



# VILLAGE OF BENSENVILLE

## Village Board

President

Frank Soto

## Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell III

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

## Village Clerk

Susan Janowiak

## Village Manager

Michael Cassady

## Village of Bensenville, Illinois

### BOARD OF TRUSTEES

### MEETING AGENDA

**6:30 P.M. Tuesday, May 8, 2012**

**Bensenville Village Hall, 12 S. Center Street, Bensenville IL 60106**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES  
April 24, 2012 Board of Trustees
- VI. WARRANT – May 8, 2012 #12/ 09 - \$1,036,331.16
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Authorizing the Execution of an Agreement with Chicago Steel DBA Chicago Hockey, LLC*
- VIII. **REPORTS OF STANDING COMMITTEES**
  - A. Community and Economic Development Committee – No Report
  - B. Infrastructure and Environment Committee – No Report
  - C. Administration, Finance and Legislation Committee – No Report
  - D. Public Safety Committee – No Report
  - E. Recreation and Community Building Committee – No Report
  - F. Technology Committee – No Report
- IX. INFORMATION ITEMS
  - A. PRESIDENT'S REMARKS
    1. *Reappointments to Boards and Commissions:*

A. *Resolution Granting the Advice and Consent to the President's Reappointing Charles Rizzo as a Trustee to the Bensenville Fire Protection District #2*

B. *Resolution Granting the Advice and Consent to the President's Reappointing Joseph Storto to the Board of Police Commission*

2. *Village Proclamation: Older Americans Month*

3. *Village Proclamation: National Public Works Week May 20-26*

B. VILLAGE MANAGER'S REPORT

1. *Request for Approval to Hold a Carnival Fundraiser for School District 2 from May 17 Through May 20, 2012 in the Village Hall Parking Lot and a Portion of the Metra Parking Lot*

C. VILLAGE ATTORNEY'S REPORT

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

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

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

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

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

**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 24, 2012**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:36 p.m.

**ROLL CALL:** 2. Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

Absent: None

A quorum was present.

**PUBLIC COMMENT:** **Mike Moruzzi – 906 Brookwood**

Mr. Moruzzi thanked Director of Public Works, Joe Caracci and Police Chief, Frank Kosman, for their involvement in replacing the stop signs in Mr. Moruzzi's residential area.

**Mark Keane – 910 W. Hillside Drive**

Mr. Keane addressed the Village Board in regards to snow plowing and salting throughout Bensenville.

**Thomas Gill – 238 S. Kenilworth, Oak Park, Illinois**

Mr. Gill addressed the Village Board with his objection to the proposed resolution authorizing the execution of an engineering services agreement with Admore Associates.

**Kerry Corona – 16W694 Red Oak Avenue**

Ms. Corona thanked the Village Board for the improvements they have made over the last three years and looks forward to the future of Bensenville.

**APPROVAL OF  
MINUTES:**

3. The April 10, 2012 Village Board Meeting minutes were presented.

**Motion:**

Trustee Ridder made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

Trustee Peconio abstained from the vote. All were in favor. Motion carried.

**WARRANT NO.**

**12/08:** 4. President Soto presented **Warrant No. 12/08** in the amount of \$2,497,912.73.

**Motion:** Trustee Bartlett made a motion to approve the warrant as presented. Trustee Wesseler seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried.

**PUBLIC  
HEARING:**

5. President Soto called the public hearing regarding the consideration of a site variance petition relating to DuPage County Countywide Stormwater and Flood Plain Ordinance for a proposed roadway widening and reconstruction improvements (Volk Brothers) to order at 6:54 p.m.

**ROLL CALL:** Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wesseler

Absent: None

A quorum was present.

Director of Public Works, Joe Caracci, gave a brief summary and explanation of the public hearing and project.

President Soto asked if there were any members of the public that had any questions or comments. There were none.

Trustee Ridder made a motion to adjourn the public hearing. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the public hearing at 6:53 p.m.

*President Soto requested to move Presidential Remarks to this portion of the meeting. There were no objections from the Village Board.*

**PRESIDENT'S  
REMARKS:**

President Soto read a proclamation into the record for Arbor Day.

Director of Public Works, Joe Caracci, announced the Village will be holding an Arbor Day tree planting ceremony on April 27, 2012 at Hoffman Park at 4:00 p.m. The Village will be planting a new tree and honoring Rick Cuvala.

Police Chief, Frank Kosman, introduced newly hired Police Officer Eduardo Flores to the Village Board and Community. Police Chief, Frank Kosman presented a video of the Academy that Officer Flores attended.

Motion:

6. Trustee Jarecki made a motion to pull agenda item number six from the Consent Agenda for further discussion during the Board Meeting. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

Trustee Peconio made a motion to set the Consent Agenda as amended. Trustee Jarecki seconded the motion.

All were in favor. Motion carried.

**Resolution No.  
R-36-2012:**

**Resolution Authorizing a Contract to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services in the Amount of \$35,195.40. (Consent Agenda)**

**Resolution No.  
R-37-2012:**

**Resolution Authorizing a Contract with Kramer Services for Lawn Maintenance in the Amount of \$21,976. (Consent Agenda)**

**Resolution No.  
R-38-2012:**

**Resolution Authorizing a Contract to Associated Technical Services, LTD for Water Valve Locations and Exercising Services in the Amount of \$72,000. (Consent Agenda)**

**Resolution No.  
R-39-2012:**

**Resolution Authorizing the Execution of a Contract with R.G. Smith Equipment Company for Public Works Truck Refurbishment in the Amount of \$41,950. (Consent Agenda)**

**Resolution No.**

**R-40-2012:**

**Resolution Authorizing the Execution of a Purchase Order to Triangle Fabrication & Body Company for Public Works Truck Refurbishment in the Amount of \$28,565. (Consent Agenda)**

**Ordinance No.**

**19-2012:**

**An Ordinance Authorizing the Sale of Surplus Personal Property Owned by the Village of Bensenville. (Consent Agenda)**

**Resolution No.**

**R-41-2012:**

**Resolution Authorizing the Execution of a Construction Contract for the Jefferson Street Corridor Watermain Replacement Project – Phase I with Stark and Son Trenching, Inc. of Hampshire, Illinois in the Not to Exceed Amount of \$849,214. (Consent Agenda)**

**Resolution No.**

**R-42-2012:**

**Resolution Authorizing the Execution of a Design Engineering Services Contract for the County Line Watermain Replacement Project with Primera Engineers, Inc. in the Not to Exceed Amount of \$35,000. (Consent Agenda)**

**Resolution No.**

**R-43-2012:**

**Resolution Authorizing the Payment for the Annual Northeast DuPage Youth and Family Services Contribution for Amended Fiscal Year 2012 in the Amount of \$18,625. (Consent Agenda)**

**Motion:**

Trustee Wessler made a motion to approve the Consent Agenda as presented. Trustee Ridder seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No**

**R-44-2012:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-44-2012** entitled **A Resolution Authorizing the Execution of an Engineering Services Agreement with Admore Associates, LLC for the Jefferson Street Watermain Replacement Project – Phase I in the Not to Exceed Amount of \$75,706.**

Motion: Trustee Peconio made a motion to approve the resolution as presented. Trustee Ridder seconded the motion.

Trustee Wessler asked how the process of selecting an engineer worked. Village Manager, Michael Cassady, gave an explanation.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No  
R-45-2012:**

8. President Soto gave the summarization of the action contemplated in **Resolution No. R-45-2012** entitled **A Resolution Authorizing the Execution of a Contract with Larry Roesch Ford in Bensenville, Illinois for the Purchase of Five Vehicles in the Amount of \$175,806.**

Motion: Trustee O'Connell made a motion to approve the resolution as presented. Trustee Bartlett seconded the motion.

Trustee Peconio stated his objection to purchasing another vehicle for Public Works and also stated he was in favor of purchasing four vehicles for the Police Department.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Wessler

NAYS: Peconio

Motion carried.

**Resolution No  
R-46-2012:**

9. President Soto gave the summarization of the action contemplated in **Resolution No. R-46-2012** entitled **A Resolution Authorizing the Execution of a Contract with CDS Office Technologies of Peoria, Illinois for the Purchase of Seven laptop Computers in the Amount of \$36,855.**

Motion: Trustee Ridder made a motion to approve the resolution as presented. Trustee Wessler seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Wessler

NAYS: None

ABSTAINED: Peconio

Motion carried.

**Resolution No  
R-47-2012:**

10. President Soto gave the summarization of the action contemplated in **Resolution No. R-47-2012** entitled **A Resolution Authorizing the Execution of a Construction Contract for Volk Brothers CDBG Project – Phase II with A-Lamp Concrete Contractors, Inc. of Schaumburg, Illinois in the Not to Exceed Amount of \$868,218.**

Motion: Trustee Jarecki made a motion to approve the resolution as presented subject to approval from DuPage County. Trustee Peconio seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

NAYS: None

All were in favor. Motion carried.

**Ordinance No  
20-2012:**

11. President Soto gave the summarization of the action contemplated in **Ordinance No. 20-2012** entitled **An Ordinance Rescinding the Planned Water and Sewer Rate Increase Planned for May 1, 2012 for the Village of Bensenville.**

Motion: Trustee Peconio made a motion to adopt the ordinance as presented. Trustee Ridder seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

NAYS: None

All were in favor. Motion carried.



**Motion:** Trustee Peconio made a motion to appoint Trustee JoEllen Ridder, Village Manager, Michael Cassady, and Police Chief, Frank Kosman as Representatives of the Bensenville Youth Coalition on behalf of the Village of Bensenville. Trustee Wessler seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

NAYS: None

All were in favor. Motion carried.

*President Soto left the meeting at 7:37 p.m. and appointed Trustee O'Connell as President Pro Tem. There were no objections from the Village Board.*

**MANAGERS  
REPORT:**

John Fortman along with Anthony Quigley and Diane O'Keefe from IDOT presented to the Village Board an update of the Grade Separation Project at Irving Park Road and York Road.

Karen Falk from ETC Institute presented to the Village Board the final report findings from the 2011 Direction Finder survey.

**Resolution No  
R-48-2012:**

12. President Pro Tem O'Connell gave the summarization of the action contemplated in **Resolution No. R-48-2012** entitled **A Resolution Supporting the Granting of a Cook County Class 6(b) Real Estate Tax Incentive for Certain Property Commonly Known as 471 Podlin Drive, Bensenville, Illinois.**

**Motion:** Trustee Wessler made a motion to approve the resolution as presented. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wessler

NAYS: None

All were in favor. Motion carried.

**VILLAGE ATTORNEY'S  
REPORT:**

Village Attorney, Pat Bond, had no report.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

Trustee Ridder announced School District No. 2 will be holding an open house event "Walk Down Memory Lane" on April 29, 2012 from 1:00 p.m. to 4:00 p.m. at Chippewa Elementary School.

Trustee Ridder announced Helping Hands will be hosting "Come Dance the Night Away" on May 4, 2012 at White Pines Golf Course. The cost of the event is \$15. Proceeds from the event will be used for the Helping Hands Organization.

Trustee Bartlett asked for clarification in regards to a letter that was sent out by Village Staff to local businesses in town. Staff stated a report will be made in a future confidential memo.

Trustee Peconio asked for an update regarding his request for a list of businesses in town for the Chamber of Commerce. Staff stated a report will be made in a future confidential memo.

Trustee Bartlett thanked Director of Special Events, Gary Thorsen, and Staff for their work of placing banners for Music in the Park at the vacant building across the street from Village Hall.

Village Manager, Michael Cassady, showed an example of an Emerald Ash Borer tree branch.

**EXECUTIVE  
SESSION:**

Village Attorney, Pat Bond, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, acquisition of real estate property, personnel, and collective negotiating matters. Action will take place as a result of the discussions.

**Motion:**

Trustee Ridder made a motion recess the meeting and go into executive session. Trustee Wessler seconded the motion.

All were in favor. Motion carried.

President Pro Tem O'Connell recessed the meeting at 8:35 p.m.

President Soto called the meeting back to order at 9:25 p.m.

**ROLL CALL:**

Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wesseler

Absent: None

A quorum was present.

**Ordinance No  
21-2012:**

13. President Soto gave the summarization of the action contemplated in **Ordinance No. 21-2012** entitled **First Amendment to the Village of Bensenville 2012 Annual Budget.**

**Motion:**

Trustee Jarecki made a motion to adopt the ordinance as presented. Trustee Ridder seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Ridder, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried

**ADJOURNMENT:**

Trustee O'Connell made a motion to adjourn the meeting. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 9:29 p.m.

Susan Janowiak  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, May, 2012

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution      **SUBMITTED BY:** Gary Thorsen      **DATE:** May 3, 2012

**DESCRIPTION:** Resolution executing an Agreement with Chicago Steel for Ice Arena and Facility Usage for a period of 2 years from May 17, 2012 to May 16, 2014.

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

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

**COMMITTEE ACTION:** Due to the timeliness of the start of the 2012 hockey season, this agreement is forwarded directly to the Village Board without review by the Recreation and Community Building Committee

**DATE:** N/A

### **BACKGROUND:**

The Chicago Steel is an NAHL Tier I Junior Hockey team that has partnered with the Village of Bensenville for use of our Edge facilities for over 10 years. This agreement seeks to put the Steel under contract for 2012 and 2013.

### **KEY ISSUES:**

This is for an Agreement between the Chicago Steel (DBA Chicago Hockey, LLC) and the Village of Bensenville for use of the Edge I & II ice rinks, the main locker room in the west rink, and office space for a period of 2 years from May 17, 2012 through May 16, 2014.

Key terms of the agreement include:

- \$50,000 annual payment by the Steel for use of the Village facilities;
- Reservation of ice time for games, practices and tryouts;
- Youth Hockey School in July of each year; and
- Provisions for additional payment for ice time used beyond the scope of the Agreement.

### **ALTERNATIVES:**

- Execute the Agreement with the Chicago Steel
- Discretion of the Board.

### **RECOMMENDATION:**

Staff recommends approval of the Resolution executing an Agreement between the Chicago Steel and the Village of Bensenville

### **BUDGET IMPACT:**

Total contract value of \$100,000 (\$50,000 in 2012 and \$50,000 in 2013). This is a budgeted item in the revenue portion of the 2012 Budget.

### **ACTION REQUIRED:**

Pass the Resolution executing an Agreement with Chicago Steel (DBA Chicago Hockey, LLC)

**VILLAGE OF BENSENVILLE**  
**ICE ARENA AND FACILITY USAGE LICENSE AGREEMENT**

This Ice Arena and Facility Usage License Agreement (hereinafter the "Agreement") is made and entered into by and between the Village of Bensenville, a municipal corporation (hereinafter the "LICENSOR") and Chicago Hockey, LLC, an Illinois Limited Liability Company (hereinafter the "LICENSEE") (collectively the "Parties"), on the date the Agreement is fully executed by the Parties.

**WITNESSETH:**

WHEREAS, the LICENSOR owns a public multi-use complex known as The Edge II Ice Arena (hereinafter the "Arena"); and

WHEREAS, the LICENSEE owns and operates a hockey team known as the Chicago Steel and desires to enter into this Agreement with the LICENSOR for a certain license to use the Arena and its facilities; and

WHEREAS, the Parties desire that this Agreement shall set fourth their full and complete understanding of the terms and conditions under which the LICENSEE will schedule and play home games, hold practices, conduct other LICENSEE-sponsored activities, and use certain portions of the Arena as provided for herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, the Parties, each intending to be legally bound, do hereby mutually agree as follows:

**TERMS AND CONDITIONS**

**ARTICLE I**  
**(DEFINITIONS)**

1.1 Arena. The term "Arena" shall mean the ice surface and related facilities commonly known as The Edge Ice II Arena, located at 735 Jefferson Street, Bensenville, Illinois 60106.

1.2 Facilities. The term "Facilities" shall mean the Arena ice surface, Locker Rooms and the Weight Room located within the Premium Locker Room.

1.3 Hockey Game. The term "Hockey Game" shall mean a competitive sporting event conducted at the Arena that consists of a four-hour period and any necessary overtime play occurring in the pre-season, regular season and post season as scheduled by the League.

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1.4 Hockey Season. The term "Hockey Season" shall mean and include at least thirty-one (31) regular season games, as scheduled by the League and any all-star, play-off or post-season games or tournaments, and in any case shall terminate no later than May 18th of any calendar year.

1.5 Ice Maker. The term "Ice Maker" shall mean a truck-like vehicle used to clean and smooth the surface of the ice rink.

1.6 Ice Make Time. The term "Ice Make Time" shall mean the time it takes for the Ice Maker to clean and smooth the surface of an ice rink.

1.7 League. The term "League" shall mean and include the United States Hockey League (hereinafter the "USHL"), or any successor or substitute association of hockey teams to which LICENSEE may hereafter belong or become affiliated. LICENSOR'S approval is necessary prior to any league modifications or transformations.

1.8 Locker Rooms. The term "Locker Rooms" shall mean the two (2) locker rooms dedicated for the use of visiting teams and the Premium Locker Room.

1.9 Premium Locker Room. The term "Premium Locker Room" shall mean the Locker Room used by The Chicago Blackhawks.

1.10 Team Merchandise & Novelties. The term Team "Merchandise & Novelties" shall mean any and all articles of clothing as well as any and all items such as pennants, posters, buttons, sticks, pens, mugs, etc., which bear the name and/or logo of the hockey club operated by LICENSEE, and the name and/or logo of the League.

1.11 Weight Room. The term "Weight Room" shall mean the weight training area located within the Premium Locker Room.

## ARTICLE II (TERM)

2.1 The term of the Agreement shall be two (2) years beginning on May 17, 2012 and shall terminate on May 16, 2014. The Parties agree to negotiate, in good faith, and execute a mutually agreeable successor agreement within 30 days of the termination date of this Agreement, which provisions shall include but not be limited to a new contract term of up to ten (10) years.

## ARTICLE III

(USE OF THE ARENA)

3.1 Scope of License. Subject to the terms and conditions of this Agreement, LICENSEE is authorized by LICENSOR to use the Arena Ice, Arena Locker Rooms with internal offices, and Weight Room located in the Premium Locker Room for the purpose of regularly scheduled hockey games, practice sessions, and try-out camps during the Hockey Season, and for no other purpose whatsoever, without the prior written consent of LICENSOR.

3.2 LICENSEE Payment. LICENSEE shall make an annual payment to LICENSOR in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) for the following:

- (a) Use of the Premium Locker Room; and
- (b) Game Ice Time for thirty-one (31) games starting at 6:50 p.m. and ending at 10:50 p.m. at the West Arena on Fridays and Saturdays; and
- (c) Practice Ice Time for the period defined as the season in accordance with USHL bylaws on weekdays from 1:20 p.m. to 3:20 p.m.; and
- (d) Game day practice time for visiting teams depending on availability; and
- (e) Try-out camp for skaters and goalies lasting one week in June; and
- (f) Youth Hockey School lasting one week in July; and
- (g) After Game Ice Time for four (4) Hockey Games scheduled on a Friday or Saturday evening; and
- (h) Use of former Acceleration room as office space.

3.3 Payment Schedule. LICENSEE shall make payments to LICENSOR on the following payment schedule:

- (a) September 1, 2012, Twenty-five Thousand and 00/100 Dollars (\$25,000.00).
- (b) December 1, 2012, Twenty-five Thousand and 00/100 Dollars (\$25,000.00).

3.4 Additional Payment. Any additional ice time beyond that contemplated in paragraph 3.2 shall be purchased by LICENSEE at a rate of One Hundred Seventy Five and 00/100 Dollars (\$175.00) per hour plus the applicable 5% Village Amusement Tax.

3.5 Practice Ice Time.

(a) LICENSEE practice ice time shall be subject to availability and shall include an intermission ice make or a 10-minute ice make upon the conclusion of the practices. Practice time reservations shall be made through LICENSOR.

(b) Any and all practice ice time fees paid prior to the execution of this Agreement are not refundable and shall be considered separate and apart from and deemed paid over and above any fees to be paid pursuant to this Agreement.

3.6 Ice Time After Hockey Games. Ice time shall be made available to LICENSEE up to four (4) times during the hockey season for thirty (30) minutes after a hockey game, not including ice make time, at no additional charge provided that LICENSEE deliver ninety (90) days advance notice to LICENSOR for approval.

3.7 LICENSEE Sponsored Try-out and Youth Hockey Camps. LICENSEE is entitled to host a one-week try-out camp in June and a one-week youth hockey school in July. Any additional ice for camps, clinics, tryouts, evaluations, seminars, or practices outside of the hockey season are subject to an ice user rate of One Hundred Seventy-Five and 00/100 Dollars (\$175.00) per hour, plus a 5% Village Amusement Tax.

3.8 LICENSEE'S Use of the Premium Locker Room. LICENSEE shall use the Premium Locker Room for hockey games. LICENSOR shall provide maintenance services for the Premium Locker Room.

3.9 Repairs and Modifications of Arena Facilities. LICENSEE agrees that it shall pay and be liable for all repairs, renovations and replacements to any portions of the Arena Facilities, including but not limited to fixtures and equipment made necessary as the result of any LICENSEE-sponsored events. Further, LICENSEE shall be responsible for any and all modifications to Arena Facilities performed by LICENSEE without the prior written consent of the LICENSOR. In the event of any such modifications, LICENSEE shall, at its expense, return modified Arena Facilities to their condition existing prior to LICENSEE'S use.

3.10 Off-Ice Training.

(a) Off-Ice training, including but not limited to soccer, kickball, foot juggling, hackey sack, chanting, cheering, clapping, stretching or calisthenics, is prohibited from any common area within the Arena.

(b) The Premium Locker Room shall to be used exclusively for all off-ice training exercises.

3.10 LICENSEE practice times shall be from 1:20 pm to 3:20 p.m. during the USHL season, and game dates/times shall be in accordance with the USHL schedule. LICENSEE recognizes that LICENSOR has existing License Agreements with other



organizations which also schedule practice and game times in the Arena, thus available ice times provided for herein are subject to existing License Agreements.

ARTICLE IV  
(STAFFING & SERVICES)

4.1 LICENSOR shall be responsible for appropriate police and emergency medical staff at each and every LICENSEE hockey game.

4.2 For each LICENSEE Hockey Game, LICENSEE shall be liable for and reimburse LICENSOR, on a monthly basis as invoiced by LICENSOR, for all staffing and service costs provided by LICENSOR, including but not limited to parking attendants, ticket-takers, seat ushers and custodial services beyond base custodial services provided on non-game days.

ARTICLE V  
(PARKING)

5.1 LICENSOR shall make available a minimum of five hundred (500) and a maximum of nine hundred (900) parking spaces to accommodate fans attending LICENSEE hockey games.

ARTICLE VI  
(SCHEDULING)

6.1 LICENSOR shall attempt to meet the USHL scheduling requirements, subject to the limitations provided in Section 3.9 of this Agreement. LICENSEE shall provide the scheduling requirements to LICENSOR as soon as they are available.

6.2 LICENSEE understands and agrees that any additional dates, times, and/or rates concerning the use of the Arena must be negotiated with LICENSOR.

6.3 The following persons shall be authorized to schedule ice time with LICENSOR, and make any cancellations binding upon LICENSEE: Director of Hockey Operations or his designee, Head Coach/General Manager or his designee. All such changes must be made in writing by the LICENSEE and approved in writing by the LICENSOR.

ARTICLE VII  
(SALES AND ADVERTISING)

7.1 Skyboxes.

(a) LICENSEE shall have the right to market, promote, license and retain fees associated with the license of eight (8) skyboxes located within the Arena to third-party users for LICENSEE hockey games, provided that any third-party skybox license shall be subject to a written license agreement between LICENSEE and a third-party user requiring that:

(1) The food/beverage order shall be paid by cash or credit; and

(2) The third-party user shall remit to LICENSEE credit card information as security for payment of any food/beverage order, in advance of skybox use, and that said user shall be charged on such security for any food/beverage orders remaining unpaid fourteen (14) calendar days after the date of invoice; and

(3) The required food/beverage order shall be non-refundable.

(b) LICENSOR shall have the exclusive right to market, promote, license and retain any such fees concerning one (1) skybox located within the Arena to third-party users for LICENSEE hockey games.

7.2 Ticket Sales. LICENSEE shall have the right to retain all walk-up and advance ticket sales for LICENSEE Hockey Games.

7.3 Advertising and Promotions.

(a) LICENSEE shall have the right to license advertising space on the West Rink dasher boards, the West Rink restroom, the West Rink Stair kick plates, the skybox fronts and the Ice Maker to be used during LICENSEE Hockey Games upon LICENSOR'S right of first refusal.

(b) LICENSOR shall have the exclusive right to advertise and promote in and around the Arena during LICENSEE Hockey Games other than areas specified pursuant to this Section.

(c) The Party that advertises and promotes pursuant to the terms of this Section shall retain all proceeds from such advertising or promotion.

(d) LICENSEE shall provide the LICENSOR monthly reconciliation reports of gross advertising revenues, commissions, and retainers, with the Parties agreeing to maintain the confidentiality of such reconciliation reports.

7.4 Food and Beverage Sales. LICENSOR shall collect and retain all gross proceeds from any food or beverage sales conducted within the Arena.

ARTICLE VIII  
(CHICAGO STEEL PROGRAMS)

8.1 Sale and Revenue. LICENSEE shall have the exclusive rights to produce and sell team and event related publications including but not limited to programs, yearbooks and score books and to retain any and all revenues generated from any such sales.

8.2 Space. LICENSOR shall provide space for LICENSEE to sell such publications at each game throughout the building to include the public stands.

ARTICLE IX  
(CHICAGO STEEL MERCHANDISE & NOVELTIES)

9.1 Sale and Revenue. LICENSEE has the exclusive right to sell team merchandise and novelties, and to retain any and all profits from the sale of such team merchandise and novelties.

ARTICLE X  
(INSURANCE)

10.1 LICENSEE shall secure at its own expense and provide LICENSOR a Certificate of Insurance naming LICENSOR as Additional Named Insured and shall be in such form and such amounts (not to exceed \$3 million in general liability coverage and an additional \$5 million in umbrella coverage) as are acceptable to the LICENSOR.

ARTICLE XI  
(INDEMNIFICATION GENERAL)

11.1 Assumption of Risk. LICENSEE accepts and clearly understands that there are inherent and other risks involved in the activities of hockey and/or ice-skating and that injuries are a common and ordinary occurrence of these activities. LICENSEE freely assumes any and all risks to itself, its members, competitors, and/or affiliates while these parties are participating in these activities on the Arenas premises.

11.2 LICENSEE shall defend, and indemnify and hold harmless LICENSOR and its assigns, and its officers, officials, members, agents, from and against all claims, damages liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, and personal injury expenses, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of the use thereof, arising out of or in consequence of LICENSEE'S performance of this agreement, provided such injuries to persons or damage to property is due to the negligent or

intentional acts or omissions of LICENSEE, its officers, members, employees or agents. The provisions under this paragraph, however, shall only apply in proportion to and to the extent of such negligent or intentions acts or omissions.

11.3 LICENSOR shall defend, indemnify and hold harmless LICENSEE, its officers, agents, and employees from and against all claims, damages, liabilities, and expenses, including costs and attorneys fees, arising from bodily injury, personal injury including death at any time resulting there from, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of or in consequence of LICENSOR'S performance of this Agreement, provided such injuries to persons or damage to property is due top the negligent or intentional acts or omissions of the LICENSOR, its officers, officials, members, employees, or agents. The provisions under this paragraph, however, shall only apply in proportion to and the extent of such negligent or intentional acts or omissions.

## ARTICLE XII (TERMINATION/DEFAULT)

12.1 Automatic Termination Date. This Agreement shall automatically terminate on May 18, 2013. The Parties hereto reaffirm their obligation to negotiate and execute a successor agreement as provided in Article II above.

12.2 Failure to Pay Fees, Costs, Reimbursements and Expenses. LICENSOR shall serve written notice upon LICENSEE of LICENSEE'S failure to pay any fees, costs, reimbursements and expenses as required under this Agreement. LICENSEE'S failure to pay, in full, any fees, costs, reimbursements and expenses as required under this Agreement, within five (5) calendar days of receipt of such notice, shall be cause for termination of this Agreement without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.3 Other Default. The non-defaulting Party shall serve written notice upon the defaulting Party of a default of any term or condition of this Agreement. Failure to cure such default within thirty (30) calendar days of receipt of such notice shall be cause for termination of this Agreement by the non-defaulting Party without further notice, provided that this remedy of termination shall be in addition to any other remedies provided by law or under this Agreement.

12.4 Attorneys Fees. If any Party institutes any suit or action to enforce its rights hereunder, the prevailing Party in such suit or action shall be entitled to recover from the non-prevailing Party whatever sum the court may award as reasonable attorneys fees and court costs in such suit or action and in any appeals therefrom.

12.5 Jurisdiction and Venue. Any dispute arising from this Agreement shall be resolved in the 18th Judicial Circuit Court, DuPage County, Illinois.

ARTICLE XIII  
(ASSIGNMENT)

13.1 Neither this Agreement, nor the rights, privileges, duties, nor obligations of the parties hereunder may be assigned or delegated without the prior written consent of all other parties.

ARTICLE XIV  
(ENTIRE AGREEMENT)

14.1 This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter herein contained. There are no other agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

14.2 No rights, benefits, proceeds, revenues, reimbursements or other entitlements of any kind or type, whether arising or existing at the time of or after the execution of this Agreement, other than those specifically granted in this Agreement, shall in any way accrue to the benefit of LICENSEE unless upon the prior written consent of LICENSOR, which consent the LICENSOR may grant or withhold in LICENSOR'S sole discretion for any or no reason.

ARTICLE XV  
(SEVERABILITY)

15.1 If any provision of this Agreement shall be waived or be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain binding and in full force and effect.

ARTICLE XVI  
(NOTICE)

16.1 Any and all notices required or permitted to be given hereunder may be given by personal delivery, or by facsimile followed by express mail delivery, or by mailing. If personally delivered, notice shall be deemed given when actually received; if by facsimile, notice shall be deemed given when actually received; if by mail, notice shall be deemed given when deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail return receipt requested, and addressed as follows:

If to LICENSEE:

Chicago Hockey, LLC  
Bruce C. Liimatainen, Managing Member  
735 E. Jefferson Street  
Bensenville, Illinois 60106

If to LICENSOR:

Village of Bensenville  
Michael Cassady, Village Manager  
12 South Center Street  
Bensenville, IL 60106

With a Copy To:

Patrick K. Bond, Village Attorney  
Bond, Dickson & Associates P.C.  
400 S. Knoll Street, Unit C  
Wheaton, Illinois 60187

ARTICLE XVII  
(FURTHER REPRESENTATIONS)

17.1 Authority. The Parties and each of them, by their signatures below, represent and warrant that they each have the full right, power and authority to enter into this Agreement and to perform their obligations hereunder; and this Agreement is valid and binding upon and enforceable against them, their heirs, successors and assigns in accordance with its terms. At the time of execution hereof, the parties and each of them shall provide to the others certified copies of corporate resolutions or other enabling resolutions authorizing execution of this Agreement.

17.2 Contract Interpretation. Each Party represents that they have mutually drafted this Agreement and that the rule of contract interpretation construing a contract against the drafter shall not apply.

17.3 No Third-Party Beneficiaries. The Parties agree that no third-party shall have any rights or benefits under this Agreement.

17.4 Counterparts. The terms of this Agreement are contractual and not a mere recital. This Agreement may be executed by the Parties in one or more counterpart originals, each of which shall be considered part of the same original document.

**space left intentionally blank**

VILLAGE OF BENSENVILLE

Attest:

\_\_\_\_\_  
By: Michael Cassady, Village Manager


\_\_\_\_\_  
Cory Williamsen, Village Clerk

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

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

CHICAGO HOCKEY, LLC

Attest:

  
\_\_\_\_\_  
By: Bruce C. Liimatainen, Managing  
Member

\_\_\_\_\_  
Secretary

Date: 4/10/12

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

F:\PKB\Bensenville\Edge Arena\Agreements\Chicago Steel\2010-2013Steelfinal.doc

Resolution No. R-

**Authorizing Execution of an Agreement with  
Chicago Steel DBA Chicago Hockey, LLC.**

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

That the Village Manager is authorized to execute an Agreement between the Chicago Steel DBA Chicago Hockey, LLC and the Village of Bensenville specifically the Edge I & II ice arenas. The Agreement runs for a period of 2 years from May 17, 2012 through May 16, 2014. Within the Agreement the terms are identified.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Frank Soto  
Village President

ATTEST

\_\_\_\_\_  
Susan Janowiak  
Village Clerk

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

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

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



**TYPE:** Resolution    **SUBMITTED BY:** Village President    **DATE:** May 3, 2012

**DESCRIPTION:** Reappointments to Boards and Commissions:

1. Resolution Granting the Advice and Consent to the President's Appointment of Charles Rizzo to the Bensenville Fire Protection District No. 2 Board of Trustees; and
2. Resolution Granting the Advice and Consent to the President's Appointment of Joseph Storto to the Board of Police Commission.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** N/A

**DATE:** N/A

---

Village President Soto recommends the following re-appointments to Boards and Commissions:

1. Charles Rizzo to the Bensenville Fire Protection District No. 2 Board of Trustees. Previously filled an unexpired term, which is expiring. This appointment would be for a full three year term from May 1, 2012 to April 30, 2015.
2. Joseph Storto to the Board of Police Commission. Previously appointed to a term that is now expiring. This appointment would be for a full three year term from May 1, 2012 to April 30, 2015.

By passing these two Resolutions the Board gives its advice and consent to the Village President's re-appointments of Charles Rizzo to the Fire Protection District No. 2 Board of Trustees and Joseph Storto to the Board of Police Commission.

**RESOLUTION NO.**

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO THE PRESIDENT'S  
REAPPOINTING CHARLES RIZZO AS A TRUSTEE TO THE BENSENVILLE FIRE  
PROTECTION DISTRICT #2**

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

**WHEREAS**, on or about January 1, 2007, the Bensenville Fire Protection District #2 ("District") was constituted pursuant to the Fire Protection District Act ("Act") (70 ILCS 705/0.01); and

**WHEREAS**, Section 4 of the Act provides that a Board of Trustees consisting of three (3) members shall govern and control the affairs and business of the District; and

**WHEREAS**, by the virtue of Section 4 of the Act, the governing board of the Village of Bensenville ("Village") shall, from time-to-time, appoint Trustee of the District; and

**WHEREAS**, the Village has previously appointed three (3) Trustees for the District to serve for terms of one (1), two (2) and three (3) years; and

**WHEREAS**, with the exception of the initial staggered terms for the Trustees, a Trustee shall hereinafter serve a three (3) year term; and

**WHEREAS**, Charles Rizzo was appointed to an unexpired term on the Board of Trustees of the District in 2011, pursuant to Resolution No. R-95-2011; and

**WHEREAS**, the unexpired term to which Charles Rizzo was appointed expired on April 30, 2012; and

**WHEREAS**, there currently exists a need for the Village to fill the position of Trustee for the District; and

**WHEREAS,** the Village seeks to appoint an individual to fill the position on the Board of Trustees for the District who is qualified to serve in that capacity; and

**WHEREAS,** the Village hereby finds and determines that Charles Rizzo is qualified to continue to serve as a Trustee for the District; and

**WHEREAS,** the President has recommended the reappointment of Charles Rizzo to fill the term which commenced on May 1, 2012 and terminates on April 30, 2015.

**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:** The recitals set forth above are hereby incorporated herein by reference and made part hereof.

**SECTION TWO:** That pursuant to Section 4(a)(2) of the Act, the Board of Trustees of the Village of Bensenville hereby reappoints Charles Rizzo as a Trustee for the Bensenville Fire Protection District #2.

**SECTION THREE:** That pursuant to Section 4(a) of the Act, Charles Rizzo shall be reappointed to a three year term, and his appointment shall begin on May 9, 2012 and expire on April 30, 2015.

**SECTION FOUR:** That the Board of Trustees of the Village of Bensenville hereby find and determine that Charles Rizzo shall post a bond for the performance of the office of Trustee for the Fire Protection District.

**SECTION FIVE:** The Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village Boards and Commissions in said Office.

**SECTION SIX:** That this Resolution shall be effective immediately upon its passage and approval, as provided for by law.

**ADOPTED AND APPROVED** by the President and the Board of Trustees of the  
Village of Bensenville, Illinois, on the 8th day of May, 2012.

APPROVED:

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

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

Absent \_\_\_\_\_

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**RESOLUTION NO.**

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO THE PRESIDENT'S  
REAPPOINTMENT OF JOSEPH STORTO TO THE BOARD OF POLICE  
COMMISSION**

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

**WHEREAS**, there exists an expired term in the membership of the Village's Board of Police Commission; and

**WHEREAS**, Joseph Storto was appointed to a three (3) year term on the Board of Police Commission in 2009, pursuant to Resolution No. R-130-2009; and

**WHEREAS**, the three (3) year term to which Joseph Storto was appointed expired on April 30, 2012; and

**WHEREAS**, the Village seeks to appoint an individual to fill the position on the Board of Police Commission who is qualified to serve in that capacity; and

**WHEREAS**, the Village hereby finds and determines that Joseph Storto is qualified to continue to serve as a Trustee for the District; and

**WHEREAS**, the President recommends the reappointment of Joseph Storto to fill the term which commenced on May 1, 2012 and will expire on April 30, 2015.

**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:** That the recitals set forth above are hereby incorporated herein by reference and made a part hereof.

**SECTION TWO:** That Joseph Storto shall be reappointed to a three (3) year term, and his appointment shall begin on May 9, 2012 and expire on April 30, 2015.

**SECTION THREE:** That the Village Clerk is directed to maintain this Resolution in the Office of the Village Clerk and to maintain an up to date list of all appointments to Village Boards and Commissions in said Office.

**SECTION FOUR:** That this resolution shall be effective immediately upon its passage.

**ADOPTED AND APPROVED** by the President and the Board of Trustees of the Village of Bensenville, Illinois, on the 8th day of May, 2012.

APPROVED:

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

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

Absent \_\_\_\_\_

F:\PKB\Bensenville\Resolutions\Police Commission\appointing Joseph Storto.SAH.docx

**TYPE:** Proclamation **SUBMITTED BY:** Village President **DATE:** May 3, 2012

**DESCRIPTION:** Proclamation designating May, 2012 as Older Americans Month in the Village of Bensenville

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION:** **N/A**

**DATE:** **N/A**

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One of Bensenville's greatest assets are our seniors. These older Americans saw us through difficult times and now make countless contributions as active participants in our community. We honor the achievements and ongoing contributions of older Americans and seek to provide them with support to stay healthy, independent, and engaged. Please join me in recognizing May, 2012 as Older Americans Month in the Village of Bensenville.

## **Proclamation**

### **OLDER AMERICANS MONTH**

**May 2012**

**WHEREAS**, one of America's greatest assets has always been, and continues to be, the men and women who saw us through the difficult times of the great Depression and Word War II; and,

**WHEREAS**, our Nation owes a great debt to the wisdom, perseverance and courage of these older Americans who guided us through these times; and,

**WHEREAS**, our seniors make countless contributions as active participants in our community; and,

**WHEREAS**, we honor the achievements and ongoing contributions of older Americans, and seek to provide them with support to stay healthy, independent, and engaged; and,

**WHEREAS**, the Village of Bensenville has developed a Senior and Disabled Advisory Council to help Village government develop programs and polices that support our older Americans; and,

**WHEREAS**, President Barack Obama has themed this month as "Never Too Old to Play," to celebrate the joyous spirit of older Americans; and,

**WHEREAS**, the Village of Bensenville has developed a Golden Wishes program that offers our seniors an opportunity to fulfill a long held dream, participate in an interesting activity or learn a new skill; and,

**WHEREAS**, our seniors have devoted themselves to building our community and shaping Bensenville's next great generation; and,

**WHEREAS**, we owe all older Americans our respect and gratitude;

**NOW, THEREFORE**, I, Frank Soto, Village President, do hereby proclaim May 2012 as Older Americans Month in Bensneville and call upon all Americans to honor the contributions of older Americans during this month and throughout the year.



**TYPE:** Proclamation **SUBMITTED BY:** Village President **DATE:** May 3, 2012

**DESCRIPTION:** Proclamation designating the week of May 20-26, 2012, National Public Works Week in the Village of Bensenville.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

---

**COMMITTEE ACTION: N/A**

**DATE: N/A**

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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. Please join me in recognizing May 20-26, 2012 as National Public Works Week in the Village of Bensenville.

## VILLAGE OF BENSENVILLE

# Proclamation

**W**HEREAS, the residents of the Village of Bensenville enjoy an abundant supply of good quality drinking water, excellent wastewater treatment facilities, an extensive local road system, and an award winning forestry program; and

**W**HEREAS, the Public Works services provided in our community are an integral part of our citizens' everyday lives; and

**W**HEREAS, the support of an understanding and informed citizenry is vital to the efficient operations of Public Works systems and programs such as water, sewers, streets, forestry, and snow removal; and

**W**HEREAS, the quality and effectiveness of these facilities, as well as their planning, design, construction, operation, and maintenance, are vitally dependent upon the efforts and skills of qualified and dedicated personnel; and

**W**HEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform;

**N**OW, THEREFORE, I, FRANK SOTO, President of the Village of Bensenville, do proclaim the week of May 20-26, 2012, National Public Works Week in the Village of Bensenville and call upon all citizens to recognize the contributions which Public Works staff and officials make to our community.

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Village President

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Village Clerk

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Date

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution    **SUBMITTED BY:** Gary Thorsen    **DATE:** May 8, 2012

**DESCRIPTION:** Request for approval to hold a Carnival fundraiser for School District 2 from May 17 through May 20 in the Village Hall parking lot and a portion of the Metra parking lot.

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

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

---

**COMMITTEE ACTION:** Due to the timeliness of the request, this item is forwarded directly to the Village Board without review by the Recreation and Community Building Committee    **DATE:** N/A

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### **BACKGROUND:**

District 2 intends to sponsor a Carnival May 17 through May 20 in the parking lot behind Village Hall including a portion of the Metra parking lot. Proceeds from the Carnival will be divided between District 2's PTA organizations for student programming and events, and to the KaBOOM! Playground community project. Carnival equipment will be parked at Redmond Park until setup starting on Tuesday night, May 15. Attached are a layout of the location and a certificate of insurance.

### **KEY ISSUES:**

Parking for Village Hall employees will be moved to the Center Street parking lot. Carnival setup will begin on Tuesday night, May 15. Carnival operation will be as follows: Thursday May 17: 5pm-10pm, Friday May 18: 5pm-11pm, Saturday May 19: 12pm-11pm and Sunday May 20: 12pm-10pm. Chief Kosman will have extra patrols in the area and also a security camera will be in place, the same type that was used at our Fest Celebration in 2011.

### **ALTERNATIVES:**

- Discretion of the Board.

### **RECOMMENDATION:**

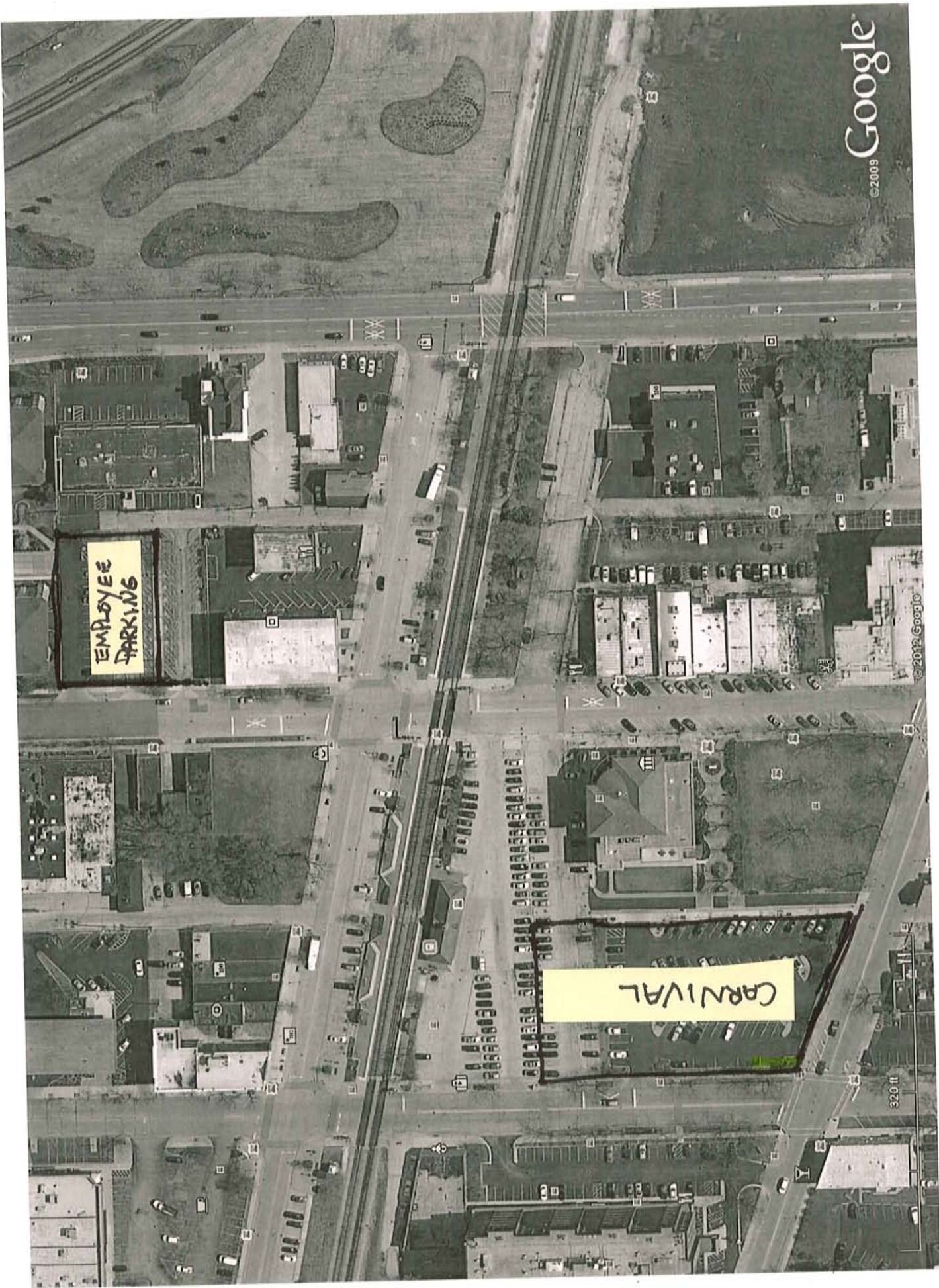
Staff recommends allowing the carnival to operate in the parking lot behind Village Hall as a fundraiser for the benefit of our PTA and District 2's KaBOOM! playground project.

### **BUDGET IMPACT:**

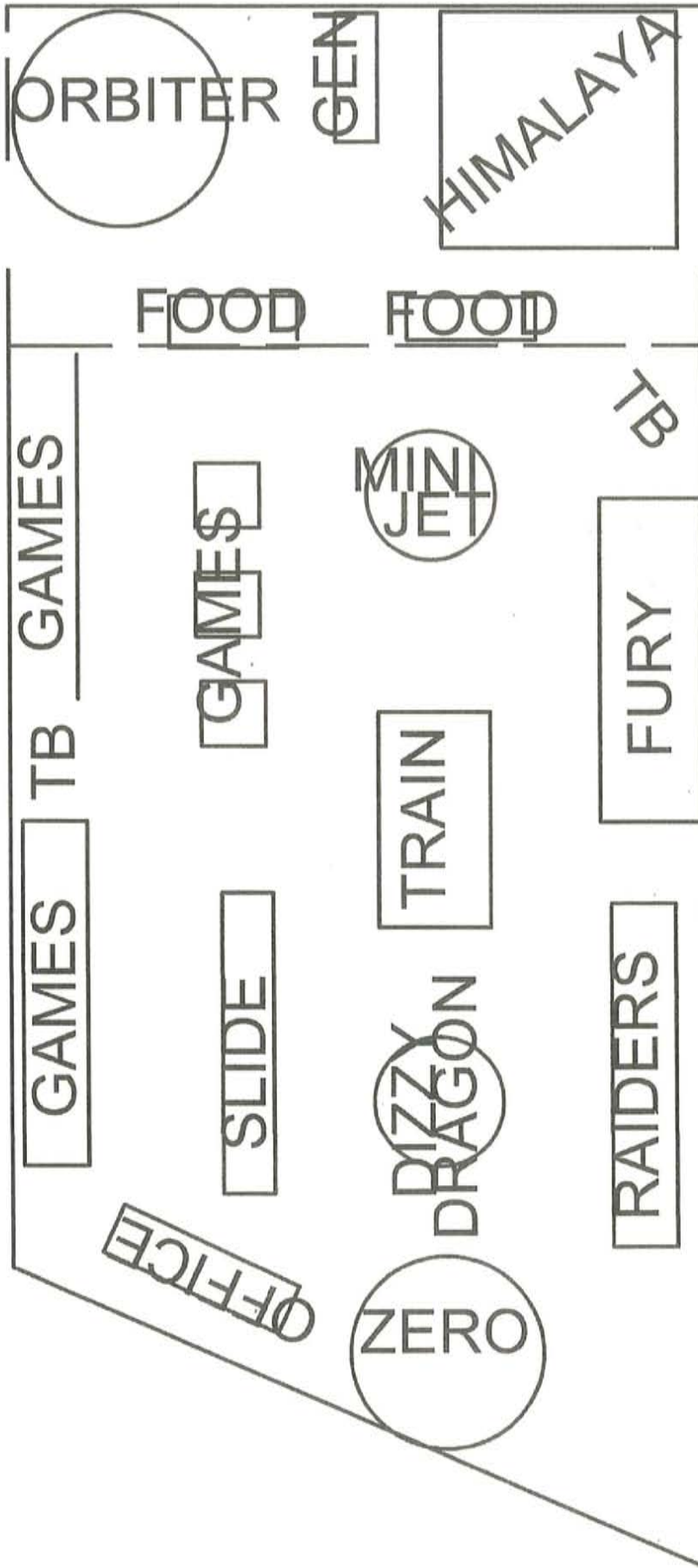
- There is no budget impact

### **ACTION REQUIRED:**

Approve the request by School District 2 to hold a Carnival in the Village Hall parking lot and a portion of the Metra parking lot.









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/02/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Allied Specialty Insurance 85 N.E. Loop 410 Suite 600 San Antonio, TX 78216	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b>	
<b>INSURED</b> All Around Amusement, Inc. 21342 W. Division Street Lockport IL 60441	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> T.H.E. Insurance Company	<b>NAIC #</b> 12866
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPP0100574-02	03/23/12	03/23/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)ADDITIONAL INSURED AS RESPECTS TO THE OPERATIONS OF THE NAMED INSURED ONLY:  
VILLAGE OF BENSENVILLE, BENSENVILLE SCHOOL DISTRICT 2

DATES: 05/14/12 THRU 05/21/12

**CERTIFICATE HOLDER****CANCELLATION**BENSENVILLE SCHOOL DISTRICT 2  
ATTN: TERRY RYAN  
210 S CHURCH ROAD  
BENSENVILLE, IL 60106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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