail businesses with higher equalized assessed values on property, suffer the most and will be forced to explore increasing property taxes or cutting services amid further LGDF reductions.

NOW, THEREFORE BE IT RESOLVED, that the Village of Bensenville urges the General Assembly and the Governor to restore LGDF payments to the promised 10% rate so municipalities across Illinois may provide basic levels of service and lessen the reliance on property taxes.

Adopted May 11, 2021

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.11.21**DESCRIPTION:**Ordinance Approving the Annexation Agreement between 16W688 2nd Avenue and the Village of Bensenville, Illinois***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	<input type="checkbox"/>	Major Business/Corporate Center
<input checked="" type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The property owner of 16W688 2nd Avenue has voluntarily petitioned for annexation into the Village of Bensenville.
2. An Annexation Agreement has been prepared in response to the request.
3. The Public Hearing for the Annexation Agreement was conducted on May 11, 2021.

KEY ISSUES:

1. The property owner of 16W688 2nd Avenue has voluntarily petitioned for annexation into the Village of Bensenville.
2. The property owner has voluntarily agreed to the Annexation Agreement.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff respectfully recommends Approval of the Ordinance approving the Annexation Agreement between the subject property and the Village of Bensenville.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

1. Adoption of the Ordinance approving the Annexation Agreement between 16W688 2nd Avenue and the Village of Bensenville.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	5/5/2021	Ordinance
Aerial & Zoning Exhibits	5/5/2021	Backup Material
Annexation Petition	5/5/2021	Backup Material
Annexation Agreement	5/5/2021	Backup Material

ORDINANCE NUMBER _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS AUTHORIZING AN ANNEXATION AGREEMENT FOR
PROPERTY COMMONLY KNOWN AS 16W688 2nd AVENUE**

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, it is in the best interests of the Village that a certain Annexation Agreement pertaining to the property commonly known as 16W688 2nd Avenue, Bensenville, Illinois be entered into, a copy of said Annexation Agreement being attached hereto and made a part hereof, as Exhibit A; and

WHEREAS, the legal owner(s) of record of the unincorporated territory that is the subject of the Annexation Agreement is ready, willing, and able to enter into the Annexation Agreement and to perform the obligations as required therein; and

WHEREAS, in accordance with Village Resolution R – 72 – 2007, authoring execution of an intergovernmental agreement by and between the Village of Bensenville and Bensenville Fire Protection District No. 2 (the “*District*”), Section 4. Provision of Fire Services, F. Jurisdictional Area, the Village shall require any property owner seeking to annex property into the Village to also annex that property into the District; and

WHEREAS, the statutory procedures provided in Section 11-15.1-1 of the Illinois Municipal Code for the execution of the Annexation Agreement have been fully complied with; and

WHEREAS, it is in the best interest of the Village to enter into the Annexation Agreement.

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 Annexation Agreement by and between the owner(s) of the property located at 16W688 2nd Avenue, Bensenville, Illinois and the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Annexation Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved.

Section 3. The Village President and Village Clerk are hereby authorized and directed to execute and deliver the Annexation Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The officers and officials of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Annexation Agreement to complete satisfaction of the provisions, terms and conditions stated therein.

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

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

Section 7. This Ordinance 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 11th day of May 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Annexation Agreement



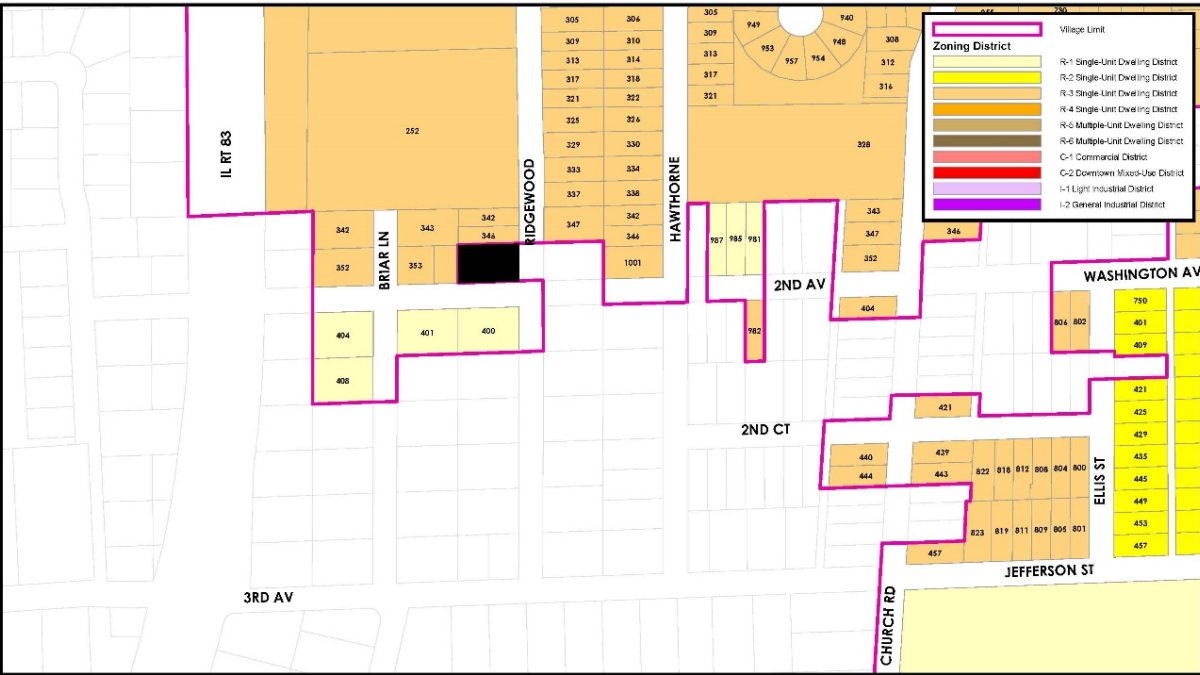
Village of Bensenville
16W 688 2nd Avenue



Date: 3/15/2021



Village of Bensenville
Zoning Map



Date: 3/15/2021

Village of Bensenville
Annexation Application

Property to be Annexed:

Address: 16W688 2nd Ave.
Bensenville, Il 60106

PIN(s): 03-23-105-005

Property Owners' Information:

Name: Subheiah Ghanimah

Address: 408 S. Briar Lane
Bensenville, Il 60106

Phone: (630)330-6600

Email: sghanimah@comcast.net

Please fill in the following information for each person residing at the above address. Please check all the applicable boxes.

- 1) Name: Subheiah Ghanimah Owner X Elector Tenant Senior
- 2) Name: Owner Elector Tenant Senior
- 3) Name: Owner Elector Tenant Senior
- 4) Name: Owner Elector Tenant Senior
- 5) Name: Owner Elector Tenant Senior
- 6) Name: Owner Elector Tenant Senior

Note:

- a) An Owner is an Individual or entity in possession of title for the land/building.
- b) An Elector is a person registered to vote who resides at the address.
- c) A Tenant/Renter is a person to whom a landlord grants use of the land/building, usually in exchange for rent.
- d) A Senior is a resident who is of 65 years of age or older.

PETITION FOR VOLUNTARY ANNEXATION

**TO: The President, Board of Trustees and Village Clerk
Village of Bensenville, Illinois**

WHEREAS, the undersigned Owners are the owners of the property that is legally described on "Exhibit 1" (the "Subject Property"), which is attached hereto and incorporated herein; and

WHEREAS, the undersigned Electors are 51% or more of the Electors residing upon the Subject Property (Pursuant to Illinois Statute, 65 ILCS 5/7-1-1.1, an "Elector" is anyone registered to vote); and

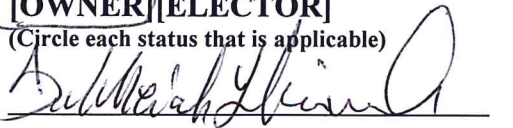
NOW THEREFORE, the undersigned Owners and Electors do hereby petition to annex the property legally described in Exhibit 1 along with any adjacent rights-of-way that are not already within any municipality, if any, to the Village of Bensenville, Illinois pursuant to Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), and under oath state as follows:

1. The above recitals are true, correct, material to this Petition and incorporated herein as if they were fully set forth in this paragraph.
2. The Subject Property is not within the corporate limits of any municipality.
3. The Subject Property is either contiguous to the corporate limits of the Village of Bensenville.
4. The undersigned Owners are the only owners of the Subject Property.
5. The undersigned Electors residing on the Subject Property, if any, state that at least 51% of the Electors residing upon the Subject Property have signed this Petition. (Pursuant to Illinois Statute, 65 ILCS 5/7-1-1.1 an "Elector" is anyone registered to vote)
6. The undersigned Owners and Electors, request that the corporate authorities of the Village of Bensenville annex the Subject Property along with those portions of any right-of-way that are adjacent to the Subject Property and not within another municipality, if any, by the passage of an Ordinance pursuant to 65 ILCS 5/7-1-8.

After first being duly sworn and under oath, the undersigned Owners and Electors state that the statements contained herein are true and correct to the best of each of their knowledge and belief.

[OWNER][ELECTOR]

(Circle each status that is applicable)



Subheiah Ghossein

[Printed Name]

Date: 4/6/2021

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

(add additional signature lines as necessary)

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Subheiah Phamvith, personally known to me to be the individual that appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing Petition for Voluntary Annexation as an [OWNER][ELECTOR] (Circle each status that applies) for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 6th day

of April, 2021.

Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing Petition for Voluntary Annexation as an [OWNER][ELECTOR] (Circle each status that applies) for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this _____th day

of _____, 2021.

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

Given under my hand and official seal
and sworn to before me this th day

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

Given under my hand and official seal
and sworn to before me this th day

Notary Public

EXHIBIT 1 TO PETITION FOR ANNEXATION
Legal Description

LOT 72 IN VOLK BROTHER'S SECOND ADDITION TO EDGEWOOD, IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03 – 23 – 105 – 005

Common Address: 16W688 2nd Avenue, Bensenville, IL 60106

ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is made and entered into this ____ day of _____, 2021 by and between the Village of Bensenville, a municipal corporation (the “Village”) and Subheiah Ghanimah (the “Residents”).

RECITALS:

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

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

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

WHEREAS, the Territory has not been annexed to any municipality; and

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

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

WHEREAS, pursuant to 65 ILCS 5/11-15.1-1, et seq., following proper notice, a public hearing was held before the Corporate Authorities for the Village to consider a proposed Annexation

Agreement in substance and form the same as this Agreement, all as provided by statute and the ordinances of the Village; and

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

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

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

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

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

NOW, THEREFORE, in consideration of the promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of

which is hereby mutually acknowledged by the parties hereto, the Residents and Village agree as follows:

1.0 Recitals:

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

2.0 Annexation:

The Residents have submitted the Petition for Voluntary Annexation to annex the Territory to the Village of Bensenville that are in full compliance with the requirements of 65 ILCS 5/7-1-8. A plat of annexation correctly depicting the Territory to be annexed to the Village has been prepared. At the first meeting of the Corporate Authorities of the Village at which the annexation of the Territory can be legally approved following the giving of any notices that may be required pursuant to 65 ILCS 5/7-1-1, if any, the Village shall adopt an ordinance annexing (the “Annexation Ordinance”) all of the Territory that is collectively described in "Exhibit A” into the corporate limits of the Village. The Residents acknowledge and agree to annex the Territory that is collectively described in “Exhibit A” to the Bensenville Fire Protection District Number Two and further acknowledge and agree to complete all requirements to effectuate the annexation of the Territory into the corporate boundaries of said District.

The Village shall, as soon as reasonably practicable following the approval of the Annexation Ordinance record and file copies of the Annexation Ordinance and Plat of Annexation with the DuPage County Recorder of Deeds, the DuPage County Clerk and the required election authority. The Village shall also notify the Illinois Department of Revenue of the annexation of the Territory.

3.0 Zoning:

3.1 The Residents shall apply or have applied for a zoning map amendment to have the zoning classification of the Territory changed from R-1 Single-Unit Dwelling District to R-3 Single-

Unit Dwelling District and shall make such necessary application to the Community & Economic Development Department. The Residents shall also submit to the Village for its review and approval a Preliminary and Final Plat of Subdivision to subdivide the Territory into two lots with a width of 50 feet and areas of 8000 square feet. The Residents shall comply with all other zoning and building code requirements of the Village for the construction of two single-family homes.

4.0 Intentionally Left Blank:

5.0 Miscellaneous:

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

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

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

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

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

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

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

(b) In the event of a material breach of this Agreement, the parties agree that the party alleged to be in breach shall have thirty (30) days after written notice of said breach to correct the same prior to the non-breaching party seeking a judicial

remedy as provided for herein (provided, however, that said thirty (30) day period shall be extended if the defaulting party has commenced to cure said default and is diligently proceeding to cure the same).

(c) If the performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (including, without limitation, acts of God, war, strikes, inclement weather conditions, inability to secure governmental permits, or similar acts), the time for such performance shall be extended by the length of such delay provided, however that the party that seeks the benefit of this provision shall give the other(s) written notice of both its intent to rely upon this provision and the specific reason which permits the party to avail itself of the benefit of this provision.

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

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

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

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

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

5.12 This Agreement may be reproduced by means of xerox process or otherwise by electronic means or from a digitally stored format. Each such reproduction, if it shows execution by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

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

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

If to the Village, or the Corporate Authorities:

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

with a copy to the Village Attorney:

VILLAGE OF BENSENVILLE
Attention: Village Attorney

12 S. Center St.
Bensenville, Illinois 60106

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

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

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

VILLAGE OF BENSENVILE,

By: _____
Village President

ATTEST:

By: _____
Village Clerk

(Intentionally Left Blank)

RESIDENTS:

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

Duplicate Signature Page as needed

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

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

Given under my hand and official seal
and sworn to before me this ____th day
of _____, 20____.

Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

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

Given under my hand and official seal
and sworn to before me this _____th day
of _____, 20_____.

Notary Public

Duplicate Notary Block as needed

EXHIBIT A TO ANNEXATION AGREEMENT
(Signed Petition for Voluntary Annexation)

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.11.21**DESCRIPTION:**Ordinance Approving the Annexation of 16W688 2nd Avenue into the Village of Bensenville, Illinois**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The property owner is voluntarily seeking annexation of the subject property into the Village of Bensenville.
2. As part of the request, an Annexation Agreement has been prepared for which a Public Hearing before the Village Board was conducted earlier.
3. After the Public Hearing, the Village Board considered an Ordinance approving the Annexation Agreement.
4. This request before the Village Board is to consider the attached Ordinance approving the Annexation of the property.

KEY ISSUES:

1. The property owner is seeking approvals, via the Community Development Commission, of a Zoning Map Amendment to rezone the subject property to R-3 Single-Unit Dwelling District as well a Plat of Subdivision.
 1. Annexed properties are automatically designated R-1 by the Village Zoning Ordinance.
 2. Should the Annexation and above requests be approved, the property owner intends to construct two single-family residences on the property.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Annexation be approved.
2. At the Public Hearing on April 6, 2021, the Community Development Commission voted unanimously (4-0) to recommend approval of the requests for a Zoning Map Amendment and Plat of Subdivision upon Annexation.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance Annexing 16W688 2nd Avenue into the Village of Bensenville, Illinois.

ATTACHMENTS:DescriptionUpload DateType

Ordinance
Aerial & Zoning Exhibits
Plat of Survey
Annexation Petition

5/4/2021
5/4/2021
5/4/2021
5/4/2021

Ordinance
Backup Material
Backup Material
Backup Material

ORDINANCE # _____

**AN ORDINANCE ANNEXING CERTAIN TERRITORY COMMONLY KNOWN AS
"16W688 2nd AVENUE"
TO THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS**

Whereas, a written petition, signed by the legal owner of record of all land within the property hereinafter described, which is commonly known as 16W688 2nd Avenue, which has no electors residing thereon, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A", has been filed with the Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, requesting that 16W688 2nd Avenue, as legally described in Exhibit "A" attached hereto and incorporated herein by reference, be annexed to the Village of Bensenville; and

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

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

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

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

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

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

SECTION ONE: That the property described in Exhibit "A" which bears the common address of 16W688 2nd Avenue, Bensenville, Illinois, being indicated on the accurate map of annexed property, as appended to and a part of this Ordinance as Exhibit "B" is hereby annexed to the Village of Bensenville; DuPage and Cook Counties, Illinois.

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

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 11th day of May 2021.

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit “A”
Petition for Annexation

**Exhibit “B”
Plat of Annexation**



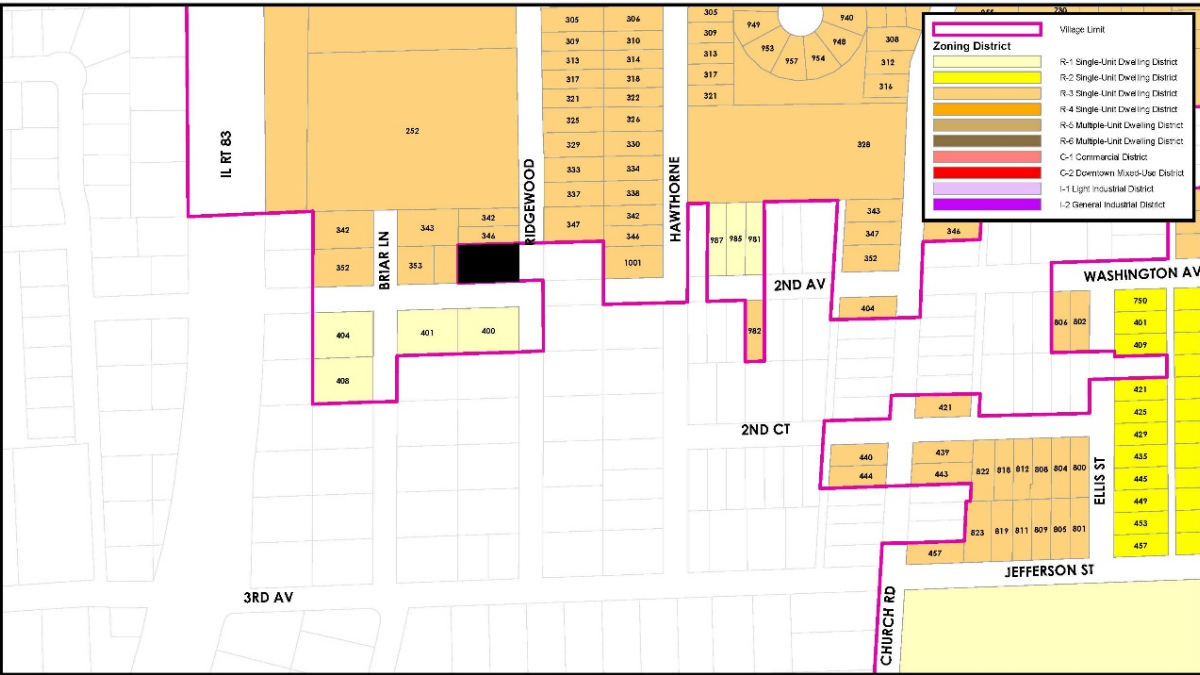
Village of Bensenville
16W 688 2nd Avenue



Date: 3/15/2021



Village of Bensenville
Zoning Map



Date: 3/15/2021



Residential
Commercial
ALTA

PLAT OF SURVEY

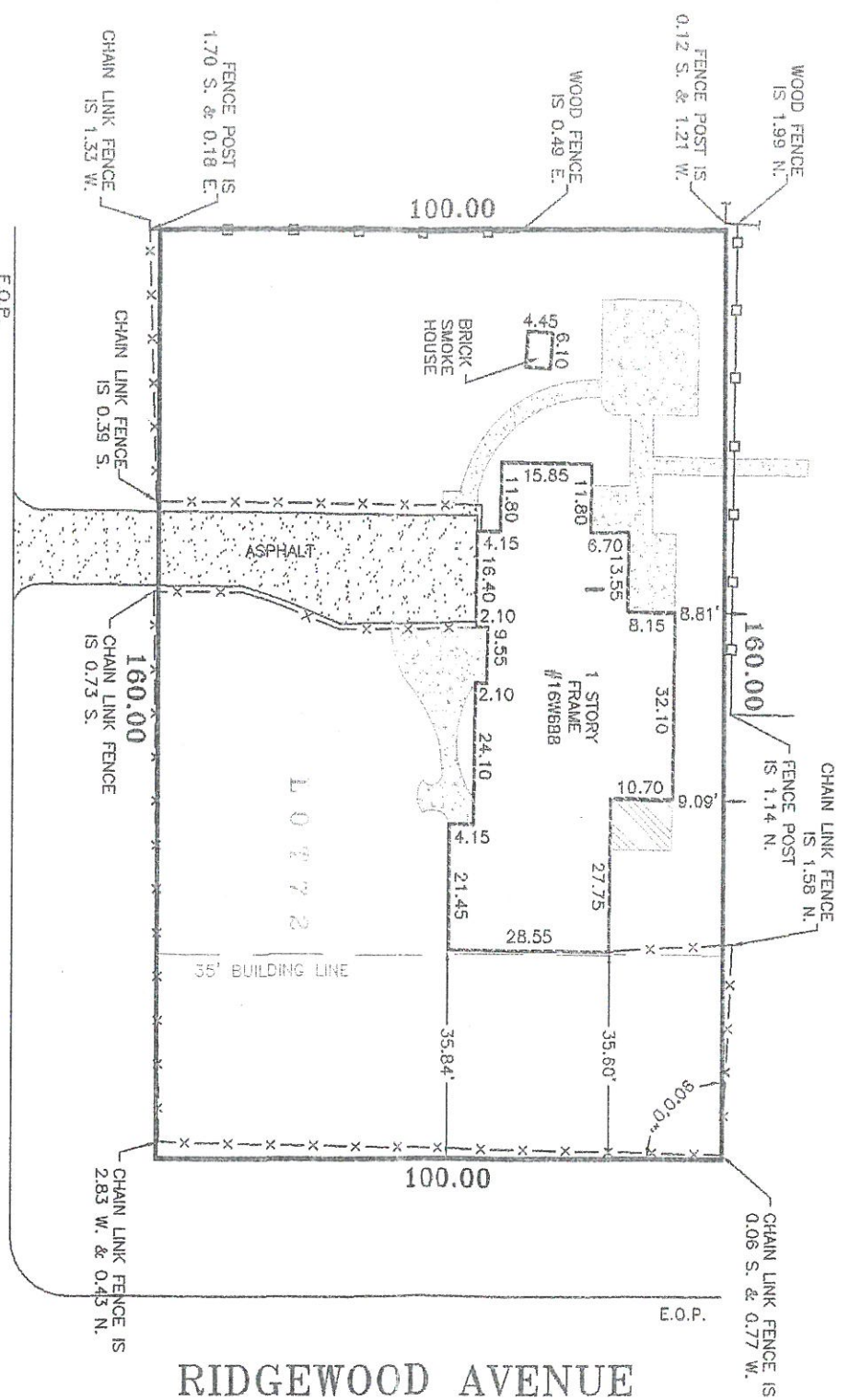
Studnicka and Associates, Ltd.

Topographical
Condominium
Site Plan

Tel. 815 485-0445
Fax 815 485-0528

2025 Jackson Branch Dr.
New Lenox, Illinois 60451

LOT 72 IN VOLK BROTHER'S SECOND ADDITION TO EDGEWOOD, IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 7, 1926 AS DOCUMENT 213086, IN DUPAGE COUNTY, ILLINOIS.



2nd AVENUE

RIDGEWOOD AVENUE

Scale: 1" = 30 feet

Distances are marked in feet and decimals.

Ordered by: Christopher S. Kozioł

Order No.: 6-2-214

Compare all points before building by same and at once report any difference.

For building lines, restrictions, or easements not shown hereon, refer to abstract, deed or ordinance.

Field work completed: 3/2/06

Drawn by: P. Davis

Proofed by: K. Alvarez

Design Firm Registration # 184-002791

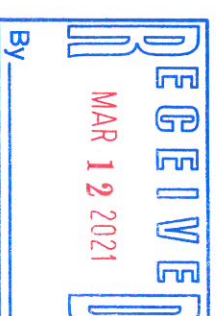
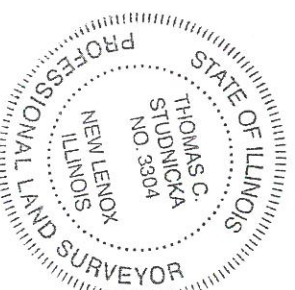
STATE OF ILLINOIS }
COUNTY OF WILL. } SS

Studnicka and Associates, Ltd., an Illinois Land Surveying Corporation do hereby certify that this professional service conforms to the current Illinois standards for a boundary survey.

New Lenox, IL, March 3, A.D. 2006

by *Thomas C. Studnicka*

License No. 3304 Expires 11/30/06



Village of Bensenville
Annexation Application

Property to be Annexed:

Address: 16W688 2nd Ave.
Bensenville, Il 60106

PIN(s): 03-23-105-005

Property Owners' Information:

Name: Subheiah Ghanimah

Address: 408 S. Briar Lane
Bensenville, Il 60106

Phone: (630)330-6600

Email: sghanimah@comcast.net

Please fill in the following information for each person residing at the above address. Please check all the applicable boxes.

- 1) Name: Subheiah Ghanimah Owner X Elector Tenant Senior
- 2) Name: Owner Elector Tenant Senior
- 3) Name: Owner Elector Tenant Senior
- 4) Name: Owner Elector Tenant Senior
- 5) Name: Owner Elector Tenant Senior
- 6) Name: Owner Elector Tenant Senior

Note:

- a) An Owner is an Individual or entity in possession of title for the land/building.
- b) An Elector is a person registered to vote who resides at the address.
- c) A Tenant/Renter is a person to whom a landlord grants use of the land/building, usually in exchange for rent.
- d) A Senior is a resident who is of 65 years of age or older.

PETITION FOR VOLUNTARY ANNEXATION

**TO: The President, Board of Trustees and Village Clerk
Village of Bensenville, Illinois**

WHEREAS, the undersigned Owners are the owners of the property that is legally described on "Exhibit 1" (the "Subject Property"), which is attached hereto and incorporated herein; and

WHEREAS, the undersigned Electors are 51% or more of the Electors residing upon the Subject Property (Pursuant to Illinois Statute, 65 ILCS 5/7-1-1.1, an "Elector" is anyone registered to vote); and

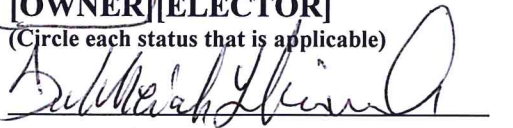
NOW THEREFORE, the undersigned Owners and Electors do hereby petition to annex the property legally described in Exhibit 1 along with any adjacent rights-of-way that are not already within any municipality, if any, to the Village of Bensenville, Illinois pursuant to Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/7-1-8), and under oath state as follows:

1. The above recitals are true, correct, material to this Petition and incorporated herein as if they were fully set forth in this paragraph.
2. The Subject Property is not within the corporate limits of any municipality.
3. The Subject Property is either contiguous to the corporate limits of the Village of Bensenville.
4. The undersigned Owners are the only owners of the Subject Property.
5. The undersigned Electors residing on the Subject Property, if any, state that at least 51% of the Electors residing upon the Subject Property have signed this Petition. (Pursuant to Illinois Statute, 65 ILCS 5/7-1-1.1 an "Elector" is anyone registered to vote)
6. The undersigned Owners and Electors, request that the corporate authorities of the Village of Bensenville annex the Subject Property along with those portions of any right-of-way that are adjacent to the Subject Property and not within another municipality, if any, by the passage of an Ordinance pursuant to 65 ILCS 5/7-1-8.

After first being duly sworn and under oath, the undersigned Owners and Electors state that the statements contained herein are true and correct to the best of each of their knowledge and belief.

[OWNER][ELECTOR]

(Circle each status that is applicable)



Subheiah Ghossein

[Printed Name]

Date: 4/6/2021

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

[OWNER][ELECTOR]

(Circle each status that is applicable)

[Printed Name]

Date: _____

(add additional signature lines as necessary)

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Subheiah Phamvith, personally known to me to be the individual that appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing Petition for Voluntary Annexation as an [OWNER][ELECTOR] (Circle each status that applies) for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this 6th day

of April, 2021.

Notary Public



STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

appeared before me this day in person, did acknowledged that he signed, sealed and delivered the forgoing Petition for Voluntary Annexation as an [OWNER][ELECTOR] (Circle each status that applies) for the uses and purposes therein set forth.

Given under my hand and official seal
and sworn to before me this _____th day

of _____, 2021.

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

Given under my hand and official seal
and sworn to before me this th day

Notary Public

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the individual that

Given under my hand and official seal
and sworn to before me this th day

Notary Public

EXHIBIT 1 TO PETITION FOR ANNEXATION
Legal Description

LOT 72 IN VOLK BROTHER'S SECOND ADDITION TO EDGEWOOD, IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

PIN #: 03 – 23 – 105 – 005

Common Address: 16W688 2nd Avenue, Bensenville, IL 60106

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.11.21**DESCRIPTION:**

Ordinance Approving a Zoning Map Amendment and Preliminary Plat of Subdivision at 16W688 2nd Avenue, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Petitioner is concurrently applying for approval of an Annexation Agreement and to annex the subject property into the Village. Under Village Ordinance, annexed properties are designated R-1 Single-Unit Dwelling District.
2. The Annexation Agreement Public Hearing and action on the Ordinance approving the Agreement should be resolved prior to consideration of this request.
3. The Petitioner is seeking a Zoning Map Amendment upon Annexation to rezone the 16,000 SF parcel to R-3 Single-Unit Dwelling District in order to subdivide the lots and eventually construct two single-family homes.
4. Please note that the attached Preliminary Plat of Subdivision shows two proposed subdivided parcels, 16W688 2nd Avenue (subject property) and 400 S Ridgewood. The Petitioner is seeking the same approvals at 400 S Ridgewood, excluding annexation as the property is located within the Village, which appeared before the CDC at their April 6 Public Hearing (CDC Case 2021-05).

KEY ISSUES:

1. Should the rezoning be approved, the proposed lots would adhere to the bulk requirements of R-3 District.
 1. The proposed lots have widths of 50 feet and areas of 8,000 SF. The minimum lot width and area required in the R-3 District are 50 feet and 6,000 SF, respectively.
2. Having not yet received a Final Plat of Subdivision certified by a land surveyor, this review is purely for a Preliminary Plat of Subdivision. The Petitioner is required to come back through the CDC and Village Board public review process for approval of the Final Plat of Subdivision.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Zoning Map Amendment at 16W688 2nd Avenue.
2. Staff recommends the Approval of the Preliminary Plat of Subdivision at 16W688 2nd Avenue, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:
 1. The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.
 2. Upon annexation, the subject property will be addressed under the Village address system; and
 3. The property owner shall seek annexation of the property to the Bensenville Fire Protection District #2.
3. At their 04.06.21 Public Hearing, the Community Development Commission voted unanimously (4-0) to

recommend approval of the Zoning Map Amendment and Preliminary Plat of Subdivision with the above condition.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance granting a Preliminary Plat of Subdivision and a Zoning Map Amendment upon Annexation to rezone the subject property from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District at 16W688 2nd Avenue.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	5/4/2021	Ordinance
Draft CDC Minutes	5/4/2021	Backup Material
Case Cover Page	5/4/2021	Cover Memo
Aerial & Zoning Exhibits	5/4/2021	Backup Material
Legal Notice	5/4/2021	Backup Material
Application	5/4/2021	Backup Material
Approval Standards Letter	5/4/2021	Backup Material
Staff Report	5/4/2021	Executive Summary
Plat of Survey	5/4/2021	Backup Material
Petitioner Exhibit	5/4/2021	Backup Material
Draft Preliminary Plat of Subdivision	5/4/2021	Backup Material
Preliminary Plat of Subdivision	5/4/2021	Backup Material

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A ZONING MAP AMENDMENT UPON
ANNEXATION AND PRELIMINARY PLAT OF SUBDIVISION
AT 16W688 2ND AVENUE, BENSENVILLE, ILLINOIS**

WHEREAS, Subheiah Ghanimah (“Owner/Applicant”) of 408 South Briar Lane, Bensenville, IL 60106, filed an application for Zoning Map Amendment upon Annexation, Municipal Code Section 10-3-6 of the Bensenville Village Zoning Ordinance (“Zoning Ordinance”) and Preliminary Plat of Subdivision, Municipal Code Section 11-3 of the Bensenville Village Code, for the property located at 16W688 2nd Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Zoning Map Amendment and Plat of Subdivision sought by the Applicant was published in the Bensenville Independent on Thursday, March 18, 2021 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property on Wednesday, March 17, 2021, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Monday, March 15, 2021, 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 April 6, 2021, 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 the Applicant, recommending approval of the Zoning Map Amendment upon Annexation from R-1 Single-Unit Dwelling District to R-3

Single-Unit Dwelling District, and the Preliminary Plat of Subdivision, and thereafter, voted unanimously (4-0) to recommend approval of the Zoning Map Amendment and Preliminary Plat of Subdivision with conditions and forwarded its recommendations, including the Staff Report and findings relative to the Zoning Map Amendment and Preliminary Plat of Subdivision, 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 Zoning Map Amendment upon Annexation and Preliminary Plat of Subdivision, as recommended by the Community Development Commission to allow the Zoning Map Amendment and Preliminary Plat of Subdivision, is consistent with the Zoning Ordinance.

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

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Staff Report and Recommendations to approve the Zoning Map Amendment upon Annexation and Preliminary Plat of Subdivision sought by the Applicant, as allowed by the Zoning Ordinance, Section 10-3-6, and the Bensenville Village Code, Section 11-3, 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 Zoning Map Amendment and Preliminary Plat of Subdivision are proper and necessary.

Section 3. That the Zoning Map Amendment, as sought by the Applicant of the Subject Property, to rezone the property upon Annexation from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District is hereby granted.

Section 4. That the Preliminary Plat of Subdivision as sought by the Applicant of the Subject Property is hereby granted with the following condition:

1. The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.
2. Upon annexation, the subject property will be addressed under the Village address system; and
3. The property owner shall seek annexation of the property to the Bensenville Fire Protection District #2.

Section 5. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Zoning Map Amendment and Preliminary Plat of Subdivision granted herein.

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

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form 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 11th day of May 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2021
Exhibit “A”

The Legal Description is as follows:

LOT 72 IN VOLK BROTHER’S SECOND ADDITION TO EDGEWOOD, IN THE
NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF
SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS
DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 16W688 2nd Avenue, Bensenville, IL 60106.

Ordinance # ____ - 2021
Exhibit “B”
Findings of Fact

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

1. **Public Welfare:** The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant’s Response: The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded by single-family homes. The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health and safety to the surrounding properties and will actually improve the health and safety as the Village will be eliminating a vacant lot with an occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

2. **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

Applicant’s Response: The proposed amendment is compatible with the existing character and zoning of the adjacent properties. All of the properties to the North are zoned R3. All of the properties to the West and East are also zoned R3. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area.

3. **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant’s Response: The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The annexation of the property will allow the Village of Bensenville to collect real estate taxes and water and sewer charges from the property. The Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will

not be able to develop the lot without subdividing the lot to recover some of the cost without the two-lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and have an unincorporated property annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

5. **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

6. **Consistent with Title and Plan:** The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.

The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along Il-83.

The rezoning of the property from R-1 to R-3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R-3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

Ms. Fawell stated Staff recommends the Approval of Annexation request at 16W688 2nd Avenue.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Zoning Map Amendment from R-1 to R-3 at 16W688 2nd Avenue.

Ms. Fawell stated Staff recommends the Approval of the Preliminary Plat of Subdivision at 16W688 2nd Avenue, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:

- 1) The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision; and
- 2) Upon annexation, the subject property will be addressed under the Village address system; and
- 3) The property owner shall seek annexation of the property to the Bensenville Fire Protection District #2.

There were no further questions from the Commission.

Motion: Commissioner Wasowicz made a motion to close CDC Case No. 2021-06. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-06 at 7:15 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Approval of the Zoning Map Amendment from R-1 to R-3 at 16W688 2nd Avenue. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Plat of Subdivision at 16W688 2nd Avenue. 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

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

April 6, 2021

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

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

STAFF PRESENT: K. Fawell, M. Patel*, K. Pozsgay, C. Williamsen

**Attended the meeting via electronic means*

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the March 2, 2021 were presented.

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

All were in favor. Motion carried.

Senior Village Planner, Kurtis Pozsgay and Village Planner, Kelsey Fawell, were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

[...]

Public Hearing: CDC Case Number 2021-06
Petitioner: Subheiah Ghanimah
Location: 16W688 2nd Avenue
Request: Annexation
Zoning Map Amendment R-1 → R-3
Municipal Code Section 10 – 3 – 6
Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

Motion: Commissioner Wasowicz made a motion to open CDC Case No. 2021-06. Commissioner King seconded the motion.

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

Chairman Rowe opened CDC Case No. 2021-06 at 7:08 p.m.

Village Planner, Kelsey Fawell was present and sworn in by Chairman Rowe. Ms. Fawell stated a Legal Notice was published in the Bensenville Independent on March 18, 2021. Ms. Fawell stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Ms. Fawell stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on March 17, 2021. Ms. Fawell stated on March 15, 2021 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. Ms. Fawell stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Ms. Fawell stated the Petitioner is applying to annex the subject property into the Village. Under Village Ordinance, annexed properties are designated R-1 Single-Unit Dwelling District. Ms. Fawell stated the Petitioner is seeking a Zoning Map Amendment to rezone the 16,000 SF parcel to R-3 Single-Unit Dwelling District in order to subdivide the lots and eventually construct two single-family homes. Ms. Fawell stated should the rezoning be approved, the proposed lots would adhere to the bulk requirements of R-3 District.

Ms. Fawell stated the proposed lots have widths of 50 feet and areas of 8,000 SF. Ms. Fawell stated the minimum lot width and area required in the R-3 District are 50 feet and 6,000 SF, respectively.

Marshall J. Subach of Hunt & Subach, Ltd. was present and previously sworn in by Chairman Rowe. Mr. Subach stated this was the same request as the prior case, on the opposite side of the road.

Public Comment

Henry Wesseler – 342 Briar Lane, Bensenville, Illinois

Mr. Wesseler was present and previously sworn in by Chairman Rowe. Mr. Wesseler stated he was in support of the proposed re-subdivision and looked forward to seeing the area developed.

Paul De Michele – 17W275 Roddeck Lane, Bensenville, Illinois

Mr. De Michele was present and sworn in by Chairman Rowe. Mr. De Michele stated Fire District No. 1 had not received a certified letter indicating the petitioner was changing their services to Fire District No. 2. Ms. Fawell stated that would be a condition should this matter be approved by the Village Board.

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

1. **Public Welfare:** The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded by single-family homes. The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health and safety to the surrounding properties and will actually improve the health and safety as the Village will be eliminating a vacant lot with an occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

2. **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

Applicant's Response: The proposed amendment is compatible with the existing character and zoning of the adjacent properties. All of the properties to the North are zoned R3. All of the properties to the West and East are also zoned R3. Adding two newly constructed homes on the

2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area.

3. **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The annexation of the property will allow the Village of Bensenville to collect real estate taxes and water and sewer charges from the property. The Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot without subdividing the lot to recover some of the cost without the two-lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and have an unincorporated property annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

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Applicant's Response: The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

6. **Consistent with Title and Plan:** The proposed amendment is

consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.

The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along Il-83.

The rezoning of the property from R-1 to R-3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R-3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

Ms. Fawell stated Staff recommends the Approval of Annexation request at 16W688 2nd Avenue.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Zoning Map Amendment from R-1 to R-3 at 16W688 2nd Avenue.

Ms. Fawell stated Staff recommends the Approval of the Preliminary Plat of Subdivision at 16W688 2nd Avenue, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:

- 1) The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision; and
- 2) Upon annexation, the subject property will be addressed under the Village address system; and
- 3) The property owner shall seek annexation of the property to the Bensenville Fire Protection District #2.

There were no further questions from the Commission.

Motion: Commissioner Wasowicz made a motion to close CDC Case No. 2021-06. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2021-06 at 7:15 p.m.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Approval of the Zoning Map Amendment from R-1 to R-3 at 16W688 2nd Avenue. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Plat of Subdivision at 16W688 2nd Avenue. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

**Report from
Community
Development:**

Ms. Fawell reviewed both recent CDC cases along with upcoming cases.

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

All were in favor. Motion carried.

The meeting was adjourned at 7:17 p.m.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 04.06.21

CDC Case #2021 – 06

**Subheiah Ghanimah
16W688 2nd Avenue**

Annexation

Zoning Map Amendment, R-1 → R-3
Municipal Code Section 10 – 3 – 6

Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

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



CDC #2021 – 06

16W688 2nd Avenue
Subheiah Ghanimah
Annexation;

Zoning Map Amendment, R-1 → R-3

Municipal Code Section 10 – 3 – 6

Plat of Subdivision

Municipal Code Section 11 – 3



Village of Bensenville

16W 688 2nd Avenue

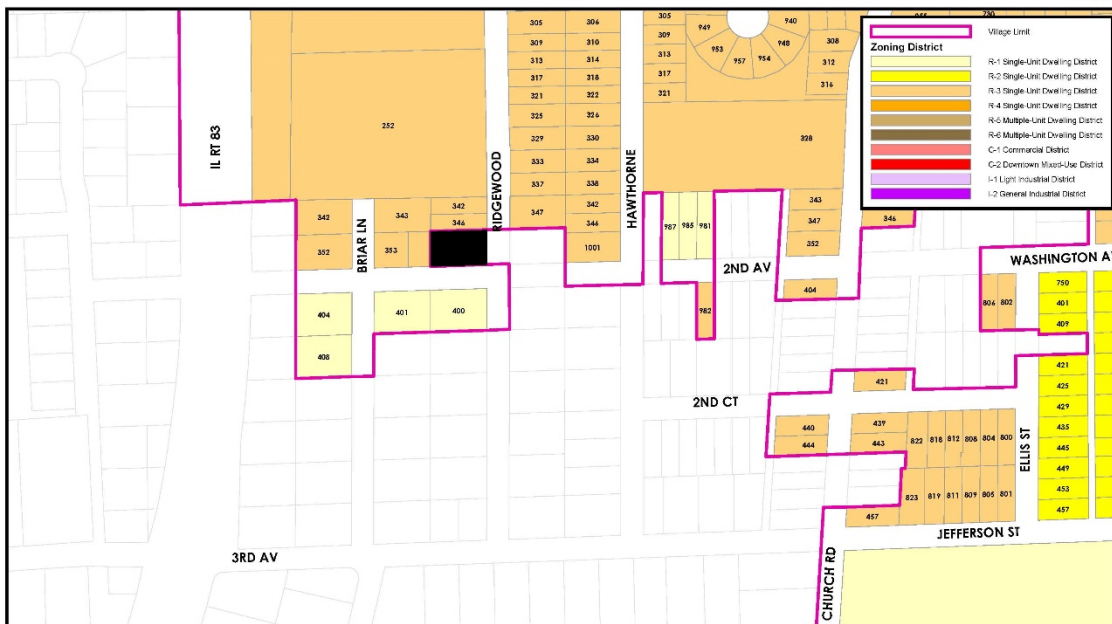


Date: 3/15/2021



Village of Bensenville

Zoning Map



Date: 3/15/2021

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

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, April 6, 2021 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2021 - 06 to consider a request for:

Annexation;

Zoning Map Amendment, R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District
Municipal Code Section 10 – 3 – 6;

Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

at 16W688 2nd Avenue in an existing Unincorporated DuPage County R-4 Single Family Residence District The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

LOT 72 IN VOLK BROTHER'S SECOND ADDITION TO EDGEWOOD, IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 16W688 2nd Avenue, Bensenville, IL 60106.

Subheiah Ghanimah of 408 S Briar Lane is the owner and applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. Interested parties are encouraged to attend the Public Hearing via electronic means. Directions for electronic attendance and participation will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through April 6, 2021 until 5:00 P.M

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
March 18, 2021**

For Office Use Only		
Date of Submission: <u>4/12</u>	MUNIS Account #: <u>10772</u>	CDC Case #: <u>2021-06</u>

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 16W688 Ridgewood Ave. Bensenville, IL 60106

Property Index Number(s) (PIN): 03-23-103-005

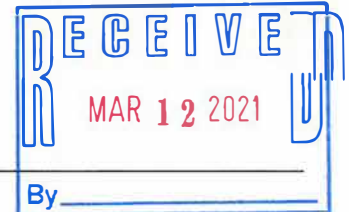
A. PROPERTY OWNER:

Subheiah Ghanimah

Name	Corporation (if applicable)	
<u>408 S. Briar Lane</u>		
Street		
<u>Bensenville</u>	<u>IL</u>	<u>60106</u>
City	State	Zip Code
<u>Marshall Subach</u>	<u>(630)860-7800</u>	<u>mjsubach@7800law.com</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



Name	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☐ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☒ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☒ Plat of Subdivision
- ☒ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☒ Affidavit of Ownership** (signed/notarized)
- ☒ Application**
- ☒ Approval Standards**
- ☒ Plat of Survey/Legal Description
- ☒ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☒ Application Fees
- ☒ Fees agreement**

**Item located within this application packet.

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

The Petitioner is seeking to annex the subject property into the Village of Bensenville.

The Petitioner is also seeking a rezoning of the property from R1 to R3 and to subdivide the lot into 2 lots for the construction of two single family homes. Each lot will be 50x160 and 8000 square feet.

C. PROJECT DATA:

1. General description of the site: vacant land lot size of 100X160
2. Acreage of the site: 37 Building Size (if applicable): n/a
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.)

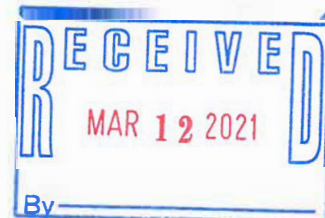
None

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	R4	vacant	DuPage County
North:	R3	single family	Bensenville
South:	R1	single family	BensenVille
East:	R4	single family	DuPage County
West:	R3	single family	Bensenville

D. APPROVAL STANDARDS:

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



Hunt & Subach Ltd.

ATTORNEYS AT LAW

THOMAS CASEY HUNT
MARSHALL J. SUBACH
STEPHEN SPIEGEL
SPENCER C. HUNT

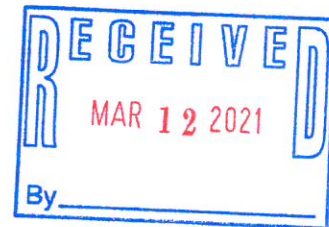
1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

Of Counsel

Daniel J. Kaiser
Mariam L. Hafezi
Brad S. Telander
Philip D. Blomberg

March 12, 2021

Mr. Scott Viger
Community Development Director
Community and Economic Development Dept.
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106



RE: Subheiah Ghanimah
16W688 Ridgewood- 2nd Avenue
Request for annexation, rezoning and subdivision

Dear Mr. Viger:

My office represents the Petitioner, Subheiah (Sophie) Ghanimah with respect to her request for the annexation, rezoning and subdivision of the property at 16W688 Ridgewood, Bensenville, Illinois 60106. The Petitioner is a Bensenville resident for over fifteen (15) years and raised her five children in town.

The Petitioner is seeking to annex the property into Bensenville, rezone the property from R1 to R3 and have the vacant lot subdivided into two (2) lots to allow for the construction of two (2) new single-family homes. Each of the lots will face Ridgewood Avenue and hook into existing water and sewer mains.

The code requirements for the R3 zoning is 6000 square feet of minimum lot area and lot width of 50 feet.

Each of the new lots would be 8000 square feet and have a lot width of 50 feet wide and 160 feet deep. Each lot would meet all of the requirements of the R3 zoning district.

As to the Approval Criteria for the annexation, rezoning and subdivision, Petitioner submits the following:

- a. The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded single-family homes.

The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health a safety to the surrounding properties and will actually improve the health a safety as the Village will be eliminating a vacant lot with and occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

b. The proposed amendment is compatible with the existing, character and zoning of the adjacent properties. All of the properties to the North are zoned R3. All of the properties to the West and East are also zoned R3. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area.

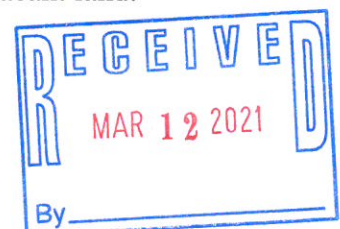
c. The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The annexation of the property will allow the Village of Bensenville to collect real estate taxes and water and sewer charges from the property. The hardship to the Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot with subdividing the lot to recover some of the cost without the two-lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

d. The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and have an unincorporated property annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

e. The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

f. The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.



The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.


The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along Il-83.

The rezoning of the property from R1- to R3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

The attached Web Map from the Village of Bensenville is attached hereto as Exhibit "A". The rezoning of this property to R3 and allowing the two-lot subdivision along with the future of annexation and rezoning to the south will fit harmoniously with the existing zoning map.

If the Village of Bensenville wants to not only support new residential development, but also act as a catalyst for future annexation and redevelopment, the Petitioner's request for annexation, rezoning and the two-lot subdivision should be approved.

Respectfully submitted,
HUNT & SUBACH, LTD.



Marshall J. Subach
Attorney for Petitioner



STAFF REPORT

HEARING DATE: April 6, 2021
CASE #: 2021 – 06
PROPERTY: 16W688 2nd Avenue
PROPERTY OWNER: Subheiah Ghanimah
APPLICANT: Same
SITE SIZE: 16,000 SF
BUILDING SIZE: N/A
PIN NUMBER: 03-23-103-005
ZONING: R-1 Single-Unit Dwelling District
REQUEST: Annexation
Zoning Map Amendment R-1 → R-3
Municipal Code Section 10 – 3 – 6
Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

PUBLIC NOTICE:

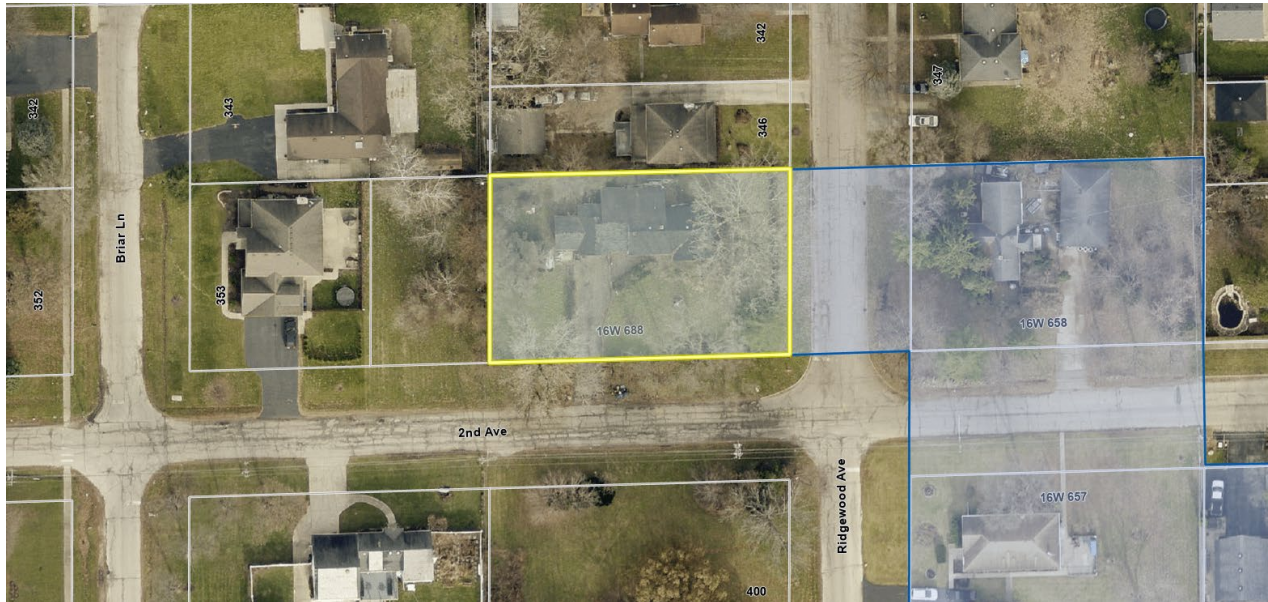
1. A Legal Notice was published in the Bensenville Independent on Thursday, March 18, 2021. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Wednesday, March 17, 2021.
3. On Monday, March 15, 2021, 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 applying to annex the subject property into the Village. Under Village Ordinance, annexed properties are designated R-1 Single-Unit Dwelling District. The Petitioner is seeking a Zoning Map Amendment to rezone the 16,000 SF parcel to R-3 Single-Unit Dwelling District in order to subdivide the lots and eventually construct two single-family homes. Should the rezoning be approved, the proposed lots would adhere to the bulk requirements of R-3 District. The proposed lots have widths of 50 feet and areas of 8,000 SF. The minimum lot width and area required in the R-3 District are 50 feet and 6,000 SF, respectively.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	R – 4	Vacant Residential	Unincorporated Single Family Residential	DuPage County
North	R – 3	Residential	Single Family Residential	Village of Bensenville
South	R – 1	Vacant Residential	Single Family Residential	Village of Bensenville
East	R – 4	Residential	Unincorporated Single Family Residential	DuPage County
West	R – 3	Vacant Residential	Single Family Residential	Village of Bensenville

**DEPARTMENT COMMENTS:**

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

- 1) Account up to date.

Police:

- 1) No objections.

Engineering and Public Works:

Public Works:

- 1) No comments.

Engineering:

- 1) No comments on rezoning or subdivision. Please note that when the Petitioner submits development plans for the new homes, the projects will be subject to the subdivision requirements in the Village Code (Section 11-5), such as street grading and improvements, pedestrianways, and the requirements set forth for public utilities. The projects will also be to subject to applicable stormwater requirements.

Community & Economic Development:

Economic Development:

- 1) This property is unincorporated, so no property tax currently comes to the Village.
- 2) There are similar sized lots to this proposed split north on Ridgewood.
 - a. 317 N Ridgewood Ave = \$6,606 in 2020 property taxes.
 - b. 346 N Ridgewood Ave = \$5,666 in 2020 property taxes.

Fire Safety:

- 1) No comments.

Building:

- 1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Unincorporated” and “Single Family Residential” for this property.
- 2) The current zoning of this vacant parcel Unincorporated DuPage County R-4 Single Family Residence District.
 - a. The DuPage County Zoning Ordinance requires lots located in the R-4 District have minimum areas of 10,000 SF, and widths of 75 feet for interior lots and 100 feet for corner lots.
- 3) The Petitioner is seeking to annex this property into the Village. Per Section 10-6-5 of the Village Zoning Ordinance, any property annexed to the Village shall be classified R-1 Single-Unit Dwelling District and shall be subject to the requirements of the R-1 District until the property is rezoned.
- 4) A Zoning Map Amendment is being sought to rezone the parcel upon annexation to R-3 Single-Unit Dwelling District.
 - a. Per Section 10-6-8-1, lots located in the R – 1 District are required to have a minimum lot area of 16,000 SF and a minimum lot width of 100 feet.
 - b. Per Section 10-6-8-1, lots located in the R – 3 District are required to have a minimum lot area of 6,000 SF and a minimum lot width of 50 feet.
 - c. The proposed two lots in the requested Preliminary and Final Plat of Subdivision have areas of 8,000 SF and widths of 50 feet.

- 5) Lots in the R-3 District are required to adhere to the following setback requirements:
 - a. Minimum Front Setback: 30 feet
 - b. Minimum Corner Side Setback: 10 feet
 - c. Minimum Interior Side Setback: 6 feet
 - d. Minimum Rear Setback: 25 feet
 - e. The buildable width of the single-family homes on the two lots will be 34 feet each.
- 6) Planning Department staff is supportive of the requested Map Amendment and Plat of Subdivision as the rezoning is harmonious with the neighboring properties- surrounding properties north of 2nd Avenue are zoned R-3 Single-Unit Dwelling District. Please view attached figures in agenda packet.
- 7) Having received no Plat of Subdivision certified by a land surveyor, this review is purely for a Preliminary Plat of Subdivision. The Petitioner is required to come back through the CDC and Village Board public review process for approval of the Final Plat of Subdivision.
- 8) Upon annexation, the subject property will be addressed under the Village address system.
- 9) The property owner shall seek annexation of the property to the Bensenville Fire Protection District #2.
- 10) It should be noted that this Petitioner is concurrently seeking approval for a Zoning Map Amendment and Plat of Subdivision for the property located at 400 South Ridgewood (CDC Case 2021-05).

APPROVAL STANDARDS FOR ZONING MAP AMENDMENTS:

- 1) **Public Welfare:** The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded by single-family homes.

The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health and safety to the surrounding properties and will actually improve the health and safety as the Village will be eliminating a vacant lot with an occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

- 2) **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

Applicant's Response: The proposed amendment is compatible with the existing character and zoning of the adjacent properties. All of the properties to the North are zoned R3. All of the properties to the West and East are also zoned R3. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area.

- 3) **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The annexation of the property will allow the Village of Bensenville to collect real estate taxes and water and sewer charges from the property. The Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot without subdividing the lot to recover some of the cost without the two-lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

- 4) **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and have an unincorporated property annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

- 5) **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

- 6) **Consistent with Title and Plan:** The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.

The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along IL-83.

The rezoning of the property from R-1 to R-3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R-3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

Zoning Map Amendment Approval Standards	Meets Standard	
	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Neighborhood Character	X	
3. Public Gain	X	
4. Community Need	X	
5. Amendment Objective	X	
6. Consistent with Title and Plan	X	

RECOMMENDATIONS:

Staff recommends the Approval of Annexation request at 16W688 2nd Avenue.

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Zoning Map Amendment from R-1 to R-3 at 16W688 2nd Avenue.

Staff recommends the Approval of the Preliminary Plat of Subdivision at 16W688 2nd Avenue, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:

- 1) The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision; and
- 2) Upon annexation, the subject property will be addressed under the Village address system; and
- 3) The property owner shall seek annexation of the property to the Bensenville Fire Protection District #2.

Respectfully Submitted,
Department of Community & Economic Development



Residential
Commercial
ALTA

PLAT OF SURVEY

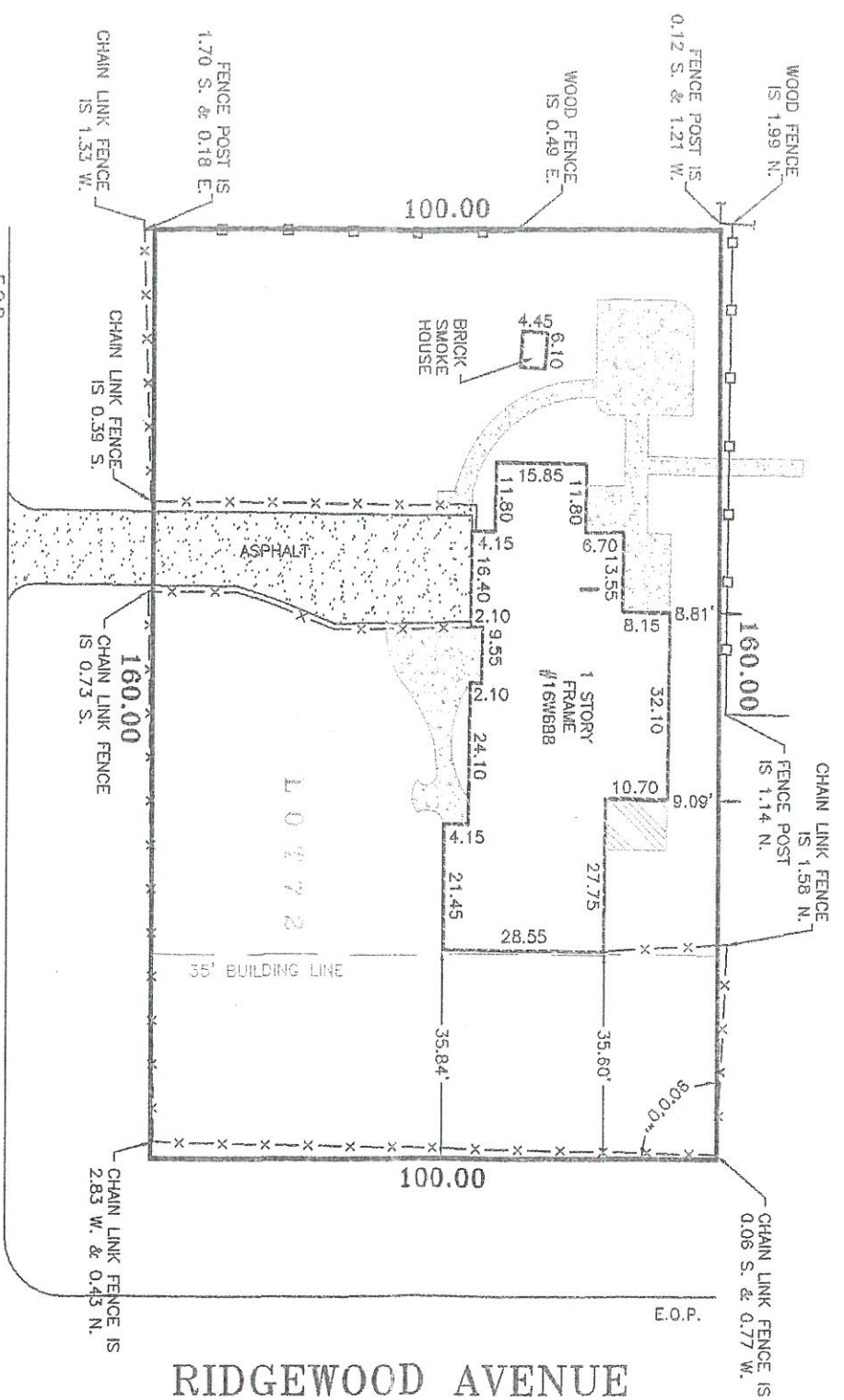
Studnicka and Associates, Ltd.

Topographical
Condominium
Site Plan

Tel. 815 485-0445
Fax 815 485-0528

2025 Jackson Branch Dr.
New Lenox, Illinois 60451

LOT 72 IN VOLK BROTHER'S SECOND ADDITION TO EDGEWOOD, IN THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED MAY 7, 1926 AS DOCUMENT 213086, IN DUPAGE COUNTY, ILLINOIS.



2nd AVENUE

Scale: 1" = 30 feet
Distances are marked in feet and decimals.
Ordered by: Christopher S. Kozioł
Order No.: 6-2-214

Compare all points before building by same and at once report any difference.
For building lines, restrictions, or easements not shown hereon, refer to abstract, deed or ordinance.

Field work completed: 3/2/06
Drawn by: P. Davis
Proofed by: K. Alvarez
Design Firm Registration # 184-002791

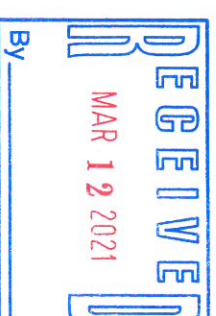
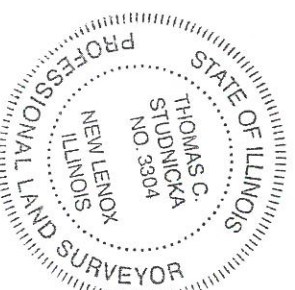
STATE OF ILLINOIS }
COUNTY OF WILL. } SS

Studnicka and Associates, Ltd., an Illinois Land Surveying Corporation do hereby certify that this professional service conforms to the current Illinois standards for a boundary survey.

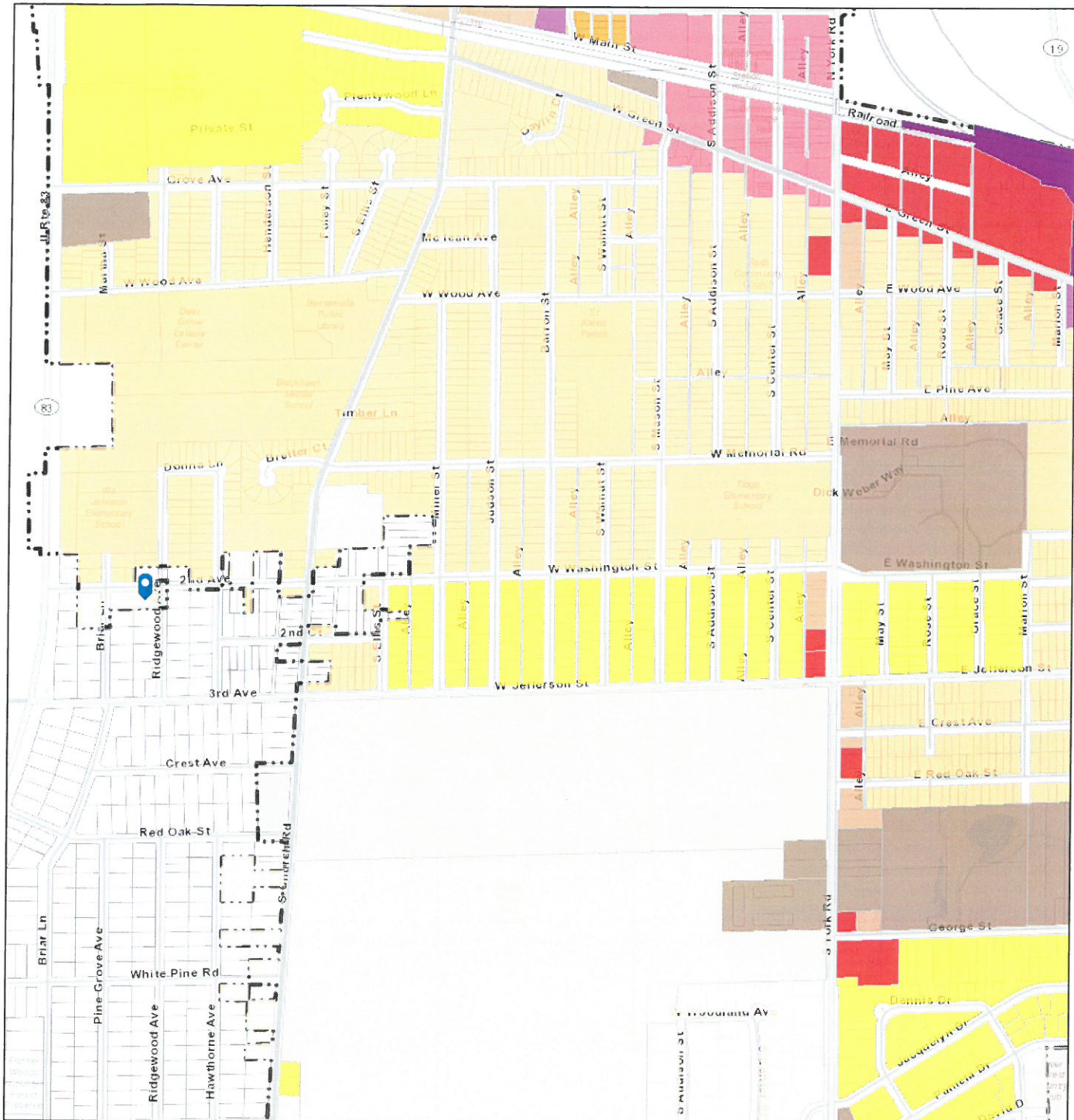
New Lenox, IL, March 3, A.D. 2006

by *Thomas C. Studnicka*

License No. 3304 Expires 11/30/06



ArcGIS Web Map

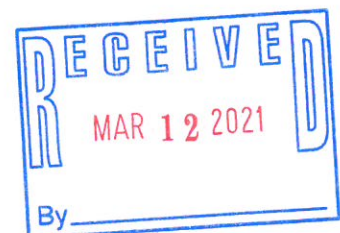
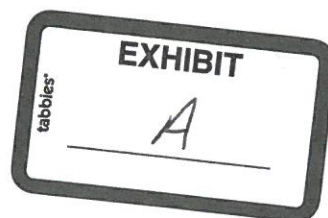
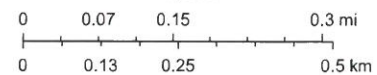


March 12, 2021

Zoning Districts

- 
- R-1
R-2
R-3
R-4
R-5
R-6
C-1
C-2
I-1
I-2

1:8,000



DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR
RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,
AFORESAID.

ON THE _____ DAY OF, A.D. 2021 AT _____ O'CLOCK __M.

RECORDER

BOOK NUMBER: _____

PAGE NUMBER: _____

DUPAGE COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____, COUNTY CLERK OF
DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED
TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE
RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED
PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON,
ILLINOIS

THIS _____ DAY OF _____, A.D. 2021.

DUPAGE COUNTY CLERK

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER
OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED
THE SAME TO BE SURVEYED, SUBDIVIDED AND/OR DEDICATED, AND
PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES
INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT
THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON
DESCRIBED IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT ____

HIGH SCHOOL DISTRICT ____

DATED THIS _____ DAY OF _____, AD 2021.

__SUBHEIAH GHANIMAH__
OWNER (PRINT) SIGNATURE

__ 408 S. BRIAR LANE, BENSENVILLE IL 60106 __
ADDRESS

NOTARY CERTIFICATE OF PROPERTY OWNER

STATE OF _____)

COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID
COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, PERSONALLY KNOWN TO ME TO BE THE
SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE
FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME
THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE
PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND
PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND
NOTARIAL SEAL, THIS _____ DAY OF _____, AD 2021.,
AT _____, ILLINOIS.

NOTARY PUBLIC (SEAL)

DIRECTOR OF PUBLIC WORKS

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

I, _____, DIRECTOR OF PUBLIC WORKS OF THE VILLAGE
OF BENSENVILLE, DO HEREBY CERTIFY THAT ALL PROVISIONS
PERTAINING TO STREET AND DRAINAGE REQUIREMENTS AND ALL OTHER
ENGINEERING MATTERS AS PRESCRIBED IN ORDINANCES OF THE
VILLAGE OF BENSENVILLE, INSOFAR AS THEY PERTAIN TO THE
ACCOMPANYING PLAT, HAVE BEEN SATISFACTORILY COMPLIED WITH.
ATTESTED TO THIS _____ DAY OF _____, AD 2021.

DIRECTOR OF PUBLIC WORKS
VILLAGE OF BENSENVILLE

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

APPROVED AND ACCEPTED THIS _____ DAY OF _____, AD 2021 BY
THE PRESIDENT OF THE VILLAGE OF BENSENVILLE, ILLINOIS.

(SEAL)

MAYOR

VILLAGE CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID
CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED
INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED
AGAINST THE LAND INCLUDED IN THE PLAT.
DATED AT BENSENVILLE, ILLINOIS

THIS _____ DAY OF _____, AD 2021 BY

VILLAGE TREASURER

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID
CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED
INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED
AGAINST THE LAND INCLUDED IN THE PLAT.
DATED AT BENSENVILLE, ILLINOIS

THIS _____ DAY OF _____, AD 2021.

BY: _____
VILLAGE CLERK

COMMUNITY DEVELOPMENT COMMISSION CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DU PAGE) SS

APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE
VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, AD 2021.

BY: _____
COMMISSION CHAIRMAN

ATTEST: _____
VILLAGE CLERK

COMMUNITY DEVELOPMENT DEPARTMENT

STATE OF ILLINOIS)

COUNTY OF DU PAGE) SS

APPROVED BY THE DIRECTOR OF COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT OF THE VILLAGE OF BENSENVILLE,
DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, AD 2021.

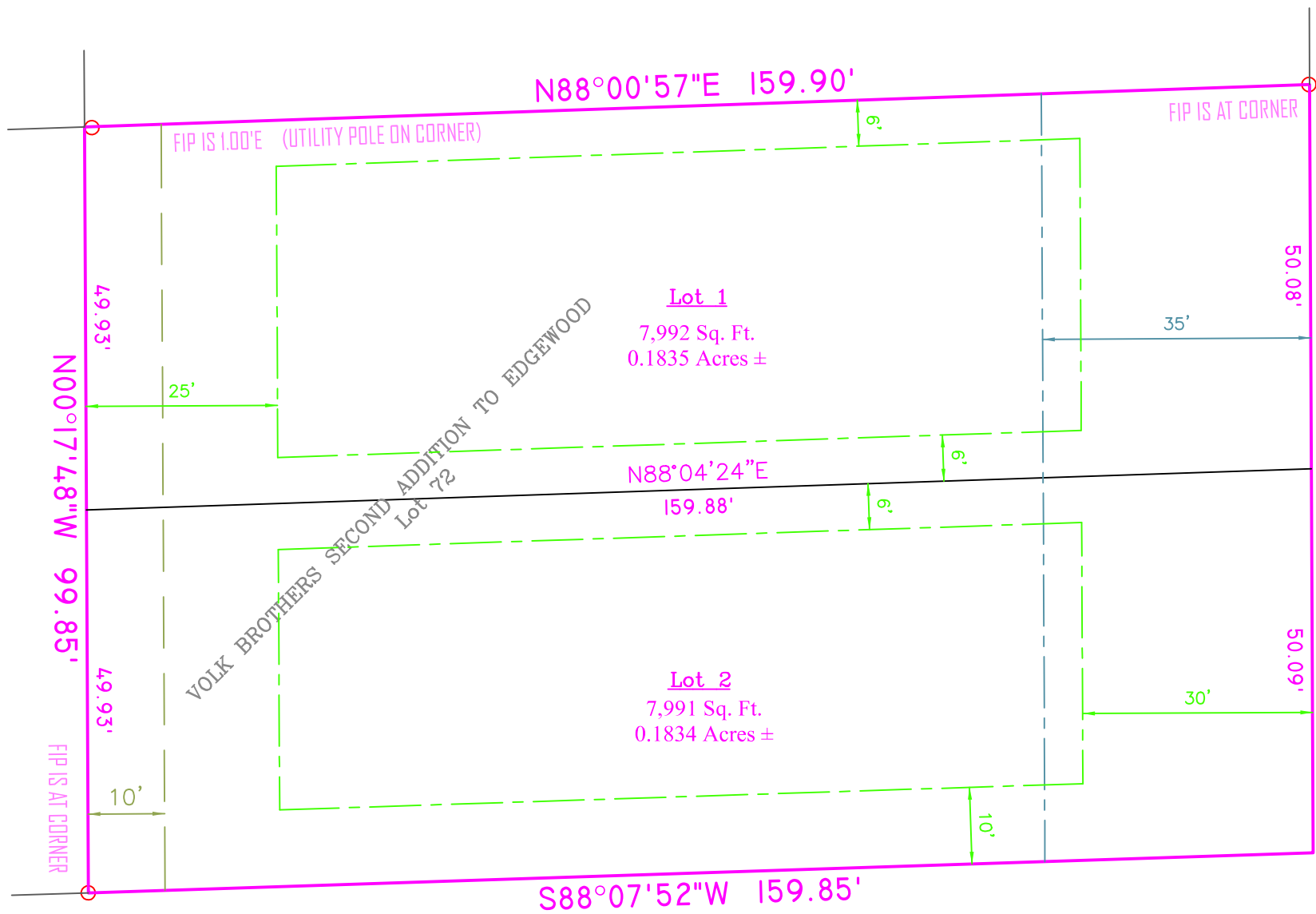
BY: _____
DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT

ATTEST: _____
VILLAGE CLERK

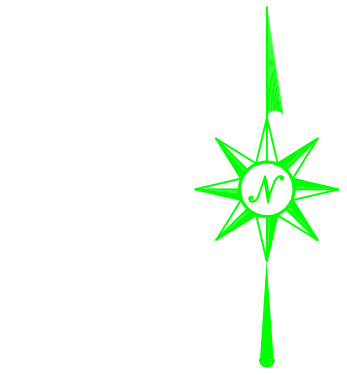
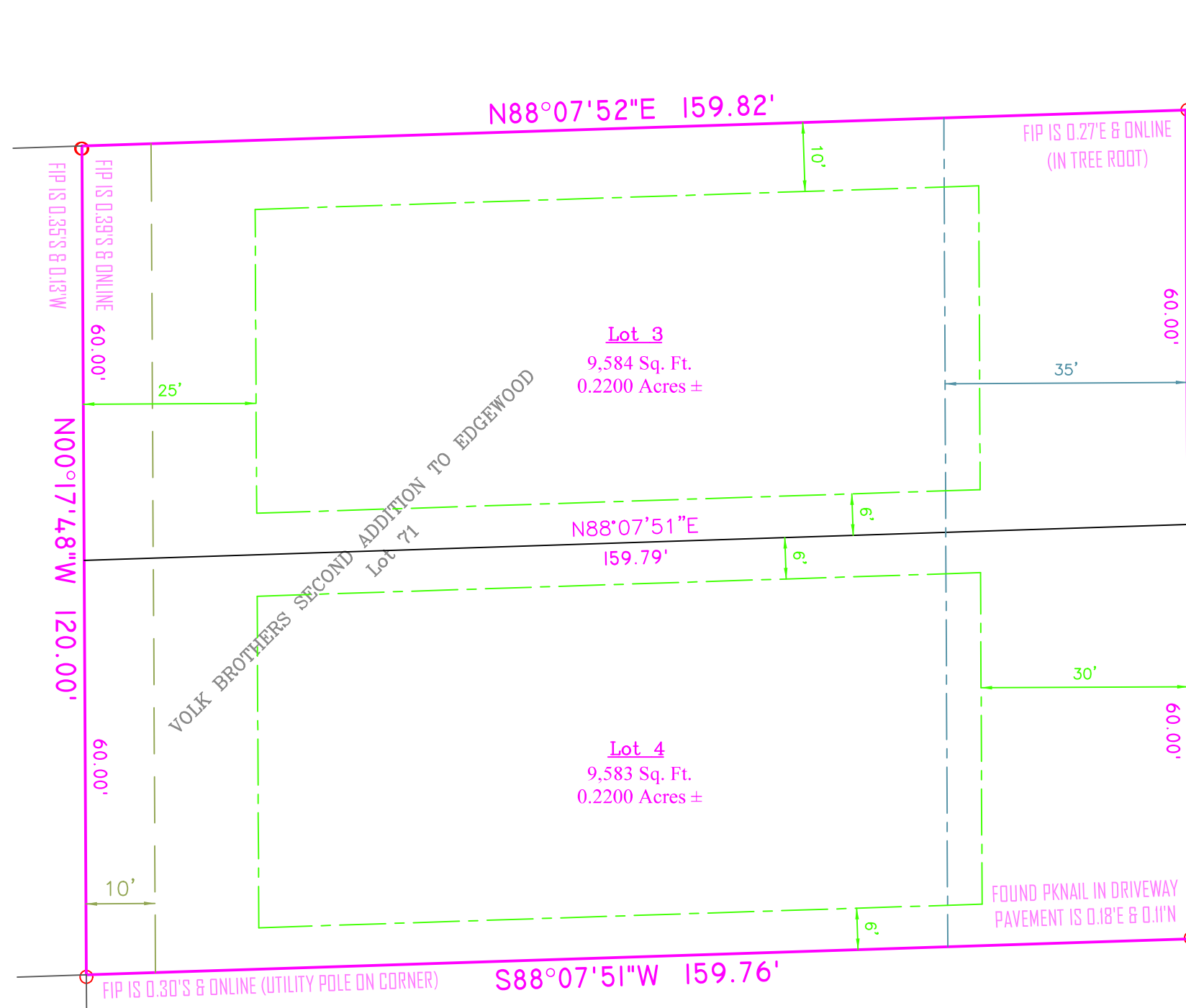
TAX BILL RECIPIENT:
Fares Ghanimah
234 S. Central Ave.
Wood DALE, IL 60191

FARES GHANIMAH RESUBDIVISION

OF PART OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE
II, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



SECOND AVENUE (66')
HEREFORE DEDICATED



Scale 1" = 20'

Legend

N,S,E,W = North, South, East, West

N'y, etc = Northerly, etc

NE'y, etc = Northeasterrly, etc

○ = Found Iron Pipe/Rod = FIP/FIR

— = Set Back (Volk Brothers)

— = Easement (Volk Brothers)

— = Set Back

SURVEYORS NOTES:

1.) THIS IS A PLAT OF RESUBDIVISION; OUR
UNDERSTANDING IS IT IS BEING USED FOR REZONING.
2.) DIMENSIONS SHOWN THUS 50.25' ARE US SURVEY
FEET AND DECIMAL PARTS THEREOF. EXAMPLES OF
FEET TO INCHES 1.0'=12"[0.5'=6"[0.25'=3"] 0.71'=8½".
ANGULAR DATA SHOWN THUS 90°00'00" INDICATES
DEGREES, MINUTES AND SECONDS.
3.) 50.25' N90°00'00"E INDICATES MEASURED
DIMENSION/BEARING.

(50.25' N90°00'00"E) INDICATES RECORD
DIMENSION/BEARING WHERE DIFFERS FROM MEASURE.

[50.25' N90°00'00"E] INDICATES DEED/DESCRIPTION
DIMENSION/BEARING WHERE DIFFERS FROM MEASURE.

4.) BEARINGS SHOWN HEREON ARE PER STATE PLANE
COORDINATES SYSTEM (IL EAST ZONE) GEODETIC
NORTH.

5.) OUR CLIENT PROVIDED US WITH TWO SURVEYS BY
MITCHELL P. BALEK, DATED 1/17/2020 ORDER #000134
AND THOMAS C. STUDNICKA, DATED 3/3/2006 ORDER
#6-2-214. WE ENDEAVORED TO HOLD THE PREVIOUS
BOUNDARIES AS CLOSE AS POSSIBLE.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT I, BRIAN C. PLAUTZ, AN ILLINOIS REGISTERED LAND SURVEYOR HAVE
SURVEYED AND SUBDIVIDED THE PROPERTY DESCRIBED AS FOLLOWS:

LOT 71 & 72 IN VOLK BROTHERS 2ND ADDITION TO EDGEWOOD, BEING A SUBDIVISION OF THE
NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 40 NORTH, RANGE II EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS

AS SHOWN BY THE ATTACHED PLAT WHICH IS CORRECT REPRESENTATION OF SAID SURVEY AND
SUBDIVISION.
ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALL WITHIN THE VILLAGE OF
BENSENVILLE, DUPAGE COUNTY;
I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN AREA OF MINIMAL
FLOOD HAZARD ZONE X, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE
RATE MAP, COMMUNITY PANEL NO. 17043C0079J, EFFECTIVE DATE AUGUST 1, 2019.
NOTE: THIS DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY WILL NOT FLOOD.
GIVEN UNDER MY HAND AND SEAL AT ITASCA, DUPAGE COUNTY, ILLINOIS, THIS ____ OF
_____, A.D. 2021.

BRIAN C. PLAUTZ I.P.L.S. NO. 035-3167, EXPIRES 11/30/2022
PREMIER LAND SURVEYING L.L.C.
PROFESSIONAL DESIGN FIRM NO. 184-004378, EXPIRES 04/30/2023
131 SCHILLER PLACE, ITASCA, IL, 60143; 630-875-1417
PLAT IS VALID ONLY IF ORIGINAL SEAL IS SHOWN IN PURPLE.

© 2019 PREMIER LAND SURVEYING L.L.C.

Premier Land Surveying L.L.C.

131 Schiller Place
Itasca, IL 60143
(630) 875-1417

Rev. Date Rev. Description

Field Work Completed: 03/24/2021

Job #: 2021-0010 Sheet 1 of 1

Location:
2nd Av. & Ridgewood Av
Bensenville, IL 60106

Client: Fares Ghanimah
234 S. Central Ave.
Wood Dale, IL 60191

TYPE:Ordinance**SUBMITTED BY:**K. Fawell**DEPARTMENT:**CED**DATE:**05.11.21**DESCRIPTION:**

Ordinance Approving a Zoning Map Amendment and Preliminary Plat of Subdivision at 400 S Ridgewood, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. The Petitioner is seeking a Zoning Map Amendment to rezone the 19,200 SF subject property from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District.
2. This request is in conjunction with the requested Preliminary and Final Plat of Subdivision in order to subdivide the parcel into two single-family lots.
3. Please note that the attached Preliminary Plat of Subdivision shows two proposed subdivided parcels, 400 S Ridgewood (subject property) and 16W688 2nd Avenue. The Petitioner is seeking the same approvals at 16W688 2nd Avenue, in addition to annexation of the unincorporated property, which appeared before the CDC at their April 6 Public Hearing (CDC Case 2021-06).

KEY ISSUES:

1. Should the rezoning be approved, the proposed lots would adhere to the bulk requirements of R-3 District.
 1. The proposed lots have widths of 60 feet and areas of 9,600 SF. The minimum lot width and area required in the R-3 District are 50 feet and 6,000 SF, respectively.
2. Having not yet received a Final Plat of Subdivision certified by a land surveyor, this consideration is purely for a Preliminary Plat of Subdivision. The Petitioner is required to come back through the CDC and Village Board public review process for approval of the Final Plat of Subdivision.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the Approval of the Zoning Map Amendment at 400 South Ridgewood.
2. Staff recommends the Approval of the Preliminary Plat of Subdivision at 400 S Ridgewood, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:
 1. The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.
3. At their 04.06.21 Public Hearing, the Community Development Commission voted unanimously (4-0) to recommend approval of the Zoning Map Amendment and Preliminary Plat of Subdivision with the above condition.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of an Ordinance granting a Preliminary Plat of Subdivision and a Zoning Map Amendment to rezone the subject property from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District at 400 S Ridgewood.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Draft CDC Minutes	4/15/2021	Backup Material
Case Cover Page	4/15/2021	Cover Memo
Aerial & Zoning Exhibits	4/15/2021	Backup Material
Legal Notice	4/15/2021	Backup Material
Application	4/15/2021	Backup Material
Approval Standards Letter	4/15/2021	Backup Material
Staff Report	4/15/2021	Executive Summary
Plat of Survey	4/15/2021	Backup Material
Petitioner Exhibit	4/15/2021	Backup Material
Draft Preliminary Plat of Subdivision	4/15/2021	Backup Material
Preliminary Plat of Subdivision	4/15/2021	Backup Material
Ordinance	5/3/2021	Ordinance

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

April 6, 2021

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

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

STAFF PRESENT: K. Fawell, M. Patel*, K. Pozsgay, C. Williamsen

**Attended the meeting via electronic means*

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the March 2, 2021 were presented.

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

All were in favor. Motion carried.

Senior Village Planner, Kurtis Pozsgay and Village Planner, Kelsey Fawell, were present and sworn in by Chairman Rowe.

PUBLIC COMMENT: There was no Public Comment.

[...]

Public Hearing: CDC Case Number 2021-05
Petitioner: Subheiah Ghanimah
Location: 400 S. Ridgewood
Request: Zoning Map Amendment R-1 → R-3
Municipal Code Section 10 – 3 – 6
Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

Motion: Commissioner Wasowicz made a motion to open CDC Case No. 2021-05. Commissioner King seconded the motion.

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

Chairman Rowe opened CDC Case No. 2021-05 at 6:40 p.m.

Village Planner, Kelsey Fawell was present and sworn in by Chairman Rowe. Ms. Fawell stated a Legal Notice was published in the Bensenville Independent on March 18, 2021. Ms. Fawell stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Ms. Fawell stated Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on March 17, 2021. Ms. Fawell stated on March 15, 2021 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. Ms. Fawell stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Ms. Fawell stated the Petitioner is seeking a Zoning Map Amendment to rezone the 19,200 SF subject property from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District. Ms. Fawell stated this request is in conjunction with the requested Plat of Subdivision in order to subdivide the parcel into two single-family lots. Ms. Fawell stated should the rezoning be approved, the proposed lots would adhere to the bulk requirements of R-3 District. Ms. Fawell stated the proposed lots have widths of 60 feet and areas of 9,600 SF. Ms. Fawell stated the minimum lot width and area required in the R-3 District are 50 feet and 6,000 SF, respectively.

Village of Bensenville Assistant Public Works Director, Mehul Patel was present and sworn in by Chairman Rowe. Mr. Patel stated the Village of Bensenville follows the DuPage County Storm Water Ordinance. Mr. Patel stated the Village is aware of flooding in the area and believes the requirements in the ordinance will cover potential flooding; all drawings will be reviewed once plans are submitted.

Marshall J. Subach of Hunt & Subach, Ltd. was present and sworn in by Chairman Rowe. Mr. Subach stated he was the attorney for the petitioner. Mr. Subach stated the petitioner is a long time Bensenville Resident. Mr. Subach stated if approved, the first house build would be for her daughter. Mr. Subach stated all necessary requirements will be met. Mr. Subach reviewed the findings of fact for the proposed case.

Public Comment

Henry Wessler – 342 Briar Lane, Bensenville, Illinois

Mr. Wessler was present and sworn in by Chairman Rowe. Mr. Wessler stated he was in support of the proposed re-subdivision and looked forward to seeing the area developed.

Roman Kowal – 4N619 Ridgewood, Bensenville, Illinois

Mr. Kowal was present and sworn in by Chairman Rowe. Mr. Kowal stated he was opposed to the proposed re-subdivision and worried about increased flooding in the area.

Keith Kowalewski Jr. – 4N634 Ridgewood, Bensenville, Illinois

Mr. Kowalewski Jr. was present and sworn in by Chairman Rowe. Mr. Kowalewski Jr. stated he was opposed to the proposed re-subdivision and worried about increased flooding in the area.

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

- 1) **Public Welfare:** The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded single-family homes.

The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health and safety to the surrounding properties and will actually improve the health and safety as the Village will be eliminating a vacant lot with an occupied and improved lot which are easier to

maintain and will fit with the other single family homes in the area.

- 2) **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

Applicant's Response: The proposed amendment is compatible with the existing character and zoning of the adjacent properties. All of the properties to the north are zoned R3. The properties to the south are unincorporated DuPage County and contain a wide mix of single-family homes. There is also some R3 zoning that already exists South of 2nd Ave and North of 3rd Ave. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area. Leaving the lot as a single lot will require the construction of a much larger house that will not fit in the area and be a "McMansion" that will be out of place for the area.

- 3) **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The hardship to the Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot with subdividing the lot to recover some of the cost without approval of the two lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

- 4) **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and potentially have additional unincorporated properties annex into Bensenville,

which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

- 5) **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

- 6) **Consistent with Title and Plan:** The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.

The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along IL-83.

The rezoning of the property from R1 to R3 satisfies all of those goals and directives of the Comprehensive Plan. There

is no reason that the R3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Zoning Map Amendment from R-1 to R-3 at 400 South Ridgewood.

Ms. Fawell stated Staff recommends the Approval of the Preliminary Plat of Subdivision at 400 S Ridgewood, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:

- 1) The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.

There were no further questions from the Commission.

Motion: Commissioner King made a motion to close CDC Case No. 2021-05. 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. 2021-05 at 7:05 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact and Approval of the Zoning Map Amendment from R-1 to R-3 at 400 South Ridgewood. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Preliminary Plat of Subdivision at 400 S Ridgewood. Commissioner King seconded the motion.

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

Nays: None

All were in favor. Motion carried.

[...]

**Report from
Community
Development:**

Ms. Fawell reviewed both recent CDC cases along with upcoming cases.

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

All were in favor. Motion carried.

The meeting was adjourned at 7:17 p.m.

Ronald Rowe, Chairman
Community Development Commission



BENSENVILLE

COMMUNITY DEVELOPMENT COMMISSION

Public Hearing 04.06.21

CDC Case #2021 – 05

**Subheiah Ghanimah
400 S Ridgewood**

Zoning Map Amendment, R-1 → R-3
Municipal Code Section 10 – 3 – 6

Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

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



CDC #2021 – 05

400 S Ridgewood
Subheiah Ghanimah
Zoning Map Amendment, R-1 → R-3
Municipal Code Section 10 – 3 – 6
Plat of Subdivision
Municipal Code Section 11 – 3



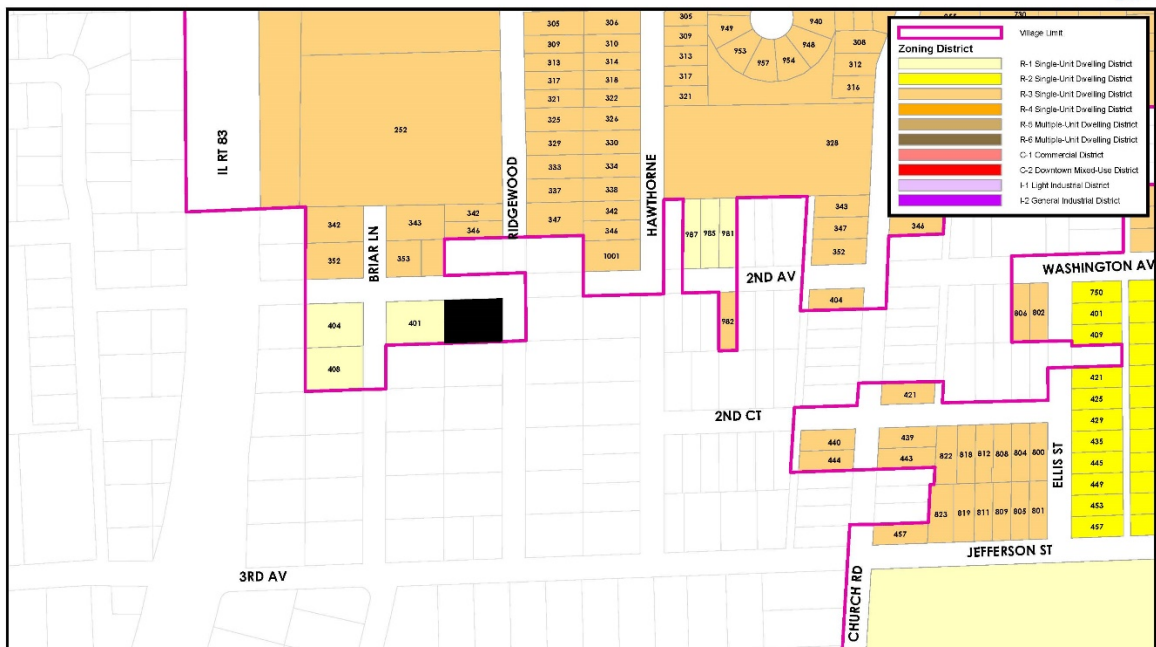
Village of Bensenville

400 S Ridgewood



Village of Bensenville

Zoning Map



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

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, April 6, 2021 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2021 - 05 to consider a request for:

Zoning Map Amendment, R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District
Municipal Code Section 10 – 3 – 6

Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

at 400 S Ridgewood Avenue in the R – 1 Single-Unit Dwelling Residential District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

LOT 71 IN VOLK BROTHERS 2ND ADDITION TO EDGEWOOD, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 400 S Ridgewood Avenue, Bensenville, IL 60106.

Subheiah Ghanimah of 408 S Briar Lane is the owner and applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. Interested parties are encouraged to attend the Public Hearing via electronic means. Directions for electronic attendance and participation will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through April 6, 2021 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
March 18, 2021**

For Office Use Only

Date of Submission: 4/12 MUNIS Account #: 10771 CDC Case #: 2021-05

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 400 S. Ridgewood Ave. Bensenville, IL 60106

Property Index Number(s) (PIN): 03-2-109-007-0000

A. PROPERTY OWNER:

Subheiah Ghanimah

Name	Corporation (if applicable)	
<u>408 S. Briar Lane</u>		
Street		
<u>Bensenville</u>	<u>IL</u>	<u>60106</u>
City	State	Zip Code
<u>Marshall Subach</u>	<u>(630)860-7800</u>	<u>mjsubach@7800law.com</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

Name	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):

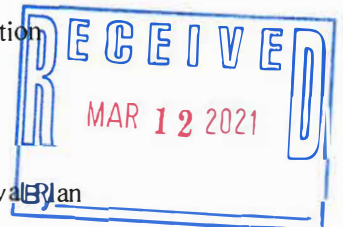
- ☐ Site Plan Review
- ☐ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☒ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☒ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

- ☒ Affidavit of Ownership** (signed/notarized)
- ☒ Application**
- ☒ Approval Standards**
- ☒ Plat of Survey/Legal Description
- ☒ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☒ Application Fees
- ☒ Fees agreement**

**Item located within this application packet.



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

The Petitioner is seeking to rezone the subject property from R1 to R3 and the subdivide the lot into 2 lots for the construction of two single family homes. Each lot will be 60x160 and 9600 square feet.

C. PROJECT DATA:

1. General description of the site: vacant land lot size of 120X160
2. Acreage of the site: 44 Building Size (if applicable): n/a
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

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	R1	vacant	Bensenville
North:	R4	vacant	DuPage County
South:	R4	single family	DuPage County
East:	R4	single family	DuPage County
West:	R1	single family	Bensenville

D. APPROVAL STANDARDS:

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



Hunt & Subach Ltd.

ATTORNEYS AT LAW

THOMAS CASEY HUNT
MARSHALL J. SUBACH
STEPHEN SPIEGEL
SPENCER C. HUNT

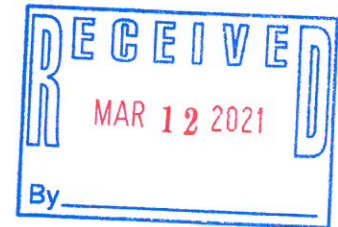
1035 S. York Road
Bensenville, IL 60106
Phone 630-860-7800
Fax 630-860-8283
www.7800Law.com

Of Counsel

Daniel J. Kaiser
Mariam L. Hafezi
Brad S. Telander
Philip D. Blomberg

March 12, 2021

Mr. Scott Viger
Community Development Director
Community and Economic Development Dept.
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106



**RE: Subheiah Ghanimah
400 S. Ridgewood
Request for rezoning and subdivision**

Dear Mr. Viger:

My office represents the Petitioner, Subheiah (Sophie) Ghanimah with respect to her request for the rezoning and subdivision of the property at 400 S. Ridgewood, Bensenville, Illinois 60106. The Petitioner is a Bensenville resident for over fifteen (15) years and raised her five children in town.

The Petitioner is seeking to rezone the property from R1 to R3 and have the vacant lot subdivided into two (2) lots to allow for the construction of two (2) new single-family homes. Each of the lots will face Ridgewood Avenue and hook into existing water and sewer mains.

The code requirements for the R3 zoning is 6000 square feet of minimum lot area and lot width of 50 feet.

Each of the new lots would be 9600 square feet and have a lot width of 60 feet wide and 160 feet deep. Each lot would meet all of the requirements of the R3 zoning district.

As to the Approval Criteria for rezoning and subdivision, Petitioner submits the following:

- a. The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded single-family homes.

The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health a safety to the surrounding properties and will actually improve the health a safety as the Village will be eliminating a vacant lot with and occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

b. The proposed amendment is compatible with the existing, character and zoning of the adjacent properties. All of the properties to the North are zoned R3. The properties to the South are unincorporated DuPage County and contain a wide mix of single-family homes. There is also some R3 zoning that already exists South of 2nd Ave and North of 3rd Ave. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area. Leaving the lot as a single lot will require the construction of a much larger house that will not fit in the area and be a “McMansion” that will be out of place for the area.

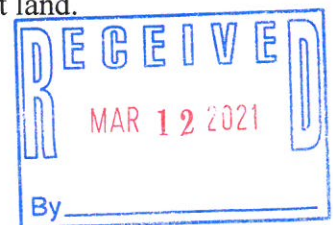
c. The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The hardship to the Petitioner’s hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot with subdividing the lot to recover some of the cost without approval of the two lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

d. The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and potentially have additional unincorporated properties annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

e. The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

f. The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville’s residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.



The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along Il-83.

The rezoning of the property from R1- to R3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

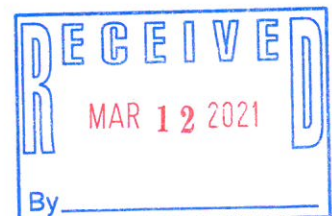
The attached Web Map from the Village of Bensenville is attached hereto as Exhibit "A". The rezoning of this property to R3 and allowing the two-lot subdivision along with the future of annexation and rezoning to the south will fit harmoniously with the existing zoning map.

If the Village of Bensenville wants to not only support new residential development, but also act as a catalyst for future annexation and redevelopment, the Petitioner's request for rezoning and the two-lot subdivision should be approved.

Respectfully submitted,
HUNT & SUBACH, LTD.



Marshall J. Subach
Attorney for Petitioner



STAFF REPORT

HEARING DATE: April 6, 2021
CASE #: 2021 – 05
PROPERTY: 400 S Ridgewood
PROPERTY OWNER: Subheiah Ghanimah
APPLICANT: Same
SITE SIZE: 19,200 SF
BUILDING SIZE: N/A
PIN NUMBER: 03-23-109-007
ZONING: R-1 Single-Unit Dwelling District
REQUEST: Zoning Map Amendment R-1 → R-3
Municipal Code Section 10 – 3 – 6
Preliminary and Final Plat of Subdivision
Municipal Code Section 11 – 3

PUBLIC NOTICE:

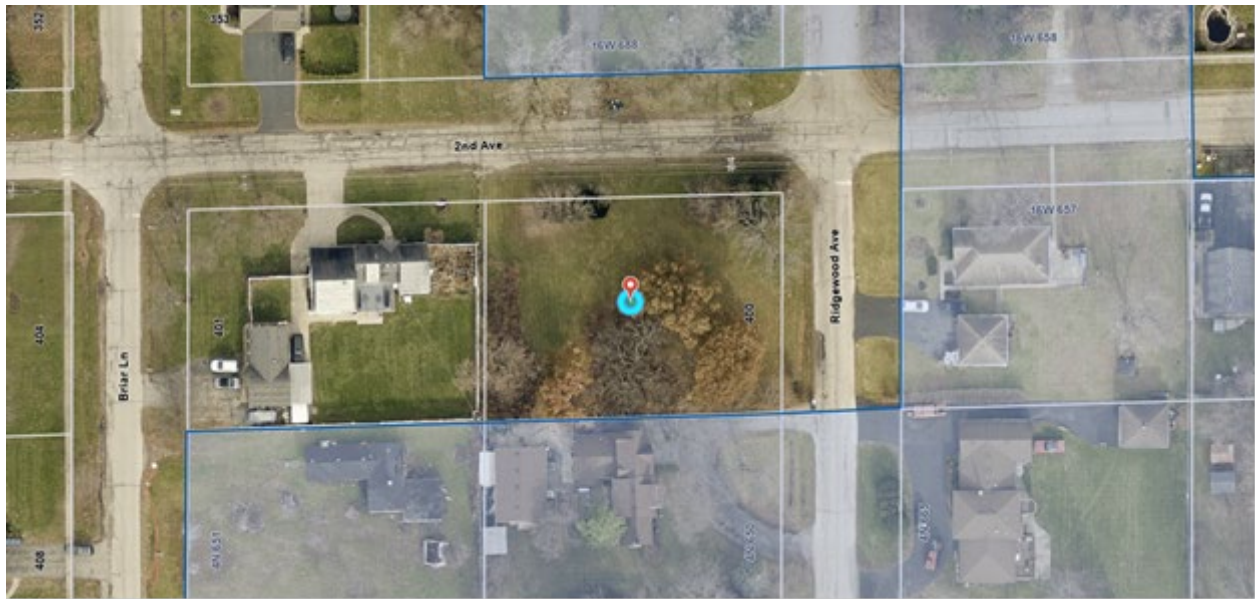
1. A Legal Notice was published in the Bensenville Independent on Thursday, March 18, 2021. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Wednesday, March 17, 2021.
3. On Monday, March 15, 2021, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is seeking a Zoning Map Amendment to rezone the 19,200 SF subject property from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District. This request is in conjunction with the requested Plat of Subdivision in order to subdivide the parcel into two single-family lots. Should the rezoning be approved, the proposed lots would adhere to the bulk requirements of R-3 District. The proposed lots have widths of 60 feet and areas of 9,600 SF. The minimum lot width and area required in the R-3 District are 50 feet and 6,000 SF, respectively.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	R – 1	Vacant Residential	Single Family Residential	Village of Bensenville
North	R – 4	Vacant Residential	Unincorporated Single Family Residential	DuPage County
South	R – 4	Residential	Unincorporated Single Family Residential	DuPage County
East	R – 4	Residential	Unincorporated Single Family Residential	DuPage County
West	R – 1	Residential	Single Family Residential	Village of Bensenville

**DEPARTMENT COMMENTS:**

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

- 1) No comments.

Police:

- 1) No objections.

Engineering and Public Works:

Public Works:

- 1) No comments.

Engineering:

- 1) No comments on rezoning or subdivision. Please note that when the Petitioner submits development plans for the new homes, the projects will be subject to the subdivision requirements in the Village Code (Section 11-5), such as street grading and improvements, pedestrianways, and the requirements set forth for public utilities. The projects will also be to subject to applicable stormwater requirements.

Community & Economic Development:

Economic Development:

- 1) There hasn't been a home on this property since at least 2005.
- 2) Taxes on this vacant property were \$2,942 in 2020.
- 3) There are similar sized lots to this proposed split north on Ridgewood.
 - a. 333 N Ridgewood Ave = \$5,040 in 2020 property taxes.
 - b. 337 N Ridgewood Ave = \$4,111 in 2020 property taxes.

Fire Safety:

- 1) No comments.

Building:

- 1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Single Family Residential" for this property.
- 2) The current zoning of this vacant parcel is R – 1 Single-Unit Dwelling Residential District.
- 3) The Petitioner is seeking a Zoning Map Amendment to rezone this property from its current designation to R – 3 Single-Unit Dwelling Residential.
- 4) This request is in being made as the Petitioner is seeking to subdivide the 19,200 SF and 120ft-wide lot into two 9,600 SF lots with widths of 60 feet.
- 5) The current zoning designation of R – 1 makes the subdivision impossible, or requires the Petitioner seek Variations for lot area and lot width.
 - a. Per Section 10-6-8-1, lots located in the R – 1 District are required to have a minimum lot area of 16,000 SF and a minimum lot width of 100 feet.
 - b. Per Section 10-6-8-1, lots located in the R – 3 District are required to have a minimum lot area of 6,000 SF and a minimum lot width of 50 feet.
- 6) Lots in the R-3 District are required to adhere to the following setback requirements:
 - a. Minimum Front Setback: 30 feet
 - b. Minimum Corner Side Setback: 10 feet
 - c. Minimum Interior Side Setback: 6 feet
 - d. Minimum Rear Setback: 25 feet
 - e. The buildable width of the single-family homes on the two lots will be 44 feet each.

- 7) Lots located north of 2nd Avenue are designated as R – 3. The three properties located in the Village that are to the east of the subject property and south of 2nd Avenue are located in the R – 1 District.
 - a. Conversely, unincorporated properties located south of 2nd Avenue and east of Hawthorne (directly east of the subject property) are of the size requirements of the R-3 District.
- 8) The four lots south of the subject property located along Ridgewood Avenue have similar lot widths and areas as existing R-1 size- with an average area of 19,166 SF and an average width of 120 feet.
 - a. Unincorporated 16W694 3rd Avenue, which is the most southern parcel on the block, has a lot area of 9,600 SF, similar to the areas of the proposed subdivided lots.
- 9) Having received no Plat of Subdivision certified by a land surveyor, this review is purely for a Preliminary Plat of Subdivision. The Petitioner is required to come back through the CDC and Village Board public review process for approval of the Final Plat of Subdivision.
- 10) It should be noted that this Petitioner is concurrently seeking approval for a Zoning Map Amendment and Plat of Subdivision for the property located at 16W688 2nd Avenue (CDC Case 2021-06)- annexation is also being sought as this property is currently located in unincorporated DuPage County.

APPROVAL STANDARDS FOR ZONING MAP AMENDMENTS:

- 1) **Public Welfare:** The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded single-family homes.

The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health and safety to the surrounding properties and will actually improve the health and safety as the Village will be eliminating a vacant lot with an occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

- 2) **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

Applicant's Response: The proposed amendment is compatible with the existing character and zoning of the adjacent properties. All of the properties to the north are zoned R3. The properties to the south are unincorporated DuPage County and contain a wide mix of single-family homes. There is also some R3 zoning that already exists South of 2nd Ave and North of 3rd Ave. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area. Leaving the lot as a single lot will require the construction of a much larger house that will not fit in the area and be a "McMansion" that will be out of place for the area.

- 3) **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The hardship to the Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot with subdividing the lot to recover some of the cost without approval of the two lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

- 4) **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and potentially have additional unincorporated properties annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

- 5) **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

- 6) **Consistent with Title and Plan:** The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.

The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along IL-83.

The rezoning of the property from R1 to R3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

	Meets Standard	
Zoning Map Amendment Approval Standards	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Neighborhood Character	X	
3. Public Gain	X	
4. Community Need	X	
5. Amendment Objective	X	
6. Consistent with Title and Plan	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Zoning Map Amendment from R-1 to R-3 at 400 South Ridgewood.

Staff recommends the Approval of the Preliminary Plat of Subdivision at 400 S Ridgewood, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:

- 1) The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.

Respectfully Submitted,
Department of Community & Economic Development



Land Surveying Services

Lot 71 in Volk Brothers 2nd Addition to Edgewood, being a Subdivision of the Northeast Quarter of Section 22 and the Northwest Quarter of Section 23, Township 40 North, Range 11 East of the Third Principal Meridian, According to the Plat thereof, Recorded May 7, 1926 as Document No. 213086, in Dupage County, Illinois.

Address: 400 South Ridgewood Avenue, Bensenville

10407 West Cermak Road
Westchester, Illinois 60154
(708) 562-2652
Fax (708) 562-7314
email: kabal-surveying@comcast.net
website: KabalSurveyingCompany.com
Registration No. 184-003061



meas = measured, S = South
rec = record, E = East, W = West
R.O.W. = right-of-way
conc = concrete, pc = point of curve
pch = porch, N = North

☐ "X" in box indicates that hereon drawn plat was ordered as a non-monumented survey

Building Located January 17, 2020

Ordered By: Pauletto, Attorney at Law

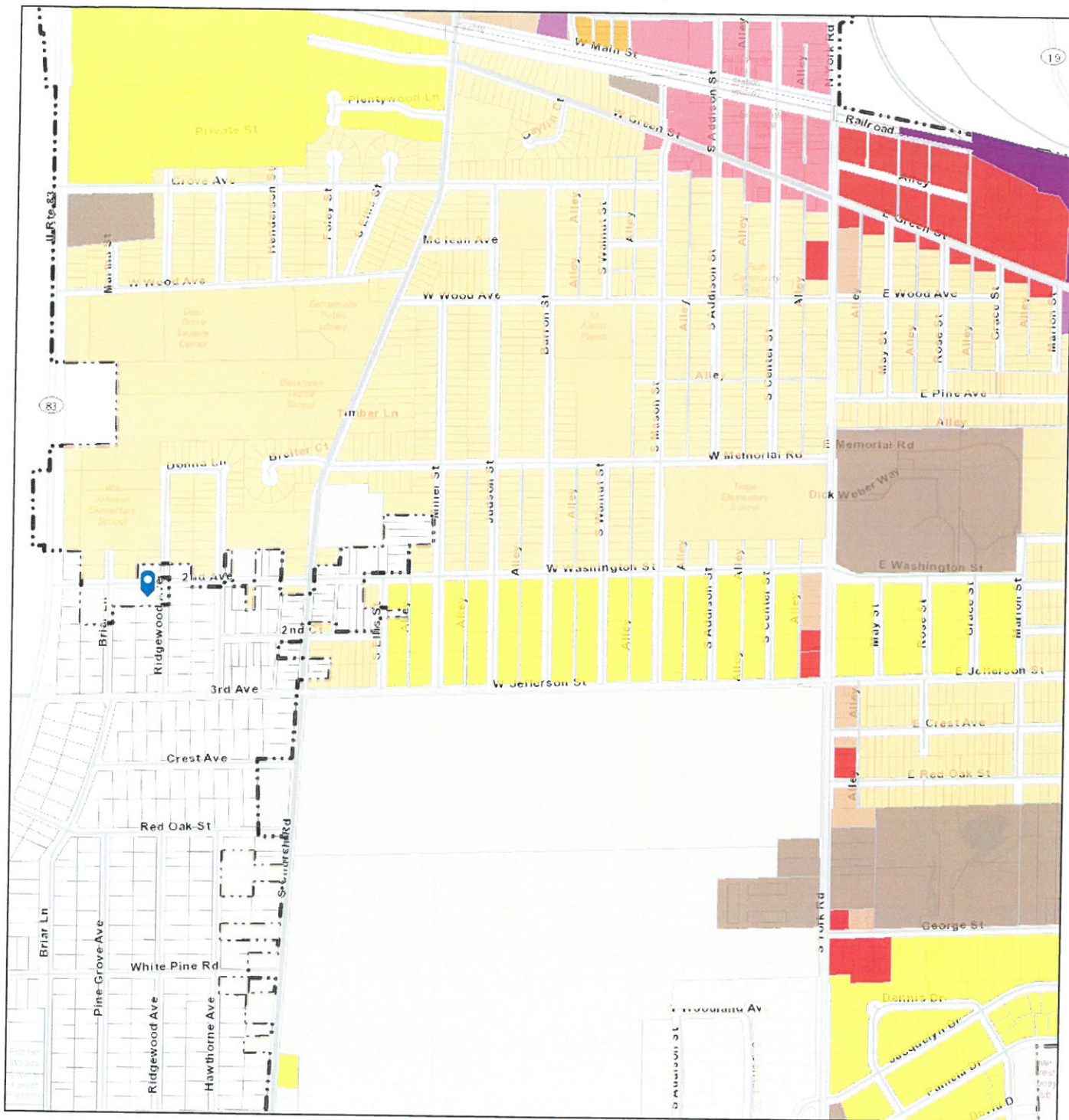
STATE OF ILLINOIS }
COUNTY OF COOK } S.S.

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

Illinois Professional Land Surveyor No. 035-003250
My license expires on November 30, 2020

ORIGINAL SEAL IN RED

ArcGIS Web Map



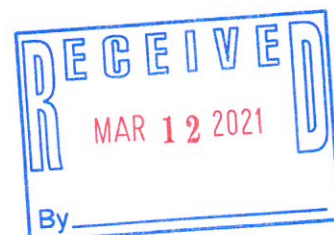
March 12, 2021

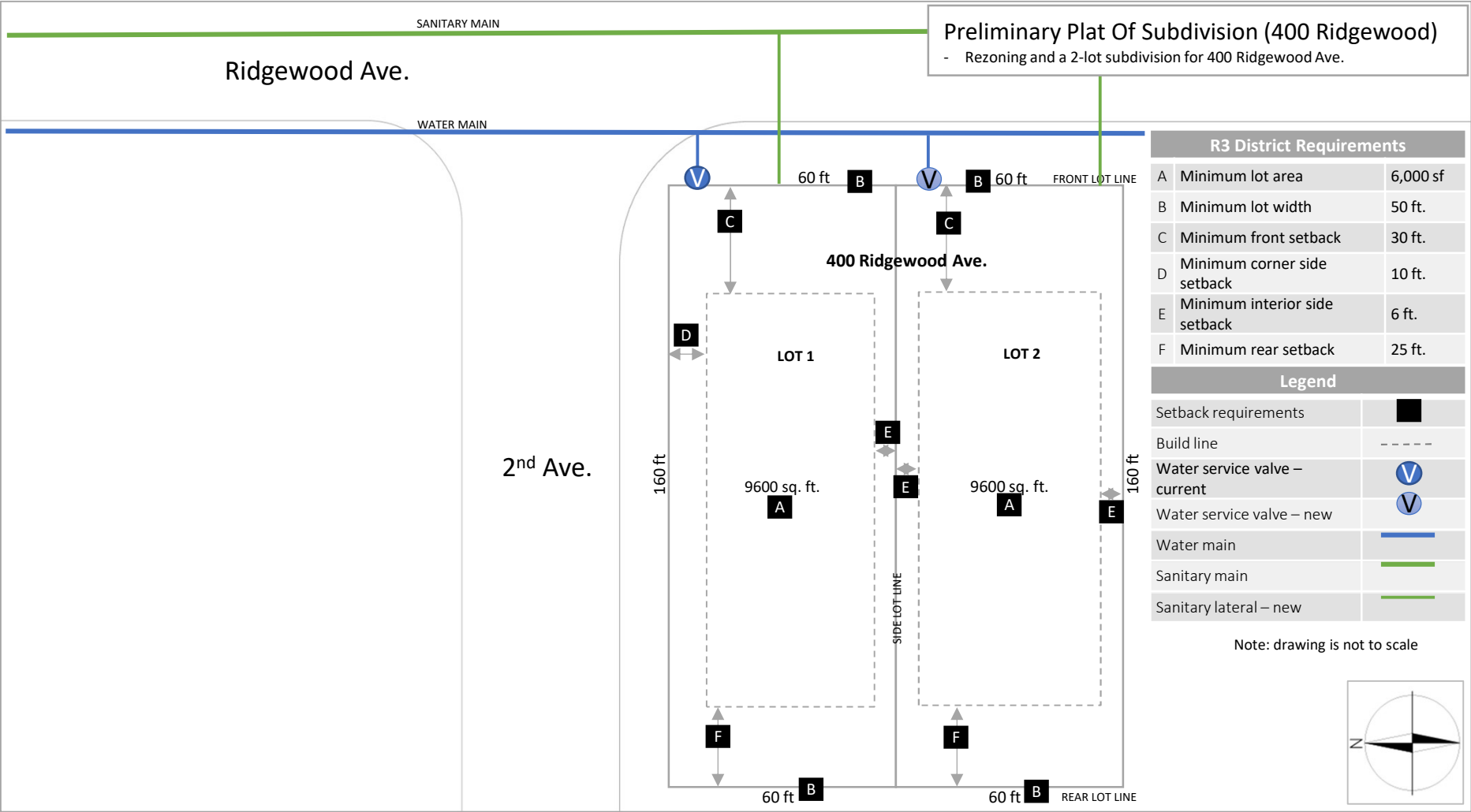
Zoning Districts

- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- C-1
- C-2
- I-1
- I-2

1:8,000

0 0.07 0.15 0.3 mi
0 0.13 0.25 0.5 km





DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR
RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS,
AFORESAID.

ON THE _____ DAY OF, A.D. 2021 AT _____ O'CLOCK __M.

RECORDER

BOOK NUMBER: _____

PAGE NUMBER: _____

DUPAGE COUNTY CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____, COUNTY CLERK OF
DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO
DELINQUENT TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED
TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND
INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE
RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED
PLAT.
GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON,
ILLINOIS

THIS _____ DAY OF _____, A.D. 2021.

DUPAGE COUNTY CLERK

PROPERTY OWNER'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE LEGAL OWNER
OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND HAS CAUSED
THE SAME TO BE SURVEYED, SUBDIVIDED AND/OR DEDICATED, AND
PLATTED AS SHOWN BY THE PLAT FOR THE USES AND PURPOSES
INDICATED THEREON AND DOES HEREBY ACKNOWLEDGE AND ADOPT
THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

ADDITIONALLY, WE HEREBY CERTIFY THAT THE PROPERTY HEREON
DESCRIBED IS LOCATED WITHIN THE BOUNDARIES OF:

ELEMENTARY SCHOOL DISTRICT ____

HIGH SCHOOL DISTRICT ____

DATED THIS _____ DAY OF _____, AD 2021.

__SUBHEIAH GHANIMAH__
OWNER (PRINT) SIGNATURE

__ 408 S. BRIAR LANE, BENSENVILLE IL 60106 __
ADDRESS

NOTARY CERTIFICATE OF PROPERTY OWNER

STATE OF _____)

COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID
COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT
_____, PERSONALLY KNOWN TO ME TO BE THE
SAME PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE
FOREGOING INSTRUMENT AS SUCH OWNER(S), APPEARED BEFORE ME
THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE
PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND
PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND
NOTARIAL SEAL, THIS _____ DAY OF _____, AD 2021.,
AT _____, ILLINOIS.

NOTARY PUBLIC (SEAL)

DIRECTOR OF PUBLIC WORKS

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

I, _____, DIRECTOR OF PUBLIC WORKS OF THE VILLAGE
OF BENSENVILLE, DO HEREBY CERTIFY THAT ALL PROVISIONS
PERTAINING TO STREET AND DRAINAGE REQUIREMENTS AND ALL OTHER
ENGINEERING MATTERS AS PRESCRIBED IN ORDINANCES OF THE
VILLAGE OF BENSENVILLE, INSOFAR AS THEY PERTAIN TO THE
ACCOMPANYING PLAT, HAVE BEEN SATISFACTORILY COMPLIED WITH.
ATTESTED TO THIS _____ DAY OF _____, AD 2021.

DIRECTOR OF PUBLIC WORKS
VILLAGE OF BENSENVILLE

VILLAGE PRESIDENT CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

APPROVED AND ACCEPTED THIS _____ DAY OF _____, AD 2021 BY
THE PRESIDENT OF THE VILLAGE OF BENSENVILLE, ILLINOIS.

(SEAL)

MAYOR

VILLAGE CLERK

VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID
CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED
INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED
AGAINST THE LAND INCLUDED IN THE PLAT.
DATED AT BENSENVILLE, ILLINOIS

THIS _____ DAY OF _____, AD 2021 BY

VILLAGE TREASURER

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DUPAGE) SS

I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID
CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED
INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED
AGAINST THE LAND INCLUDED IN THE PLAT.
DATED AT BENSENVILLE, ILLINOIS

THIS _____ DAY OF _____, AD 2021.

BY: _____
VILLAGE CLERK

COMMUNITY DEVELOPMENT COMMISSION CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF DU PAGE) SS

APPROVED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE
VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, AD 2021.

BY: _____
COMMISSION CHAIRMAN

ATTEST: _____
VILLAGE CLERK

COMMUNITY DEVELOPMENT DEPARTMENT

STATE OF ILLINOIS)

COUNTY OF DU PAGE) SS

APPROVED BY THE DIRECTOR OF COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT OF THE VILLAGE OF BENSENVILLE,
DUPAGE COUNTY, ILLINOIS.

THIS _____ DAY OF _____, AD 2021.

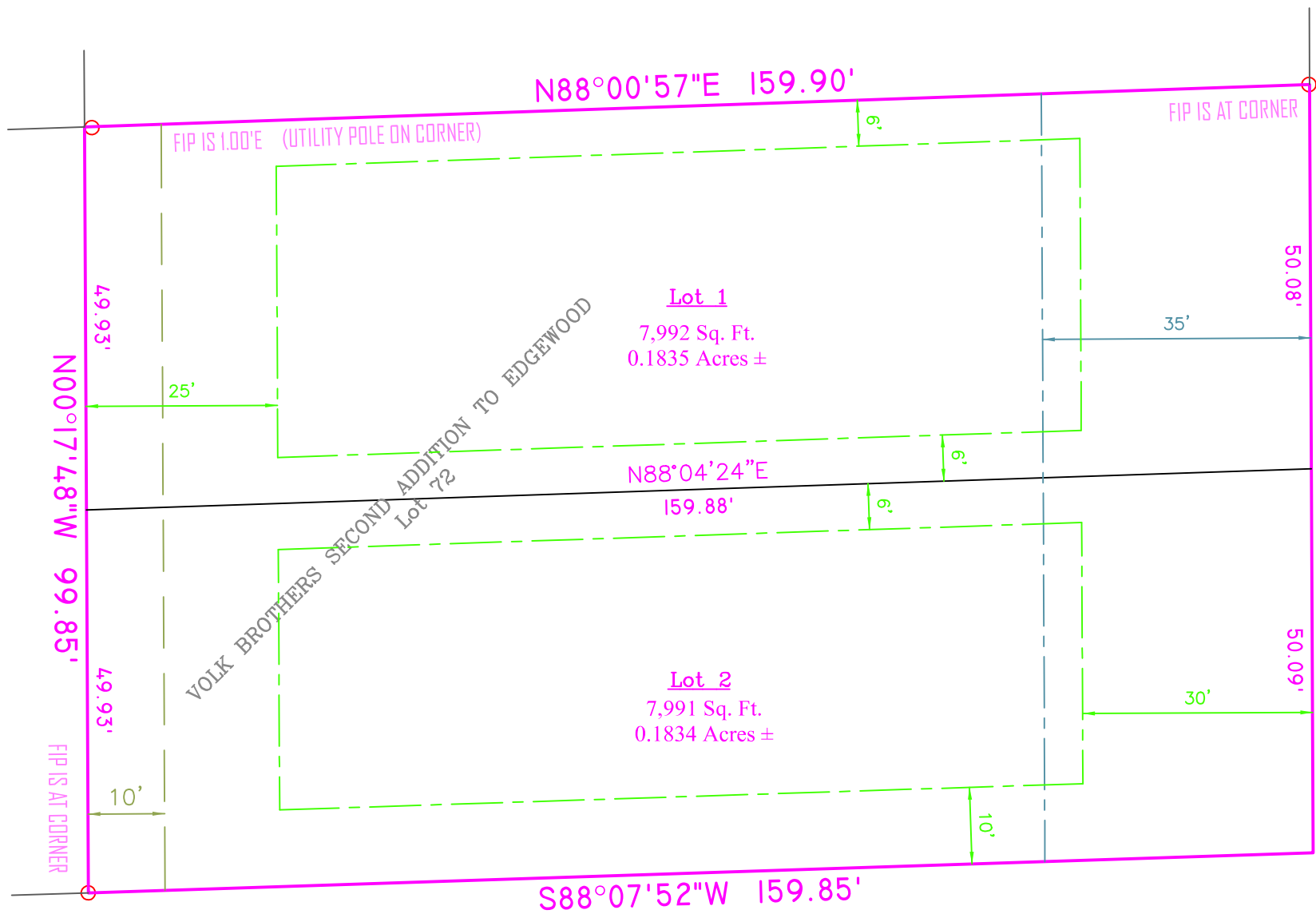
BY: _____
DIRECTOR OF COMMUNITY & ECONOMIC DEVELOPMENT

ATTEST: _____
VILLAGE CLERK

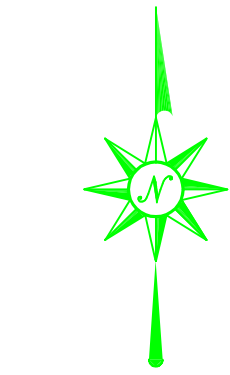
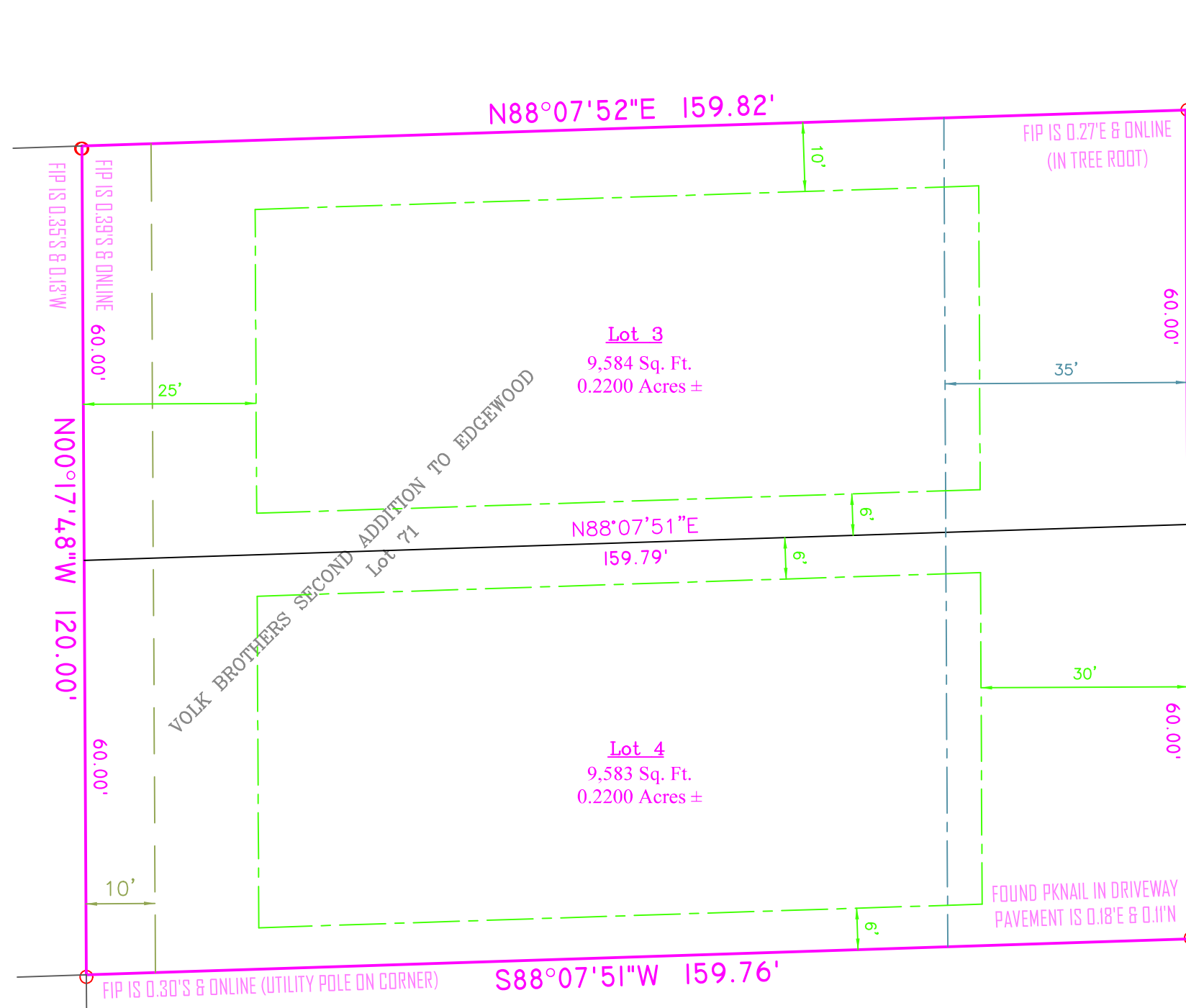
TAX BILL RECIPIENT:
Fares Ghanimah
234 S. Central Ave.
Wood DALE, IL 60191

FARES GHANIMAH RESUBDIVISION

OF PART OF NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE
II, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



SECOND AVENUE (66')
HERETOFORE DEDICATED



Scale 1" = 20'

Legend

N,S,E,W = North, South, East, West

N'y, etc = Northerly, etc

NE'y, etc = Northeasterrly, etc

○ = Found Iron Pipe/Rod = FIP/FIR

— = Set Back (Volk Brothers)

— = Easement (Volk Brothers)

- - - = Set Back

SURVEYORS NOTES:

1.) THIS IS A PLAT OF RESUBDIVISION; OUR
UNDERSTANDING IS IT IS BEING USED FOR REZONING.
2.) DIMENSIONS SHOWN THUS 50.25' ARE US SURVEY
FEET AND DECIMAL PARTS THEREOF. EXAMPLES OF
FEET TO INCHES 1.0'=12"[0.5'=6"[0.25'=3"] 0.71'=8½".
ANGULAR DATA SHOWN THUS 90°00'00" INDICATES
DEGREES, MINUTES AND SECONDS.
3.) 50.25' N90°00'00"E INDICATES MEASURED
DIMENSION/BEARING.

(50.25' N90°00'00"E) INDICATES RECORD
DIMENSION/BEARING WHERE DIFFERS FROM MEASURE.

[50.25' N90°00'00"E] INDICATES DEED/DESCRIPTION
DIMENSION/BEARING WHERE DIFFERS FROM MEASURE.

4.) BEARINGS SHOWN HEREON ARE PER STATE PLANE
COORDINATES SYSTEM (IL EAST ZONE) GEODETIC
NORTH.

5.) OUR CLIENT PROVIDED US WITH TWO SURVEYS BY
MITCHELL P. BALEK, DATED 1/17/2020 ORDER #000134
AND THOMAS C. STUDNICKA, DATED 3/3/2006 ORDER
#6-2-214. WE ENDEAVORED TO HOLD THE PREVIOUS
BOUNDARIES AS CLOSE AS POSSIBLE.

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT I, BRIAN C. PLAUTZ, AN ILLINOIS REGISTERED LAND SURVEYOR HAVE
SURVEYED AND SUBDIVIDED THE PROPERTY DESCRIBED AS FOLLOWS:

LOT 71 & 72 IN VOLK BROTHERS 2ND ADDITION TO EDGEWOOD, BEING A SUBDIVISION OF THE
NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 40 NORTH, RANGE II EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS

AS SHOWN BY THE ATTACHED PLAT WHICH IS CORRECT REPRESENTATION OF SAID SURVEY AND
SUBDIVISION.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALL WITHIN THE VILLAGE OF
BENSENVILLE, DUPAGE COUNTY;

I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN AREA OF MINIMAL
FLOOD HAZARD ZONE X, AS PER THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE
RATE MAP, COMMUNITY PANEL NO. 17043C0079J, EFFECTIVE DATE AUGUST 1, 2019.

NOTE: THIS DOES NOT GUARANTEE THAT THE SUBJECT PROPERTY WILL NOT FLOOD.

GIVEN UNDER MY HAND AND SEAL AT ITASCA, DUPAGE COUNTY, ILLINOIS, THIS ____ OF
_____, A.D. 2021.

BRIAN C. PLAUTZ I.P.L.S. NO. 035-3167, EXPIRES 11/30/2022

PREMIER LAND SURVEYING L.L.C.

PROFESSIONAL DESIGN FIRM NO. 184-004378, EXPIRES 04/30/2023

131 SCHILLER PLACE, ITASCA, IL, 60143; 630-875-1417

PLAT IS VALID ONLY IF ORIGINAL SEAL IS SHOWN IN PURPLE.

© 2019 PREMIER LAND SURVEYING L.L.C.

Premier Land Surveying L.L.C.

131 Schiller Place
Itasca, IL 60143
(630) 875-1417

Rev. Date Rev. Description

Field Work Completed: 03/24/2021

Job #: 2021-0010 Sheet 1 of 1

Location:
2nd Av. & Ridgewood Av
Bensenville, IL 60106

Client: Fares Ghanimah
234 S. Central Ave.
Wood Dale, IL 60191

ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A ZONING MAP AMENDMENT
AND PRELIMINARY PLAT OF SUBDIVISION
AT 400 SOUTH RIDGEWOOD, BENSENVILLE, ILLINOIS**

WHEREAS, Subheiah Ghanimah (“Owner/Applicant”) of 408 South Briar Lane, Bensenville, IL 60106, filed an application for Zoning Map Amendment, Municipal Code Section 10-3-6 of the Bensenville Village Zoning Ordinance (“Zoning Ordinance”) and Preliminary Plat of Subdivision, Municipal Code Section 11-3 of the Bensenville Village Code, for the property located at 400 South Ridgewood, 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 Zoning Map Amendment and Plat of Subdivision sought by the Applicant was published in the Bensenville Independent on Thursday, March 18, 2021 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property on Wednesday, March 17, 2021, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Monday, March 15, 2021, 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 April 6, 2021, 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 the Applicant, recommending approval of the Zoning Map Amendment from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling

District, and the Preliminary Plat of Subdivision, and thereafter, voted unanimously (4-0) to recommend approval of the Zoning Map Amendment and Preliminary Plat of Subdivision with conditions and forwarded its recommendations, including the Staff Report and findings relative to the Zoning Map Amendment and Preliminary Plat of Subdivision, 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 Zoning Map Amendment and Preliminary Plat of Subdivision, as recommended by the Community Development Commission to allow the Zoning Map Amendment and Preliminary Plat of Subdivision, is consistent with the Zoning Ordinance.

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

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Staff Report and Recommendations to approve the Zoning Map Amendment and Preliminary Plat of Subdivision sought by the Applicant, as allowed by the Zoning Ordinance, Section 10-3-6, and the Bensenville Village Code, Section 11-3, 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 Zoning Map Amendment and Preliminary Plat of Subdivision are proper and necessary.

Section 3. That the Zoning Map Amendment, as sought by the Applicant of the Subject Property, to rezone the property from R-1 Single-Unit Dwelling District to R-3 Single-Unit Dwelling District is hereby granted.

Section 4. That the Preliminary Plat of Subdivision as sought by the Applicant of the Subject Property is hereby granted with the following condition:

1. The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.

Section 5. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Zoning Map Amendment and Preliminary Plat of Subdivision granted herein.

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

Section 7. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form 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 11th day of May 2021, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2021
Exhibit “A”

The Legal Description is as follows:

LOT 71 IN VOLK BROTHERS 2ND ADDITION TO EDGEWOOD, BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED MAY 7, 1926 AS DOCUMENT NO. 213086, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 400 S Ridgewood Avenue, Bensenville, IL 60106.

Ordinance # ____ - 2021
Exhibit "B"
Findings of Fact

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

- 1) **Public Welfare:** The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: The proposed amendment to change the zoning from R1 to R3 will not endanger the health, safety, comfort, convenience and general welfare of the public. The subject property is surrounded single-family homes.

The granting of the rezoning will increase the value of the surrounding properties because it will allow each lot to be improved with a single family home and be occupied by future Bensenville residents. There is no adverse impact to health and safety to the surrounding properties and will actually improve the health and safety as the Village will be eliminating a vacant lot with an occupied and improved lot which are easier to maintain and will fit with the other single family homes in the area.

- 2) **Neighborhood Character:** The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.

Applicant's Response: The proposed amendment is compatible with the existing character and zoning of the adjacent properties. All of the properties to the north are zoned R3. The properties to the south are unincorporated DuPage County and contain a wide mix of single-family homes. There is also some R3 zoning that already exists South of 2nd Ave and North of 3rd Ave. Adding two newly constructed homes on the 2 lots will be an improvement to the area and allow for a single family home that is harmonious with the existing housing in the area. Leaving the lot as a single lot will require the construction of a much larger house that will not fit in the area and be a "McMansion" that will be out of place for the area.

- 3) **Public Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: The proposed amendment provides a gain to the public and the Village as the tax base of two new single-family homes will be greater than the tax base of the existing vacant lot. The

hardship to the Petitioner's hardship is that she cannot get a reasonable rate of return on the property and will not be able to develop the lot with subdividing the lot to recover some of the cost without approval of the two lot subdivision. The Petitioner attempted to have the lots face 2nd Ave at the initial request when working with staff, but the cost for the Petitioner to run the water main between Briar Lane and Ridgewood along 2nd Ave is cost prohibitive.

- 4) **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: The proposed amendment addresses a need in the community to have Bensenville continue to expand and improve its housing stock and potentially have additional unincorporated properties annex into Bensenville, which will allow Bensenville to continue to expand its tax base and expand its corporate boundaries.

- 5) **Amendment Objective:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: The proposed amendment adds clarification to the area that the Village of Bensenville is encouraging and making zoning changes to encourage and allow redevelopment of properties especially in the residential district.

- 6) **Consistent with Title and Plan:** The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The Comprehensive Plan provides that the Village should revisit regulations and administrative procedures to ensure that the Village does not impede the construction of residential housing. Bensenville's residential neighborhoods should retain their established character and intensity of use.

The Comprehensive Plan did not provide a recommendation for the specific residential zoning for the unincorporated area that is adjacent to the subject property. The Comprehensive Plan does provide that the housing stock is old compared to the county and region and that the Village should look to add higher quality new housing to attract a younger demographic. The Comprehensive Plan states that the Village should develop new housing in strategic locations in the Village to accommodate future demand and develop existing vacant land.

The Comprehensive Plan states that in order to accommodate future residential demands, the Village will need to be strategic about development on the few vacant and underutilized parcels in Bensenville.

The Comprehensive Plan goes on to provide that the Village should develop pre-annexation agreements for the residents in unincorporated land along IL-83.

The rezoning of the property from R1 to R3 satisfies all of those goals and directives of the Comprehensive Plan. There is no reason that the R3 zoning should not be expanded to all of the property south of 2nd Ave. all the way to 3rd Ave. and east to Ellis Street. This is not spot zoning.

Ms. Fawell stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Zoning Map Amendment from R-1 to R-3 at 400 South Ridgewood.

Ms. Fawell stated Staff recommends the Approval of the Preliminary Plat of Subdivision at 400 S Ridgewood, as it meets the criteria set forth in Municipal Code Section 11 – 3, with the following condition:

- 1) The Petitioner shall coordinate with the Village Engineering Department regarding required land improvements for Subdivisions (Municipal Code Section 11 – 5) during review of the Final Plat of Subdivision.

There were no further questions from the Commission.

Motion: Commissioner King made a motion to close CDC Case No. 2021-05. 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. 2021-05 at 7:05 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact and Approval of the Zoning Map Amendment from R-1 to R-3 at 400 South Ridgewood. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Preliminary Plat of Subdivision at 400 S Ridgewood. 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

TYPE:Resolution**SUBMITTED BY:**J McManus**DEPARTMENT:**Finance**DATE:**May 11, 2021**DESCRIPTION:**

Resolution Authorizing a Contract with CDS Office Technologies for the Maintenance of Printers Within the Village from May 1, 2021 Through April 30, 2022 in the Aggregate Amount of \$13,749.84

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:****DATE:**

Not Applicable.

BACKGROUND:

The Village currently supports the use of 52 different printers and copiers of varying sizes and capabilities. A previous contract was established with CDS Office Technologies to perform maintenance services and supply consumables for this equipment that provided for a monthly contract cost of \$1,729.20, which ended on June 30, 2019.

Staff issued an Request for Proposal (RFP) for this service in 2019 in order to produce the best price for the services. CDS Office technologies won the bid for services through April 30, 2021 ,which has now concluded.

KEY ISSUES:

Staff has been satisfied with services rendered through the former CDS contract and wish to extend the contract for another year at the same monthly price of \$1,145.82. Machines being serviced under the contract have been updated for changes since the last contract was signed, but relative usage has remained the same.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends the approval of the Resolution authorizing a contract with CDS Office Technologies for the maintenance of printers within the Village from May 1, 2021 through April 30, 2022 in the aggregate amount of \$13,749.84.

BUDGET IMPACT:

Amounts in the 2021 Approved Budget support these expenditures.

ACTION REQUIRED:

Approval of the Resolution authorizing a contract with CDS Office Technologies for the maintenance of printers within the Village from May 1, 2021 through April 30, 2022 in the aggregate amount of \$13,749.84.

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

Resolution to Approve CDS Printer Maintenance Contract

5/5/2021

Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A CONTRACT WITH CDS OFFICE TECHNOLOGIES FOR
THE MAINTENANCE OF PRINTERS WITHIN THE VILLAGE FROM MAY 1, 2021
THROUGH APRIL 30, 2022 IN THE AGGREGATE AMOUNT OF \$13,749.84**

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

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

WHEREAS, the President and Board of the Village Trustees have determined it reasonable and necessary for the Village to enter into an agreement with CDS Office Technologies for maintenance services for the Village’s printers and copiers for the period from May 1, 2021 through April 30, 2022.

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

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

SECTION TWO: That the Village Board hereby authorizes the Village Manager to enter into an Equipment Maintenance Agreement with CDS Office Technologies for the maintenance of the Village printers and copiers from May 1, 2021 through April 30, 2022 in the aggregate amount of \$13,749.84.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 11th day of May 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____



EQUIPMENT MAINTENANCE AGREEMENT (All Supplies Included)

Effective Date 05-01-2021

Renews Annually

This Equipment Maintenance Agreement is entered into by and between CDS Office Technologies and
Village of Bensenville.

CUSTOMER INFORMATION

Customer Name Village of Bensenville Contact Julie McManus
Billing Address 12 S. Center Street City Bensenville State IL Zip 60106
Contact Email JMcManus@bensenville.il.us Telephone/Fax Number (630) 594-1076

EQUIPMENT INFORMATION

MAKE/MODEL	SERIAL #	INITIAL METER	EQUIPMENT LOCATION
See Schedule A			

MAINTENANCE SERVICE PLAN RATES

Payment Terms: Net 10 Days

- ☐ **Plan 1 Full Service Maintenance: B & W Copiers and MFP Units.** Per Machine this agreement covers all parts, labor, supplies, except paper and staples. The plan is based on a rate of \$ _____ / Month and includes _____ copies/Year. Usage over _____ copies/ Year will be billed at \$ _____ /copy.
- ☒ **Plan 2 Color MFP and Copier Service Program.** ~~Per Machine~~ this agreement covers all parts, labor and supplies, except staples and paper. The plan is based on a rate of \$ 1,145.82 / Month and includes 750,000 black copies/ and/or 250,000 color copies/ Year. Black copies/prints are billed at \$.005 /copy. Color copies/prints are billed at \$.04 /copy.
- ☐ **Plan 3 Annual Fax/Printer/Panaboard/Scanner Contracts.** Annual Agreement Rate _____.
- ☐ **Plan 4 Scan Program.** This plan agreement covers scans at \$.0025.

NOTES: Aggregate billing.

ALL CONTRACTS ARE SUBJECT TO A FUEL SURCHARGE. SHIPPING AND HANDLING CHARGES FOR SUPPLIES ARE BILLED SEPARATELY. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY SCHEDULE(S) ARE A PART OF THIS AGREEMENT AND CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE SAME. When this Agreement is signed by Customer and CDS, it shall constitute a binding agreement between Customer and CDS, subject to credit approval.

ACCEPTANCES

CDS Office Technologies

Morgan McDaniel 4-29-21
Authorized CDS Signature Date

Customer

[Signature]
By Date

CDS Corporate Officer Date

Title P.O. Number

Terms and Conditions

1. **GENERAL.** Pursuant to the terms and conditions of this agreement, CDS OFFICE TECHNOLOGIES agrees to provide Maintenance Services to Customer as described on the face of this agreement and as necessitated by the normal use of the Equipment. CDS OFFICE TECHNOLOGIES will provide Customer with the parts, supplies and consumables indicated on the face of this Agreement. If CDS OFFICE TECHNOLOGIES is not required to provide parts, supplies or consumables to this Agreement, Customer shall be responsible for maintaining an adequate inventory of parts, supplies and consumables, which meet manufacturer's specifications. CDS OFFICE TECHNOLOGIES will not be obligated to provide Maintenance Services if the Equipment and/or its parts and accessories (e.g. drum) are damaged by (a) abuse, misuse or negligent acts, (b) failures of Customer Provided hardware and software, (c) power surges or failures, (d) an operating environment not in conformance with the manufacturer's specifications for electrical power, air quality, humidity or temperature, (e) events other than normal wear and tear, (f) acts of God or natural disasters, (g) water, (h) spillage of liquids, (i) foreign objects such as paper clips, tools and jewelry, (j) the use of unauthorized parts, supplies, components or consumables, or (k) personal not authorized by CDS OFFICE TECHNOLOGIES. If CDS OFFICE TECHNOLOGIES elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at CDS OFFICE TECHNOLOGIES's then current rates. Customer is obligated to inform CDS OFFICE TECHNOLOGIES when preventive maintenance is due. Repeated failure to notify CDS OFFICE TECHNOLOGIES when preventive maintenance is due may result in damage to the Equipment and additional charges.
2. **PRE-INSPECTION.** The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, CDS OFFICE TECHNOLOGIES shall have the right to either terminate the Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.
3. **FEES.** The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Invoice Cycle set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Invoice Cycle at a rate equal to the Excess Copy Charge set forth on the face of this Agreement. All fees charged by CDS OFFICE TECHNOLOGIES pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future ("Taxes"). If CDS OFFICE TECHNOLOGIES is required to pay any Taxes in connection with this agreement, other than Taxes based on CDS OFFICE TECHNOLOGIES's net income, such Taxes will be invoiced to and paid by Customer. All orders for supplies are subject to a delivery surcharge. Emergency supply orders may be subject to an additional charge. All payments are non-refundable. All contracts are subject to a fuel surcharge.
4. **SERVICE CALLS.** Service calls to perform Maintenance Services shall be made during CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services at the Equipment location set forth on the face of this Agreement. Travel and labor time for service call's after CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call. When in its sole discretion, CDS OFFICE TECHNOLOGIES determines that an in-house (shop) reconditioning of the Equipment is necessary; CDS OFFICE TECHNOLOGIES shall submit to Customer an estimate of the needed repairs and the costs thereof. Such costs shall be in addition to the charges payable under this agreement. If the Customer does not authorize such reconditioning, CDS OFFICE TECHNOLOGIES may immediately terminate this Agreement upon written notice to Customer.
5. **TRAINING.** CDS OFFICE TECHNOLOGIES shall provide Customer with key operator training regarding the use and care of the Equipment. Customer shall ensure that all individuals using the Equipment are properly trained to use the Equipment. Customer shall be charged for any service call or damage to the Equipment resulting for misuse of the Equipment by untrained individuals.
6. **RELOCATION.** CDS OFFICE TECHNOLOGIES shall provide Maintenance Services for the Equipment at the location on the face of this Agreement. If Customer relocates the Equipment within CDS OFFICE TECHNOLOGIES's service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor changes. If Customer relocates the Equipment outside of CDS OFFICE TECHNOLOGIES's service area, CDS OFFICE TECHNOLOGIES shall have the right to immediately terminate this Agreement upon written notice to Customer. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location.
7. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric service) as specified by the manufacturer. Customer will provide adequate facilities for use by the maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will not be provided at any charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of Equipment. Customer agrees to pre-order needed supplies & allow 3-5 business days for order processing & delivery. Customer will be charged a shipping & handling charge for each order placed. The per impression charge and overage per impression charge are based upon an 8 1/2" by 11" letter size impression with an average 5% image fill, or its equivalent. If CDS personnel determine that Customer has used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce copies or prints, customer agrees to pay CDS an amount from time to time which may offset such usage. Customer also agrees that supplies consumed in the course of service performed by CDS OFFICE TECHNOLOGIES personnel are non-recoverable & replenishment of such supplies is the sole responsibility of the customer. Customer agrees to provide CDS OFFICE TECHNOLOGIES with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Customer agrees to pay at published rates for support required for printer applications or network service, not covered by this agreement. Customer also agrees to pay an additional .0025 cents per scan when the number of scans exceeds monthly clicks.
8. **TERM AND TERMINATION.** This agreement shall become effective (the "Effective Date") upon its acceptance by CDS OFFICE TECHNOLOGIES, credit approval by CDS OFFICE TECHNOLOGIES and Customer's payment of all applicable charges and fees. This Agreement will automatically be renewed each year at the prevailing CDS rates & conditions in effect at the time of renewal unless cancelled in writing on thirty (30) days written notice. Either party may terminate this Agreement at anytime upon thirty (30) days written notice to the other party. Customer's payment obligations hereunder shall survive the expiration and/or termination of this Agreement.
9. **BREACH OR DEFAULT**
 - (a) If Customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (i) CDS OFFICE TECHNOLOGIES may (A) refuse to service the Equipment, (B) furnish service on a "Per Call" basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees.
 - (b) If customer uses parts or supplies which are defective or not acceptable for the use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, Then CDS OFFICE TECHNOLOGIES may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to Customer. It is a condition of this Agreement, however, that the customer use only manufacturer approved parts or supplies.
 - (c) Customer declaring any form of bankruptcy will immediately terminate this contract.
10. **NO WARRANTY AND LIMITATION OF LIABILITY.**
 - (a) CDS OFFICE TECHNOLOGIES makes no warranty whatsoever with respect to the Maintenance Services, parts, supplies and consumables supplied hereunder and **DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OF FITNES FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.** This warranty allocates the risks of loss occasioned by failure of parts, supplies or consumables or failure in Maintenance Services between CDS OFFICE TECHNOLOGIES and Customer, as authorized by the Uniform Commercial Code and other applicable law.
 - (b) **CDS OFFICE TECHNOLOGIES SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.** Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs or claims of customers of Customer for such damages.
11. **ASSIGNMENT.** Customer shall not assign this Agreement without the prior written consent of CDS OFFICE TECHNOLOGIES. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.
12. **MISCELLANEOUS.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois without regard to its body of law relating to its conflicts of law. Customer shall not participate in the transfer by any means of any commodity or technical data acquired from CDS OFFICE TECHNOLOGIES in violation of U.S. export laws. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of CDS OFFICE TECHNOLOGIES and Customer. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of maintenance pursuant to the provisions of this Agreement, then, notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this agreement, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this agreement, shall be null and void and shall have no force or effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Customer specifically agrees that NO OTHER representation, constitutions, or warranties other than those set forth specifically in writing herein have been made. Contract changes are not valid until approved by CDS Office Technologies senior management (President or Vice President) and confirmed in writing back to the customer.

Authorized CDS Signature



Date

4-29-21

Customer Signature

Date

SCHEDULE A

Location	Make/Model	Serial Number
Finance area-MICR printer	HP Laserjet 4350	USDXP02589
FINANCE FRONT COUNTER/VILLAGE HALL	KONICA MINOLTA BIZHUB 284E	A61G011004347
FRONT COUNTER/EDGE JEFFERSON	KONICA MINOLTA BIZHUB 284E	A61G011004368
1ST FLOOR/WASTE WATER	KONICA MINOLTA BIZHUB C364E	A5C1011016689
FRONT COUNTER/EDGE JOHN	KONICA MINOLTA BIZHUB C364E	A5C1011016678
ADMIN 2ND FL/EDGE JEFFERSON	KONICA MINOLTA BIZHUB C364E	A5C1011016699
MAILROOM/VILLAGE HALL	KONICA MINOLTA BIZHUB C364E	A5C1011016688
Records - 120	KONICA MINOLTA BIZHUB C454E	A5C0011023170
ADMIN/PUBLIC WORKS	KONICA MINOLTA BIZHUB C454E	A5C0011010678
VMO/VILLAGE HALL	KONICA MINOLTA BIZHUB C454E	A5C0011010572
FINANCE/VILLAGE HALL	KONICA MINOLTA BIZHUB C454E	A5C0011010669
CED/VILLAGE HALL	KONICA MINOLTA BIZHUB C454E	A5C0011010656
Copy Room - 134	KONICA MINOLTA BIZHUB C454E	A5C0011010598
Admin - 116	KONICA MINOLTA BIZHUB C454E	A5C0011010625
717 E JEFFERSON	Lexmark Cs748de	50261394232X1
ADMIN 2ND FL/EDGE JEFFERSON	LexMark CS748DE	50261394232X2
2nd FL/WASTE WATER	LexMark CS748DE	50261394232VN
Records - 120	LexMark CS748DE	50261394232XB
FINANCE-PEGGY/VILLAGE HALL	LexMark CS748DE	50261394232Y0
VMO/VILLAGE HALL	LexMark CS748DE	50261394232XN
Report Writing - 164	LexMark CS748DE	50261394232XW
CED-TONY/DEAN/VILLAGE HALL	LexMark CS748DE	50261394232Y7
CED/VILLAGE HALL	LexMark CS748DE	50261394232W4
Chief Office -(from EOC community)	LexMark CS748DE	5026059424C37
Lustro - 112	LexMark M3150	451444HH1C2PD
FINANCE SHARON/VILLAGE HALL	LexMark M3150	451444HH1C2TM
FINANCE-UB/VILLAGE HALL	LexMark M3150	451444HH1C2RP
CARACCI/PUBLIC WORKS	LexMark M3150	451444HH1C2PL
Village Hall Storage	LexMark M3150	451444HH1C2XV
BOARDROOM/VILLAGE HALL	LexMark M3150	451444HH1C2T6
HR/VILLAGE HALL	LexMark M3150	451444HH1C2T3
Ruffolo - 177	LexMark M3150	451444HH1C2R1
EOC - 104 - (from storage)	LexMark M3150	451444HH1C2R2
SONIA/EDGE JEFFERSON	LexMark M3150	451444HH1C2WL
Schultz - 151	LexMark M3150	451444HH1C2Z4
Social Worker - 130	LexMark M3150	451444HH1C2WV
Zodrow - 126	LexMark M3150	451445HH24H4N
Records - 117	LexMark M3150	451445HH24H3T
Wilson - 114	LexMark M3150	451445HH24H47
Police Dept-Jail area	Lexmark Ms810dn	1611712202
Booking - 192	LexMark XM3150	701645HH04G1F
Evidence Bagging - 176	LexMark XM3150	701645HH04FZP
EMA - 150	LexMark XM3150	701645HH04G1P
CLERK/VILLAGE HALL	LexMark XM3150	701633HH02LZ9

2ND FLOOR OFFICE/THEATER	LexMark XM3150	701632HH02GLF
FINANCE FRONT COUNTER/VILLAGE HALL	LexMark XM3150	701633HH02M1L
Sergeants Office - 168	LexMark XM3150	701632HH02GL2
HALF WAY DOWN HALL/PUBLIC WORKS	LexMark XM3150	701632HH02GKV
Investigations - 122	LexMark XM3150	701632HH02GKZ
Report Writing - 164	LexMark XM3150	701633HH02M2F
VMO/VILLAGE HALL	LexMark XS748DE	7526159441CYX

TYPE:Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation**DATE:**May 11, 2021**DESCRIPTION:**Resolution Authorizing a Facility Usage License Agreement with HHD Hockey***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

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

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The Village was approached by HHD Hockey to use the Edge Ice Arenas as its host site for their summer 2021 hockey training program. HHD Hockey draws up-and-coming talent from around the Chicagoland area. Christian Hmura, who coaches with the Chicago Mission AAA hockey club, is the owner/operator of HHD Hockey.

KEY ISSUES:

The Resolution presented approves a Facility Usage License Agreement with HHD Hockey. The agreement will cover any and all ice times reserved by HHD Hockey from June 1, 2021 through August 15, 2021. HHD was seeking proposals from facilities that could offer the best combination of the following conditions:

1. Consistent Monday - Thursday ice time schedule from 8:00 am - 9:20 pm.
2. Clean and modern facility.
3. Competitive pricing.
4. Customer accessibility.

This agreement provides revenues to the Village to help offset fixed operating costs during off-peak periods and represents a minimum commitment of 524 hours of ice time reserved throughout the summer season.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing a Facility Usage License Agreement with HHD Hockey.

BUDGET IMPACT:

This Agreement will provide the Village with revenues in the form of license fees, amusement tax and increased concession sales commissions. Total resulting revenues are in excess of \$148,604.00 for license fees and amusement tax. These revenues are included in the 2021 annual budget.

ACTION REQUIRED:

Approval of a Resolution Authorizing a Facility Usage License Agreement with the HHD Hockey.

ATTACHMENTS:

Description

Upload Date

Type

Resolution

5/6/2021

Resolution Letter

Agreement

4/14/2021

Exhibit

RESOLUTION NO.

**A RESOLUTION APPROVING AN ICE ARENA FACILITY USAGE LICENSE
AGREEMENT WITH HHD HOCKEY**

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 11th day of May, 2021.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage Non-Exclusive License (hereinafter “License”) is made and entered into as of this 27th day of April, 2021, by and between the VILLAGE OF BENSENVILLE Licensor,” “Village”) and HHD Hockey, an Illinois Corporation, (“Licensee”) (Licensee and Licensor collectively referred to as the “Parties”) for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS (“Arena”).

I. RECITALS

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

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

II. LICENSE

1. Term.

The Term of this License shall commence on June 1, 2021 and shall continue until August 31, 2021 (the “Term”). If agreement remains unsigned beyond April 9, 2021, then such agreement shall be deemed null and void.

2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase a minimum of 524 hours of Summer season ice time, defined as ice time between the fourth Sunday in May and the second Friday in August (“Minimum Annual Purchase Requirement”) from Licensor pursuant to the schedule set forth in “Exhibit C,” attached hereto. This Minimum Annual Purchase Requirement may be modified from time to time, provided any modified schedule is reasonably consistent with Exhibit C in terms of percentage allocation of daily times and specified rinks used to schedule Licensee’s ice time.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in “Exhibit C” for other available unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor’s sole discretion, which approval shall not be unreasonably withheld. All exchanges must be approved verbally, or in writing, by the Licensor’s Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee’s use of the Arena (“Preempted Ice”). Preempted Ice includes ice used for certain periodic events, including, but not limited to: tournaments, concerts, matches, exhibitions, shows, political gatherings or emergency maintenance. All scheduled ice time set forth in “Exhibit C” lost to Preempted Ice shall reduce the Annual Minimum Purchase Requirement by an equal amount, if said ice time cannot be exchanged.

3. Scope

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

4. Payment

- a. A security deposit of fifty percent (50%) shall be due on or before April 1, 2021. Thereafter, Licensor shall invoice Licensee on the 15th day of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. **ICE TIME.** For such right as set forth in section 2(a), the Licensee shall be invoiced based upon the following hourly rates; \$270.00 per hour for Summer season ice times. Any ice time hours purchased by Licensee over and above the Minimum Annual Purchase Requirement shall be payable at a negotiated rate.

- c. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. The Licensor shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. The Licensee is also subject to the Licensor's Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Notwithstanding this right, , Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- g. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisfied.

5. Taxes.

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

6. Reservation of Rights.

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

7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to the pay to the Licensor the replacement

- costs itemized in Exhibit "B" for the damages listed caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
 - c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
 - d. Licensee shall maintain the Arena in the same condition as received.
 - e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
 - f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
 - g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
 - h. Licensee's players, hockey instructors and off-ice operations personnel shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
 - i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
 - ☐ USA Hockey
 - ☐ Amateur Hockey Association of Illinois
 - j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
 - k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.
 - l. Licensee shall hire, compensate, and be responsible for the certification and screening of all of Licensee's bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
 - m. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor.

8. Duties of Licensor.

- a. Licensor shall provide the ice rink, team rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."

- b. Licensors shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensors shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.

9. Assumption of Risk.

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

11. Insurance.

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

12. Waiver of Claims; Indemnification.

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

13. Termination.

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

14. Excuse of Performance.

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

15. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee is in full compliance with this License.
- d. If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of the Edge in any way, the Licensee shall be relieved of paying any sum for use of the Edge otherwise due and owing under this License, until such time as the use of the Edge can resume. If monies have been paid for ice time not eligible for use as a result of a failure of the Licensor to provide such use, those sums shall be credited to the Licensee.

16. Miscellaneous.

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

17. Notice.

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

i. For Licensor:

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

and

Joseph Montana
Montana & Welch, LLC
192 North York Road
Elmhurst, IL 60126
jmontana@montanawelch.com
(630) 501 – 0624 Phone
(708) 448 – 7007 Fax

ii. For Licensee:

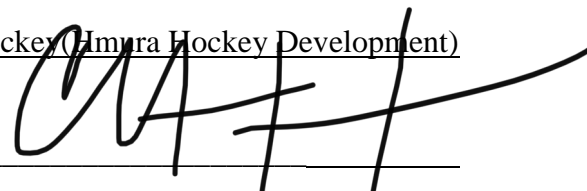
Christian Hmura
HHD Hockey (Hmura Hockey Development)
P.O. Box 456
Downers Grove, IL 60515
hmurahockey@gmail.com
(815) 351 - 7779

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

VILLAGE OF BENSENVILLE

By: _____
Evan Summers, Village Manager

HHD Hockey (Hmura Hockey Development)

By:  _____

Its _____


Attest: _____
Corey Williamsen, Deputy Village Clerk

Attest: _____
Secretary

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

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

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



Signature of participant

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

Date

EXHIBIT B

LOCKER ROOM AND ARENA RULES AND REGULATIONS

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

Exhibit C

Other facility rental fees and responsibilities

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

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

Edge Ice Arenas Rules

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

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

Date _____ Team and Association _____

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

Time of day key is checked out _____

Responsible party printed name _____

NOTE EXISTING DAMAGE _____

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

Responsible party signature _____

Witness (Edge Staff) _____

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

**Reason for non-acceptance _____

Employee name that inspected locker room and received key _____

Time of day key returned _____

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

Price List for Damages

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

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

EXHIBIT C

ICE TIME/SCHEDULE

Licensee shall be responsible for purchasing certain specified ice slots from Licensor as listed below as well as any additional mutually agreed upon ice times.

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Rink</u>
Tuesday	6/1/21	8:00 AM	9:10 AM	West Rink
Tuesday	6/1/21	8:50 AM	9:50 AM	East Rink
Tuesday	6/1/21	9:20 AM	10:30 AM	West Rink
Tuesday	6/1/21	10:40 AM	11:40 AM	West Rink
Tuesday	6/1/21	12:00 PM	1:10 PM	West Rink
Tuesday	6/1/21	1:20 PM	2:30 PM	West Rink
Tuesday	6/1/21	1:20 PM	2:30 PM	East Rink
Tuesday	6/1/21	2:40 PM	3:50 PM	East Rink
Tuesday	6/1/21	4:00 PM	5:10 PM	East Rink
Tuesday	6/1/21	5:20 PM	6:30 PM	East Rink
Tuesday	6/1/21	6:40 PM	7:50 PM	East Rink
Tuesday	6/1/21	7:10 PM	8:20 PM	West Rink
Tuesday	6/1/21	8:00 PM	9:10 PM	East Rink
Wednesday	6/2/21	8:00 AM	9:10 AM	West Rink
Wednesday	6/2/21	8:50 AM	9:50 AM	East Rink
Wednesday	6/2/21	9:20 AM	10:30 AM	West Rink
Wednesday	6/2/21	10:40 AM	11:50 AM	West Rink
Wednesday	6/2/21	12:00 PM	1:10 PM	West Rink
Wednesday	6/2/21	1:20 PM	2:20 PM	West Rink
Wednesday	6/2/21	2:40 PM	3:50 PM	East Rink
Wednesday	6/2/21	4:00 PM	5:10 PM	East Rink
Wednesday	6/2/21	5:20 PM	6:30 PM	East Rink
Wednesday	6/2/21	6:40 PM	7:50 PM	East Rink
Wednesday	6/2/21	8:00 PM	9:10 PM	East Rink
Thursday	6/3/21	8:00 AM	9:10 AM	West Rink
Thursday	6/3/21	8:50 AM	9:50 AM	East Rink
Thursday	6/3/21	9:20 AM	10:30 AM	West Rink
Thursday	6/3/21	10:40 AM	11:40 AM	West Rink
Thursday	6/3/21	12:00 PM	1:10 PM	West Rink
Thursday	6/3/21	1:20 PM	2:30 PM	West Rink
Thursday	6/3/21	1:20 PM	2:30 PM	East Rink
Thursday	6/3/21	2:40 PM	3:50 PM	East Rink
Thursday	6/3/21	4:00 PM	5:10 PM	East Rink
Thursday	6/3/21	5:20 PM	6:30 PM	East Rink

Thursday	6/3/21	6:40 PM	7:50 PM	East Rink
Friday	6/4/21	8:00 AM	9:10 AM	West Rink
Friday	6/4/21	9:20 AM	10:30 AM	West Rink
Friday	6/4/21	10:40 AM	11:50 AM	West Rink
Friday	6/4/21	12:00 PM	1:10 PM	West Rink
Friday	6/4/21	1:20 PM	2:20 PM	West Rink
Friday	6/4/21	2:40 PM	3:50 PM	East Rink
Friday	6/4/21	4:00 PM	5:10 PM	East Rink
Friday	6/4/21	5:20 PM	6:30 PM	East Rink
Friday	6/4/21	6:40 PM	7:50 PM	East Rink
Monday	6/7/21	8:00 AM	9:10 AM	West Rink
Monday	6/7/21	8:50 AM	9:50 AM	East Rink
Monday	6/7/21	9:20 AM	10:30 AM	West Rink
Monday	6/7/21	10:40 AM	11:50 AM	West Rink
Monday	6/7/21	12:00 PM	1:10 PM	West Rink
Monday	6/7/21	1:20 PM	2:20 PM	West Rink
Monday	6/7/21	2:40 PM	3:50 PM	East Rink
Monday	6/7/21	4:00 PM	5:10 PM	East Rink
Monday	6/7/21	5:20 PM	6:30 PM	East Rink
Monday	6/7/21	6:40 PM	7:50 PM	East Rink
Monday	6/7/21	8:00 PM	9:10 PM	East Rink
Tuesday	6/8/21	8:00 AM	9:10 AM	West Rink
Tuesday	6/8/21	9:20 AM	10:20 AM	West Rink
Tuesday	6/8/21	9:30 AM	10:40 AM	East Rink
Tuesday	6/8/21	10:30 AM	11:30 AM	West Rink
Tuesday	6/8/21	12:00 PM	1:10 PM	West Rink
Tuesday	6/8/21	1:20 PM	2:30 PM	West Rink
Tuesday	6/8/21	2:40 PM	3:50 PM	East Rink
Tuesday	6/8/21	4:00 PM	5:10 PM	East Rink
Tuesday	6/8/21	5:20 PM	6:30 PM	East Rink
Tuesday	6/8/21	6:40 PM	7:50 PM	East Rink
Tuesday	6/8/21	8:00 PM	9:10 PM	East Rink
Wednesday	6/9/21	8:00 AM	9:10 AM	West Rink
Wednesday	6/9/21	9:20 AM	10:30 AM	West Rink
Wednesday	6/9/21	9:30 AM	10:40 AM	East Rink
Wednesday	6/9/21	10:40 AM	11:50 AM	West Rink
Wednesday	6/9/21	12:00 PM	1:10 PM	West Rink
Wednesday	6/9/21	1:20 PM	2:20 PM	West Rink
Wednesday	6/9/21	2:40 PM	3:50 PM	East Rink
Wednesday	6/9/21	4:00 PM	5:10 PM	East Rink
Wednesday	6/9/21	5:20 PM	6:30 PM	East Rink

Wednesday	6/9/21	6:40 PM	7:50 PM	East Rink
Wednesday	6/9/21	8:00 PM	9:10 PM	East Rink
Thursday	6/10/21	8:00 AM	9:10 AM	West Rink
Thursday	6/10/21	8:50 AM	9:50 AM	East Rink
Thursday	6/10/21	9:20 AM	10:30 AM	West Rink
Thursday	6/10/21	10:40 AM	11:40 AM	West Rink
Thursday	6/10/21	12:00 PM	1:10 PM	West Rink
Thursday	6/10/21	1:20 PM	2:30 PM	West Rink
Thursday	6/10/21	2:40 PM	3:50 PM	East Rink
Thursday	6/10/21	4:00 PM	5:10 PM	East Rink
Thursday	6/10/21	5:20 PM	6:30 PM	East Rink
Thursday	6/10/21	6:40 PM	7:50 PM	East Rink
Thursday	6/10/21	8:00 PM	9:10 PM	East Rink
Monday	6/14/21	12:20 PM	1:30 PM	East Rink
Monday	6/14/21	1:40 PM	2:40 PM	East Rink
Monday	6/14/21	3:00 PM	4:10 PM	East Rink
Monday	6/14/21	8:00 PM	9:10 PM	West Rink
Tuesday	6/15/21	12:20 PM	1:30 PM	East Rink
Tuesday	6/15/21	1:00 PM	2:00 PM	West Rink
Tuesday	6/15/21	1:40 PM	2:50 PM	East Rink
Tuesday	6/15/21	3:00 PM	4:10 PM	East Rink
Tuesday	6/15/21	7:30 PM	8:40 PM	East Rink
Tuesday	6/15/21	8:00 PM	9:10 PM	West Rink
Wednesday	6/16/21	12:20 PM	1:30 PM	East Rink
Wednesday	6/16/21	1:40 PM	2:40 PM	East Rink
Wednesday	6/16/21	3:25 PM	4:35 PM	West Rink
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Wednesday	6/16/21	8:00 PM	9:10 PM	West Rink
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Thursday	6/17/21	1:00 PM	2:00 PM	West Rink
Thursday	6/17/21	1:40 PM	2:50 PM	East Rink
Thursday	6/17/21	3:00 PM	4:10 PM	East Rink
Thursday	6/17/21	3:25 PM	4:35 PM	West Rink
Thursday	6/17/21	7:30 PM	8:40 PM	East Rink
Thursday	6/17/21	8:00 PM	9:10 PM	West Rink
Monday	6/21/21	8:00 AM	9:10 AM	West Rink
Monday	6/21/21	8:50 AM	9:50 AM	East Rink
Monday	6/21/21	9:20 AM	10:30 AM	West Rink
Monday	6/21/21	10:40 AM	11:50 AM	West Rink

Monday	6/21/21	12:00 PM	1:10 PM	West Rink
Monday	6/21/21	1:20 PM	2:20 PM	West Rink
Monday	6/21/21	2:40 PM	3:50 PM	West Rink
Monday	6/21/21	4:00 PM	5:10 PM	West Rink
Monday	6/21/21	5:20 PM	6:30 PM	West Rink
Monday	6/21/21	6:40 PM	7:50 PM	West Rink
Monday	6/21/21	8:00 PM	9:10 PM	West Rink
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Tuesday	6/22/21	1:20 PM	2:30 PM	West Rink
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Tuesday	6/22/21	4:00 PM	5:10 PM	West Rink
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Wednesday	6/23/21	8:50 AM	9:50 AM	East Rink
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Thursday	6/24/21	4:00 PM	5:10 PM	West Rink
Thursday	6/24/21	5:20 PM	6:30 PM	West Rink
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Thursday	6/24/21	6:50 PM	8:00 PM	East Rink
Thursday	6/24/21	8:00 PM	9:10 PM	West Rink
Monday	6/28/21	8:00 AM	9:10 AM	West Rink
Monday	6/28/21	8:10 AM	9:20 AM	East Rink
Monday	6/28/21	9:20 AM	10:30 AM	West Rink
Monday	6/28/21	9:30 AM	10:40 AM	East Rink
Monday	6/28/21	10:40 AM	11:50 AM	West Rink
Monday	6/28/21	12:00 PM	1:10 PM	West Rink
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Monday	6/28/21	2:40 PM	3:50 PM	West Rink
Monday	6/28/21	4:00 PM	5:10 PM	West Rink
Monday	6/28/21	5:20 PM	6:30 PM	West Rink
Monday	6/28/21	6:40 PM	7:50 PM	West Rink
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Tuesday	6/29/21	8:00 AM	9:10 AM	West Rink
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Wednesday	6/30/21	6:40 PM	7:50 PM	West Rink
Wednesday	6/30/21	8:00 PM	9:10 PM	West Rink
Thursday	7/1/21	8:00 AM	9:10 AM	West Rink
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Monday	7/5/21	12:00 PM	1:10 PM	West Rink
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Monday	7/5/21	2:40 PM	3:50 PM	West Rink
Monday	7/5/21	4:00 PM	5:10 PM	West Rink
Monday	7/5/21	5:20 PM	6:30 PM	West Rink
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Tuesday	7/6/21	9:30 AM	10:40 AM	East Rink
Tuesday	7/6/21	10:30 AM	11:30 AM	West Rink
Tuesday	7/6/21	12:00 PM	1:10 PM	West Rink
Tuesday	7/6/21	1:20 PM	2:30 PM	West Rink
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Tuesday	7/6/21	2:40 PM	3:50 PM	West Rink
Tuesday	7/6/21	4:00 PM	5:10 PM	West Rink
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Tuesday	7/6/21	6:40 PM	7:50 PM	West Rink
Tuesday	7/6/21	8:00 PM	9:10 PM	West Rink
Wednesday	7/7/21	8:00 AM	9:10 AM	West Rink
Wednesday	7/7/21	9:20 AM	10:30 AM	West Rink
Wednesday	7/7/21	9:30 AM	10:40 AM	East Rink
Wednesday	7/7/21	10:40 AM	11:50 AM	West Rink
Wednesday	7/7/21	12:00 PM	1:10 PM	West Rink
Wednesday	7/7/21	1:20 PM	2:20 PM	West Rink
Wednesday	7/7/21	2:40 PM	3:50 PM	West Rink
Wednesday	7/7/21	4:00 PM	5:10 PM	West Rink
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Thursday	7/8/21	8:00 AM	9:10 AM	West Rink
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Thursday	7/8/21	9:20 AM	10:30 AM	West Rink
Thursday	7/8/21	10:40 AM	11:40 AM	West Rink
Thursday	7/8/21	12:00 PM	1:10 PM	West Rink
Thursday	7/8/21	1:20 PM	2:30 PM	West Rink
Thursday	7/8/21	1:30 PM	2:40 PM	East Rink
Thursday	7/8/21	2:40 PM	3:50 PM	West Rink
Thursday	7/8/21	4:00 PM	5:10 PM	West Rink
Thursday	7/8/21	5:20 PM	6:30 PM	West Rink
Thursday	7/8/21	6:40 PM	7:50 PM	West Rink
Thursday	7/8/21	6:50 PM	8:00 PM	East Rink
Thursday	7/8/21	8:00 PM	9:10 PM	West Rink
Monday	7/12/21	8:00 AM	9:10 AM	West Rink
Monday	7/12/21	9:20 AM	10:30 AM	West Rink
Monday	7/12/21	10:40 AM	11:50 AM	West Rink
Monday	7/12/21	12:00 PM	1:10 PM	West Rink
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Monday	7/12/21	2:40 PM	3:50 PM	West Rink
Monday	7/12/21	4:00 PM	5:10 PM	West Rink
Monday	7/12/21	5:20 PM	6:30 PM	West Rink
Monday	7/12/21	6:40 PM	7:50 PM	West Rink
Monday	7/12/21	8:00 PM	9:10 PM	West Rink
Tuesday	7/13/21	8:00 AM	9:10 AM	West Rink
Tuesday	7/13/21	9:20 AM	10:30 AM	West Rink
Tuesday	7/13/21	10:40 AM	11:40 AM	West Rink
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Tuesday	7/13/21	2:40 PM	3:50 PM	West Rink
Tuesday	7/13/21	4:00 PM	5:10 PM	West Rink
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Tuesday	7/13/21	6:40 PM	7:50 PM	West Rink
Tuesday	7/13/21	8:00 PM	9:10 PM	West Rink
Wednesday	7/14/21	8:00 AM	9:10 AM	West Rink
Wednesday	7/14/21	9:20 AM	10:30 AM	West Rink
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Thursday	7/15/21	8:00 AM	9:10 AM	West Rink
Thursday	7/15/21	9:20 AM	10:30 AM	West Rink
Thursday	7/15/21	10:40 AM	11:40 AM	West Rink
Thursday	7/15/21	12:00 PM	1:10 PM	West Rink
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Thursday	7/15/21	6:40 PM	7:50 PM	West Rink
Thursday	7/15/21	6:50 PM	8:00 PM	East Rink
Thursday	7/15/21	8:00 PM	9:10 PM	West Rink
Monday	7/19/21	8:00 AM	9:10 AM	West Rink
Monday	7/19/21	9:20 AM	10:30 AM	West Rink
Monday	7/19/21	10:40 AM	11:50 AM	West Rink
Monday	7/19/21	12:00 PM	1:10 PM	West Rink
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Monday	7/19/21	2:40 PM	3:50 PM	West Rink
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Thursday	7/22/21	4:50 PM	6:00 PM	East Rink
Thursday	7/22/21	5:30 PM	6:40 PM	West Rink
Thursday	7/22/21	6:10 PM	7:20 PM	East Rink
Thursday	7/22/21	6:50 PM	8:00 PM	West Rink
Thursday	7/22/21	8:10 PM	9:20 PM	West Rink
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Monday	7/26/21	4:40 PM	5:40 PM	East Rink
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Monday	8/2/21	11:00 AM	12:00 PM	East Rink
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Tuesday	8/3/21	8:00 AM	9:10 AM	West Rink
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Wednesday	8/4/21	2:40 PM	3:50 PM	West Rink
Wednesday	8/4/21	4:00 PM	5:10 PM	West Rink
Wednesday	8/4/21	5:20 PM	6:30 PM	West Rink
Wednesday	8/4/21	6:40 PM	7:50 PM	West Rink
Wednesday	8/4/21	8:00 PM	9:10 PM	West Rink

Thursday	8/5/21	8:00 AM	9:10 AM	West Rink
Thursday	8/5/21	9:20 AM	10:20 AM	West Rink
Thursday	8/5/21	9:30 AM	10:40 AM	East Rink
Thursday	8/5/21	10:30 AM	11:30 AM	West Rink
Thursday	8/5/21	12:00 PM	1:10 PM	West Rink
Thursday	8/5/21	1:20 PM	2:30 PM	West Rink
Thursday	8/5/21	1:30 PM	2:40 PM	East Rink
Thursday	8/5/21	2:40 PM	3:50 PM	West Rink
Thursday	8/5/21	4:00 PM	5:10 PM	West Rink
Thursday	8/5/21	5:20 PM	6:30 PM	West Rink
Thursday	8/5/21	6:40 PM	7:50 PM	West Rink
Thursday	8/5/21	6:50 PM	8:00 PM	East Rink
Thursday	8/5/21	8:00 PM	9:10 PM	West Rink
Monday	8/9/21	8:00 AM	9:10 AM	West Rink
Monday	8/9/21	9:20 AM	10:30 AM	West Rink
Monday	8/9/21	10:40 AM	11:50 AM	West Rink
Monday	8/9/21	12:00 PM	1:10 PM	West Rink
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Monday	8/9/21	6:40 PM	7:50 PM	West Rink
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Tuesday	8/10/21	8:00 AM	9:10 AM	West Rink
Tuesday	8/10/21	9:20 AM	10:30 AM	West Rink
Tuesday	8/10/21	10:40 AM	11:40 AM	West Rink
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TYPE:Proclamation**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 11, 2021**DESCRIPTION:**

Proclamation Designating the Week of May 16-22, 2021, National Public Works Week in the Village of Bensenville, Illinois

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

N/A

DATE:

N/A

BACKGROUND:

Public Works services provided in our community are an integral part of our citizens' everyday lives. The Village of Bensenville Department of Public Works supplies the Village quality drinking water, excellent wastewater treatment facilities, an extensive local road system, and an award winning forestry program. Since 1960, APWA (American Public Works Association) has sponsored National Public Works Week. Across North America, our more than 28,000 members in the US and Canada use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life. APWA has selected "Public Works - Stronger Together" as its theme for 2021's National Public Works Week, which will be celebrated May 16-22. The week is to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life.

Instituted as a public education campaign by the American Public Works Association.

APWA encourages public works agencies and professionals to take the opportunity to make their stories known in their communities. The occasion is marked each year with scores of resolutions and proclamations from mayors and governors. Some special highlights of NPWW include a United States Senate resolution affirming the first National Public Works Week in 1960, letters of acknowledgment from Presidents Dwight Eisenhower and Lyndon Johnson, and a Presidential Proclamation signed by John F. Kennedy in 1962.

KEY ISSUES:

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations. Please join me in recognizing May 16-22, 2021 as National Public Works Week in the Village of Bensenville.

ALTERNATIVES:

N/A

RECOMMENDATION:

N/A

BUDGET IMPACT:

N/A

ACTION REQUIRED:

N/A



ATTACHMENTS:

Description

Proclamation

Upload Date

5/6/2021

Type

Cover Memo



**Stronger
Together**

National Public Works Week Proclamation

May 16 – 23, 2021

“Stronger Together”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the **VILLAGE OF BENSENVILLE** and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the **VILLAGE OF BENSENVILLE** to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

NOW, THEREFORE, I, **FRANK DESIMONE, PRESIDENT OF THE VILLAGE OF BENSENVILLE**, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

ADOPTED this 11 day of MAY 2021.

Frank DeSimone, Village President

Nancy Quinn, Village Clerk