

<p>Village President P. Sean Michels</p> <p>Village Clerk Cynthia Galbreath</p> <p>Village Administrator Brent M. Eichelberger</p>	 <p>10 S. Municipal Drive Sugar Grove, Illinois 60554 Phone: 630-466-4507 Fax: 630-466-4521</p>	<p>Village Trustees</p> <p>Robert Bohler Kevin Geary Mari Johnson Rick Montalto Thomas Renk</p>
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February 15, 2011
Regular Board Meeting
6:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Hearings
 - a. None
5. Appointments and Presentation
 - a. None
6. Public Comment on Items Scheduled for Action
7. Consent Agenda
 - a. Approval: Minutes of the February 8, 2011 Meeting
 - b. Approval: Vouchers
 - c. Approval: Treasurer's Report
 - d. Resolution: Final Acceptance of Arbor Avenue
8. General Business
 - a. Discussion: 2011 Farmers Market
9. New Business
 - a. None
10. Reports
 - a. Staff Reports
 - b. Trustee Reports
 - c. Presidents Report
11. Public Comments
12. Airport Report
13. Closed Session: Land Acquisition, Personnel, Litigation
14. Adjournment

February 15, 2011
Committee of the Whole Meeting
Cancelled

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: RICHARD YOUNG COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ACCEPTANCE OF RIGHT OF WAY IMPROVEMENTS ARBOR AVENUE EXTENSION
AGENDA DATE: FEBRUARY 15, 2011 REGULAR BOARD MEETING
DATE: FEBRUARY 11, 2011

ISSUE

Should the Village accept for perpetual maintenance the right of way improvements completed for the Arbor Avenue extension.

DISCUSSION

With the foreclosure of the Settlers Ridge property by Kimball Hill Homes, the Village was left with an uncompleted development in the form of right of way and other improvements yet to be constructed. In working with one of the bond companies, regarding their relatively small improvement obligation (Arbor Avenue), the Village was able to negotiate the completion of right of way improvements for this roadway. The Arbor Avenue extension is located at the far southwest portion of Settlers Ridge and service as access to the Village water treatment and storage facility in this area. This roadway is not a part of the developed portion of Settlers Ridge that includes homes. The final roadway surface and other improvements have been completed, inspected by the Village Engineer and are ready for acceptance.

COSTS

The projected project costs at this time are limited to consultant inspection of these improvements which have been covered by Bond Company.

RECOMMENDATION

The Board approve an acceptance resolution for the Arbor Avenue extension right of way improvements subject to the submittal of waivers of lien, submittal of a bill of sale, Village Engineer sign off and review by the Village Attorney.

January 26, 2011
Mr. Rich Young
601 Heartland Drive
Sugar Grove, IL 60554

Re: Settlers Ridge
Bond SU 50208119- Arbor Avenue Extension Punchlist
Sugar Grove, IL

Dear Mr. Young:

As you are aware Cashin, Spinelli & Ferretti (CSF) has been working on behalf of Arch Insurance Company on the completion of the Arbor Avenue Extension Punchlist work. CSF has completed the corrective work to the satisfaction of Michele Piotrowski at Engineering Enterprise, Inc. At this time CSF would request formal approval from the Village of Sugar Grove and the release of the above mentioned bond obligation.

If you have any questions or require additional information, please call me at 847-652-7691.

Sincerely,
Jack Murphy
Cashin Spinelli & Ferretti, LLC

*Attached copy of the EEI punchlist dated July 21, 2009.

ACCEPTANCE RESOLUTION

Arbor Avenue Extension

WHEREAS, Cashin, Spinelli & Ferretti (CSF) on behalf of Arch Insurance Company has entered into a contract for the construction of the final bituminous surface course and other improvements for the street in the aforesaid road improvement; and

WHEREAS, the Contractor has constructed the final bituminous surface course and other improvements in accord with the plans and specifications, as revised, heretofore approved by the Village of Sugar Grove; and

WHEREAS, the final bituminous surface course and other improvements have been inspected by the Engineer for the subdivider and by a representative for the Village of Sugar Grove and are found to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Sugar Grove, and that said Board hereby approved and accepts the public utility of the final bituminous surface course for street and other right-of-way improvements.

PASSED and APPROVED by the Village Board of the Village of Sugar Grove, this 15th day of February 2011, by the President of the Village of Sugar Grove, this 15th day of February 2011.

P. Sean Michels,
President of the Village of Sugar Grove, Kane County, Illinois

	Aye	Nay	Absent
Trustee Bohler	_____	_____	_____
Trustee Johnson	_____	_____	_____
Trustee Montalto	_____	_____	_____
Trustee Geary	_____	_____	_____
Trustee Renk	_____	_____	_____

ATTEST: _____
Cynthia L. Galbreath, Village Clerk

MARKET LICENSE AGREEMENT

This Market License Agreement (herein known as "AGREEMENT") is made as of , 2009, by and between the Village of , Illinois , an Illinois municipal corporation (the "LICENSOR") and Bensidoun USA, Inc., an Illinois corporation (the "LICENSEE"),

WHEREAS the LICENSOR is the owner of the premises herein licensed and other premises generally located in the Village of , , and

WHEREAS the LICENSOR has agreed with LICENSEE to license certain of the Premises upon the terms and conditions herein provided, and

NOW THEREFORE, in consideration of the premises and the mutual covenants Herein contained, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSED PREMISES. LICENSOR hereby grants to LICENSEE a License to use , in , Illinois (the "Licensed Premises" or "Premises"), as outlined on the drawing hereto attached as Exhibit A. The licensed premises shall be used solely by the Licensee for the purpose of operating an open-air market.
2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on , 2009 and shall continue until , 2019. Upon the expiration of the term of this AGREEMENT, the parties may mutually agree to renew the AGREEMENT for up to five (5) additional years. If the LICENSOR decides not to renew at the end of the AGREEMENT, the LICENSOR will guarantee that they will not allow an open-air market on this location for at least 3 years.
3. MARKET SEASON. A market season shall be defined as the season commencing no earlier than April 22nd and terminating no later than October 31st of any year except as may be extended by the mutual agreement of the LICENSOR and LICENSEE.
4. USE OF PREMISES.
 - (a) MAINTENANCE AND OPERATION. LICENSEE may use the PREMISES solely for operating an open-air market.

The LICENSEE may operate the open-air market on during MARKET SEASON between the hours of and . This day shall be known as "MARKET DAY". The hours of MARKET DAY may be modified by mutual agreement of LICENSOR and LICENSEE.

- (b) SET-UP. The LICENSOR shall provide two employees, before the MARKET SEASON begins, to initially install the standard canopy gaskets in the pavement.

The LICENSOR shall provide two employees for each market day to set up and tear down the open-air market before the market begins and when the market terminates.

- (c) WATER. The LICENSOR shall install a water meter at a water hydrant or a permanent water source from the Village of Public Works Department exclusively for the use of the open-air market at no charge to the LICENSEE.
- (d) STORAGE. The LICENSOR shall provide a storage area at least 200 square feet by the premises to store the canopies for the market. In the future, if the storage area is relocated, it must be in walking distance of the market, or the LICENSOR will have to provide transportation of the canopies to the market.
- (e) EQUIPMENT. The LICENSEE shall provide canopies, gaskets, and all supporting structures and equipment for the open-air market vendors.
- (f) PARKING. LICENSOR shall have no obligations to secure private parking for the licensee. Parking for market customers and vendors will be available in Village lots and on-street parking at no charge on a non-exclusive basis.
- (g) ELECTRICITY. The LICENSOR agrees to provide the LICENSEE with electricity during market hours on the premises at no charge to the LICENSEE.
- (h) TRASH REMOVAL. The LICENSOR agrees to dispose of three 33-gallon trash containers per market day. The LICENSOR shall clear all debris from the surface of the premises by sweeping or hosing off the surface at the termination of each market day.
- (i) DESIGNATED REPRESENTATIVE. LICENSEE shall designate in writing to LICENSOR a MARKET MANAGER who shall be responsible for managing the general operations of the open-air market and the LICENSEE'S use of the PREMISES. The MARKET MANAGER shall be readily accessible by telephone and upon LICENSOR'S request, shall be available to be present at the PREMISES within a reasonable period of time. LICENSEE shall immediately notify the LICENSOR in writing of any change in the identity and telephone number of the MARKET MANAGER.
- (j) LICENSOR'S RULES AND REGULATIONS. LICENSOR shall have the right from time to time upon notice thereof to LICENSEE, to prescribe rules and regulations, which in its judgement may be desirable for the use of the PREMISES. LICENSEE agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the LICENSEE herein. A violation of such rules and regulations shall constitute default by LICENSEE under this AGREEMENT. The LICENSEE agrees that vendors will abide by the rules attached as Exhibit B, and made a part hereof, and that it will actively work to enforce the rules. The LICENSEE also agrees to the additional responsibilities set forth in Exhibit C attached hereto and made a part hereof.

(k) MARKETING. LICENSEE shall provide marketing for the open-air market through a combination of press releases, bought advertisement and flyers. LICENSOR shall provide marketing for the open-air market through a combination of banners, Village newsletters, and Village cable access.

5. CONDITION OF PREMISES. LICENSEE hereby accepts the PREMISES in <as is> condition as of the date hereof, and acknowledges that upon delivery of possession of the PREMISES to LICENSEE the same were in good order, condition and repair.

LICENSEE shall, at its sole cost and expense, be responsible for any and all repairs or damage to the PREMISES arising from the misuse or damage to PREMISES by LICENSEE or any vendor, its agents, employees, successors, and assigns. Upon termination of this agreement by lapse of time or otherwise, LICENSEE shall present the PREMISES to the LICENSOR in good order, condition, and repair, normal wear and tear expected.

6. ALTERATIONS AND ADDITIONS. LICENSEE shall make no alteration, addition, improvement or change in or to the PREMISES. Gaskets shall be removed and the holes patched by the LICENSOR.

7. ASSIGNMENT. LICENSEE shall not assign this AGREEMENT or any portion thereof, or allow the use of the PREMISES by any person, firm or entity other than LICENSEE and its vendors.

8. COMPLIANCE WITH LAWS. LICENSEE shall comply with all of the requirements of all governmental authorities and insurance carriers now in force pertaining to the use of the PREMISES or which LICENSEE shall hereafter carry.

9. WAIVER; RISK OF LOSS. Neither LICENSOR nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by LICENSEE or LICENSEE'S agents, employees, and/or invitees, anyone claiming by or through LICENSEE or any vendor or customer on the PREMISES, without limitation, for tortious or criminal acts of third parties. LICENSOR shall have no obligation or duty to provide security services, traffic direction or police services for the PREMISES. All property of LICENSEE or LICENSEE'S agents, employees, and/or invitees, anyone claiming by or through LICENSEE any user of the PREMISES shall be at the PREMISES at the risk of the LICENSEE or such other person only, and LICENSOR shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the PREMISES. Nothing in this AGREEMENT shall be interpreted to waive any immunities or privileges provided to the LICENSOR, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the LICENSOR.

10. HOLD HARMLESS AND INSURANCE.

- (a) LICENSEE shall carry insurance during the entire term hereof insuring LICENSEE, and insuring, as additional named insured, LICENSOR and its officers, appointed and elected officials, volunteers, agents, employees and affiliated entities, as their interests may appear, with commercial general liability insurance (including the broad or extended liability endorsement) during the entire term hereof with terms and in companies satisfactory to LICENSOR to afford protection to the limits of not less than \$2,000,000 for combined single limit bodily injury and property damage liability per occurrence. Insurance shall cover LICENSOR'S use of the PREMISES on market days. The insurer shall be subject to the reasonable approval of the LICENSOR.
- (b) LICENSEE, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the LICENSOR for any and all claims, actions, causes of action, demands, costs, including reasonable attorneys fees, resulting from the LICENSEE and its vendees operation of the open-air market and possession of the PREMISES only up to the maximum level of insurance limit provided for under the terms of the insurance policy secured for the benefit of the LICENSEE and LICENSOR pursuant to the terms of the Paragraph.
- (c) LICENSEE shall, prior to the commencement of the AGREEMENT term, furnish to LICENSOR certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least a thirty (30) day prior written notice to LICENSOR.

12. DEFAULT BY LICENSEE.

(a) If LICENSEE defaults in the performance of any obligation hereunder, LICENSOR may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this AGREEMENT and the right of LICENSEE (and any and all users) to use the PREMISES. Neither LICENSEE nor any vendor or other person claiming through or under LICENSEE shall be entitled to possession or to remain in possession of or use the PREMISES but shall forthwith quit and surrender the PREMISES, and LICENSOR may exclude LICENSEE (including, without limitation, any or all LICENSEE'S vendors) access to the PREMISES.

1. LICENSOR shall provide LICENSEE 30 day's written notice of any alleged default, which LICENSEE shall have the right to cure, prior to LICENSOR exercising any options pursuant to this paragraph.
2. LICENSOR shall have the right, among other remedies, to enter the PREMISES and exclude LICENSEE (including, without limitation, any

or all of LICENSEE'S permit users or permit vehicles) therefore and remove any or all of their property and effects. LICENSEE shall pay to LICENSOR upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the PREMISES and all other costs arising from LICENSEE'S default, including but not limited to attorneys fees and expenses.

3. LICENSEE shall pay to LICENSOR upon demand all costs, expenses and damages incurred by LICENSOR in enforcing LICENSEE'S obligations under this AGREEMENT or resulting from default by LICENSEE or any of LICENSEE'S permit users, including, without limitation, attorneys fees and expenses.

In the event of any litigation arising as a result of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed from the non-prevailing party in such litigation for all fees and expenses incurred by the prevailing party in connection with such litigation including, without limitation, attorneys fees and court costs.

(b.) **NOTICES.** All notices to be given hereunder shall be given in person or by registered or certified mail, returned receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other.

To Licensor: Village of

, Illinois
Attn: Village Manager

To Licensee: Bensidoun USA, Inc.	Lawrence J. Feller
405 N. Wabash St.	Horwood Marcus & Berk Chtd.
Unit 3404	180 N. LaSalle Street, Ste. 3700
Chicago, Illinois 60611	Chicago, IL 60601
E-mail to: bensidoun@yahoo.com	

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

13. **AUTHORIZATION.** Each party has full right, power and authority to enter into this AGREEMENT and to perform its obligations thereunder, and the execution, delivery and performance of this AGREEMENT shall not, nor shall the observance or performance of any of the matters and things herein set forth,

violate or contravene any provision of law or of the charter or by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the part of each party to authorize the execution and delivery of this AGREEMENT. This AGREEMENT is the valid and binding AGREEMENT of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

VILLAGE OF

BENSIDOUN USA, INC.

By: _____
Village President

By: _____

Title: _____

By: _____
Village Clerk

EXHIBIT B

Rules and Regulation for Vendors at French Market

For the purpose of those rules and regulation, "VENDOR" means any entity or individual renting space from Bensidoun USA, Inc., an Illinois Corporation (the "LICENSEE"), on any given MARKET DAY. "Space" means that space the VENDOR has rented from the LICENSEE. "MARKET HOURS" means those hours the MARKET is open for the sale of goods.

1. VENDORS must comply with all applicable Federal, state, and local laws, rules, and regulations, including but not limited to health and licensing.
2. VENDORS are responsible for paying all applicable Federal, state, and local taxes.
3. Products must be deemed appropriate to a family audience by the LICENSEE. No drug paraphernalia or sexually explicit material will be tolerated. In addition, VENDORS shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown. Should the LICENSEE determine, in their own discretion, that the VENDOR is not selling such products, the LICENSEE may request the VENDOR to vacate his/her space(s) immediately. Furthermore, the LICENSEE may prohibit the VENDOR from leasing future space.
4. VENDORS must be prepared to sell at the start of MARKET HOURS, and must continue to sell until the close of MARKET HOURS. Loading and unloading will occur only before and after MARKET HOURS.
5. VENDORS will at all times be polite with customers, and will use their best efforts to enthusiastically sell their product.
6. VENDORS must continually keep their spaces as clean as possible. VENDORS must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s). THE LICENSEE will pick-up and dispose of the refuse bags at the close of the MARKET HOURS.
7. VENDORS who bring their goods in wooden crates or boxes, must take those crates or boxes back with them at the close of MARKET HOURS.
8. VENDORS may only park and load their vehicles in areas designed by the LICENSEE. The use of Village parking lots and customer parking zones is prohibited. Anyone violating the parking regulations will be fined/towed away at their own expense.
9. VENDORS will cooperate with and participate in promotions organized by the LICENSEE (for example, contributing a reasonable amount of the VENDOR'S product to MARKET customer give-aways) and may be asked to provide information for publicity.

10. All Sales by VENDORS to MARKET customers are final unless VENDORS, in their own discretion, determine otherwise. Signs stating all sales are final must be posted.

11. The LICENSEE will give VENDORS currently operating permanent businesses in the Village of preference in renting space(s).

CAROLYN DELLUTRI, CTP, CMSM
Downtown Development Coordinator
Economic Development

22 South First Street
Geneva, Illinois 60134-2291
Phone: (630) 845-9654
Fax: (630) 232-9321
Email: cdellutri@geneva.il.us



City of Geneva

MEMO

TO: Mayor Burns & Committee of the Whole
CC: E. Divita, Economic Dev. Director
FR: Carolyn Dellutri, Downtown Dev. Coordinator
DT: March 12, 2008
RE: French Market License Agreement

Please find enclosed the "MARKET LICENSE AGREEMENT" between the City ("Licensor") and Bensidoun USA, Inc. ("Licensee") to permit the French Market on public property in downtown Geneva.

SUMMARY OF KEY ELEMENTS

- *Agreement Period:* April 1, 2008 to March 31, 2013.
- *Licensed Premises:* the parking lot at the northwest corner of the parking lot found at South Street and South Fourth Street, and commonly known as City of Geneva South Street parking lot, in the City of Geneva, Kane County, Illinois.
- *Day and Times Operations Permitted:* Saturday evening tent set up 9:45pm-11:45pm; Sunday mornings vendor set up to begin 7am; Market operation 8:00 a.m. to 2:00 p.m.
- *Market Season:* April 20 to October 31
- *Lot repairs:* Bensidoun USA agrees to all lot repairs prior to opening day of 2008 market, to City's satisfaction.
- *Storage:* Bensidoun USA has secured an off-site location for tent storage at their expense.
- *Relocation:* Should the City request relocation prior to the end of this term, costs will be covered by the City or development group and such relocation will not occur until the next season.

Recommendation: Economic Development Staff recommends for the City Council move to approve a 5- year lease agreement with Bensidoun USA to operate the French Market at the westerly 166.22 feet of Block 3, Charity Herrington's Addition, in the City of Geneva, Kane County, Illinois beginning April 1, 2008 and ending March 31, 2013.

MARKET LICENSE AGREEMENT

This Agreement is made as of March 17, 2008, by and between the CITY OF GENEVA, a municipal corporation (the "Licensor") and BENSIDOUN USA, Inc., a corporation (the "Licensee").

- A. Licensor is the owner and the lessee of the premises herein licensed, located at the northwest corner of the parking lot found at South Street and South Fourth Street, and commonly known as City of Geneva South Street parking lot, in the City of Geneva, Kane County, Illinois
- B. Licensor has agreed with Licensee to license certain of the premises upon terms and conditions herein provided.

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

1. Licensed Premises: Licensor hereby grants to Licensee a revocable license to use the parking lot at the northwest corner of the parking lot found at South Street and South Fourth Street, and commonly known as City of Geneva South Street parking lot, in the City of Geneva, (See Exhibit 1) Kane County, Illinois. (The "Lot"), which premises are outlined on the drawing hereto attached as Exhibit A (the "Licensed Premises"). The Licensed Premises shall be used solely by the Licensee for the purpose of operating an open-air market. Notwithstanding the identification of the Licensed Premises described above, Licensor may, in its sole discretion and without modification of any other provisions of this Agreement, require the relocation of the

Licensed Premises to another location within downtown Geneva (“Relocated Licensed Premises”). In such event, Licensor shall provide Licensee with written notice of the change in location not less than sixty (60) days prior to the effective date of the relocation; provided, if such notice is delivered during a market season, to-wit: April 20th through October 31st, such notice shall not become effective until the following market season. Licensee shall have the option to reject the Relocated Licensed Premises by providing written notice thereof to Licensor within the aforesaid sixty-day period and upon receipt of such notice, in which case Licensor shall pay the cost of any removal of anchors, patching of holes and repair or repaving of asphalt and immediately return the remaining deposit to Licensee, after which this Agreement shall become null and void. In the event Licensee accepts the Relocated Licensed Premises, Licensor shall pay for the reasonable cost of the installation of the anchors in the Relocated Licensed Premises and the cost of the removal of the anchors and repair of the asphalt parking lot surface resulting from such removal in the original Licensed Premises.

2. Term. The term of this Agreement shall commence on April 1, 2008 and shall continue until March 31, 2013.
3. License Fee. Along with the charges and deposits required to be paid by Licensee to Licensor as hereinafter set forth, there shall be a \$1.00 annual licensing fee assessed by the Licensor for use of the Lot. The Licensee shall make one single deposit of \$5000.00 to the Licensor for the repair of any damage to the property of the Licensor caused by the Licensee's use of the property. Any portion of the deposit remaining at the end of the term of this agreement shall be returned to the Licensor.

4. Use of Licensed Premises.

(a) Fees. Licensee may use the Licensed Premises solely for setting up, maintaining, and operating an open-air market. The Licensee, may set up their canopies between the hours of 9:45p.m. and 11:45p.m. on the Saturday immediately preceding a scheduled open-air market day. The Licensee may operate and maintain the open-air market from the hours of 7:00a.m. to 2:00p.m. on Sundays, provided, no commercial sales by vendors to the Public shall commence earlier than 8:00a.m. nor terminate later than 2:00p.m. on Sundays. Licensor may cause to be towed or removed, at the expense of the Licensee, any vehicles or equipment that remains on the Licensed Premises at times other than those specified above. Licensor will also insure that Licensed Premises are free of any vehicles, or other impediments, other than those expressly permitted by Licensee during the hours described above. The licensee shall have the sole option of relocating the market or canceling the license on the fourth Sunday in July.

(b) Preparation of Lot. The Licensee contemplates erecting a series of tents or canopies for the display of products. In order to minimize the damage to the Lot, Licensee shall install, prior to the commencement date of the term, sleeves or gaskets in the asphalt parking Lot surface in order to insert the supporting tent and canopy poles. Licensee shall install, and the City reserves the right to approve licensed contractor for the work. At the termination or renewal of this License, Licensee shall remove the sleeves and/or gaskets and repair any damage to the Lot caused thereby. Licensee shall post bond or letter of credit in an amount to be determined by the Licensor, prior to installation.

- (c) Water. The Licensee shall secure and install a water meter from the City of Geneva's Water Department. The Licensee shall deposit \$100.00 with City's Water Department for said meter, and shall pay for all water used in the operation of the open-air market at the Licensor's standard billing rate, minimum cost of \$50 annually.
- (d) Storage. The Licensee shall store all equipment and materials off site and at its own expense.
- (e) Parking. Licensor shall have no obligation to secure private parking for the licensee. Parking for Market customers and vendors will be available in City parking areas at no charge on a non-exclusive basis.
- (f) Electricity. The Licensor agrees to provide the Licensee with electricity during Market hours. The Licensee shall reimburse the Licensor for the actual cost incurred by the Licensor for the electricity.
- (g) Trash Removal. The Licensor agrees to dispose of three (3) 33-gallon trash containers per market day at no charge to the Licensee. The Licensee shall remove trash in excess of three containers. The Licensee shall place containers in or near the southwest corner of the Lot located at South Fourth Street and Crescent Place. The Licensee shall clear all debris from the surface of the Lot by sweeping or hosing off the surface at the end of each market day.
- (h) Designated Representative. Licensee shall designate in writing to Licensor a Market Manager who shall be in charge of managing the general operations of the open-air market and Licensee's use of the Licensed Premises. The Market Manager shall be readily accessible by telephone and upon Licensor's request,

shall be available to be present at the Licensed Premises within a reasonable period of time. The Market Manager or his/her designee shall be in attendance at all times during the operation of the open-air market. Licensee shall further immediately notify the Licensor in writing of any change in the identity of the person in charge.

- (i) Licensor's Rules and Regulations. Licensor shall have the right, from time to time upon notice thereof to Licensee, to prescribe rules and regulations, which in its judgement may be desirable for the use of the Licensed Premises. Licensee agrees to comply with all such rules and regulations provided that such rules and regulations shall not contradict any right expressly granted to Licensee herein. A violation of any such rules and regulations shall constitute a default by Licensee under this Agreement. The Licensee agrees that vendors will abide by the rules attached as Exhibit B and herein made a part of this Agreement.
- (j) Licensee's Further Responsibilities. Licensee shall be responsible and provide any and all canopies, gaskets and other supporting structures and equipment for the open-air market vendors.
- (k) Marketing. Licensee shall provide marketing for the open-air market through a combination of press releases, paid-for advertisements and hand-delivered flyers. Licensor shall provide notice of the open-air market through its newsletter and an on-site banner.
- (l) State Sales Tax Reporting. Licensee shall provide to the Licensor, as requested from time to time by Licensor, a copy of the bi-annual report submitted by

Licensee to the State of Illinois Department of Revenue listing each vendor renting space within the open-air market.

5. Condition of Licensed Premises.

a) Licensee hereby accepts the Licensed Premises in their "as is " condition as of the date hereof, and acknowledges that upon delivery of possession of the Licensed Premises to Licensee the same were in good order, condition and repair. Licensed shall, at its sole cost and expense, be responsible for any and all repairs of damage to the Licensed Premises arising from the misuse or damage to same by Licensee or any vendor, its agents, employees, successors, and assigns. Upon termination of this License by lapse of time or otherwise, Licensee shall re-deliver possession of the Licensed Premises to Licensor in good order, condition and repair, normal wear and tear expected.

6. Alterations and Additions. Licensee shall make no alterations, addition or improvement or change in or to the Licensed Premises except the installation of canopy standard gaskets. Gaskets shall be removed , holes patched and parking lot area repaved by the Licensee at its sole cost, to the satisfaction of the Licensor, at the end of the term of this Agreement, or at the end of any extension of this Agreement.

7. Assignment Licensee shall not assign this Agreement or any portion thereof, or allow the use thereof by any person, firm or entity other than Licensee and its vendors.

8. Compliance with Laws. Licensee shall comply with all of the requirements of all governmental authorities and insurance carriers now in force pertaining to the use of the Licensed Premises or which Licensee shall hereafter carry.

9. Waiver: Risk of Loss. Neither Licensor nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by Licensee or Licensee's agents, employees and/or invitees, anyone claiming by or through Licensee or any vendor or customer on the Licensed Premises, without limitation, for tortious or criminal acts of third parties. Licensor shall have no obligation or duty to provide security services, traffic direction or police services for the premises. All property of Licensee or Licensee's agents, employees and/or invitees, anyone claiming by or through Licensee or any user of the Licensed Premises shall be at the Licensed Premises at the risk of Licensee or such other person only, and Licensor shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the Licensed Premises. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Licensor, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the Licensor.

10. Hold Harmless and Insurance.

(a) Licensee shall carry insurance during the entire term hereof insuring Licensee, and insuring, as additional named insured, Licensor and its officers, directors, agents, employees and affiliated entities, as their interests may appear, with comprehensive public liability insurance, (including the broad or extended liability endorsement) during the entire term hereof with terms and *in companies* satisfactory to Licensor to afford protection to the limits of not less than \$2,000,000 for combined single limit personal injury and property damage

liability per occurrence. Insurance shall cover Licensor's use of the property on market days as well as injury or damage which may occur as a result of the installation of the canopy standard gasket. The insurer shall be subject to the reasonable approval of the Licensor.

- (b) Licensee, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the Licensor for any and all claims, actions, causes of action, demands, cost, including reasonable attorneys fees, resulting from the Licensee and its vendees operation of the open market and possession of the Licensed Premises only up to the maximum level of insurance limit provided for under the terms of the insurance policy secured for the benefit of the Licensee and Licensor pursuant to the terms of this Paragraph.
- (c) Licensee shall, prior to the commencement of the Agreement term, furnish to Licensor certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days prior written notice to Licensor.

11. Default by Licensee.

- (a) If Licensee defaults in the performance of any obligation hereunder, Licensor may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this Agreement and the right of Licensee (and any and all users) to use the Licensed Premises. Neither Licensee nor any vendor or other person claiming through or under Licensee shall be entitled to possession or to remain in possession of or use the Licensed Premises but shall forthwith quit and surrender

the Licensed Premises, and Licensor may exclude Licensee (including, without limitation, any or all of Licensee's vendors) access to the Licensed Premises.

- (b) Licensor shall provide Licensee 30-days prior written notice of any alleged default, which Licensee shall have, the right to cure, prior to Licensor exercising any options pursuant to this paragraph.
- (c) Licensor shall have the right, among other remedies, to enter the Licensed Premises, exclude Licensee (including, without limitation, any or all of Licensee's permit users or permit vehicles) therefrom and remove any or all of their property and effects. Licensee shall pay to Licensor upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the Licensed Premises and all other costs arising from Licensee's default, including, but not limited to, attorney's fees and expenses.
- (d) In the event of a material default or a breach of an obligation hereunder, the non-defaulting party shall be entitled to be obtain, pursuant to an order from a court of competent jurisdiction, its reasonable attorney's fee and court costs associated with prosecuting any action against the defaulting party.
- (e) If for any reason this License shall be construed as a tenancy of any kind, such lease or tenancy shall be on a day-to-day basis only and shall, upon a default, subject to the notice and cure provisions of subparagraph (b) above, be terminable by Licensor upon one (1) day prior notice to Licensee and upon the giving of such notice, the License term, and the License granted hereunder, shall terminate as of the date which is one (1) day after the giving of such notice.

12. Notices. All notices to be given hereunder shall be given in person or by registered or certified mail, return receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other:

To Licensor City Administrator
 City of Geneva
 22 South First Street
 Geneva, Illinois 60134
 Attn: City Clerk

To Licensee: Bensidoun USA, Inc.
 405 N. Wabash, Unit 3404
 Chicago, IL 60611
 With copies emailed to bensidoun@yahoo.com

With a copy to: Lawrence J. Feller
 Horwood Marcus & Berk Chartered
 180 North LaSalle, Suite 3700
 Chicago, IL 60601

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

13. Authorization. Each party has full right, power and authority to enter into this Agreement and to perform its obligations thereunder, and the execution, delivery and performance of this Agreement shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the part of each party to authorize the execution and delivery of this Agreement. This Agreement is the valid and binding agreement of each party in accordance with its terms.

(Exhibit B)

RULES AND REGULATIONS FOR VENDORS AT GENEVA FRENCH MARKET

For the purpose of those rules and regulations, "Vendor" means any entity or individual renting space from Bensidoun USA, Inc., the "Promoter", on any given Market day. "Space" means that space the Vendor has rented from the Promoter. "Market hours" means those hours the Market is open for the sale of goods to Market customers.

1. Vendors must comply with all applicable Federal, state and local laws, rules and regulations, including but not limited to health and licensing.

2. Vendors are responsible for paying all applicable Federal, State and local taxes.

3. Products must be deemed appropriate to a family audience by the Promoter. No drug paraphernalia or sexually explicit material will be tolerated. In addition, vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown. Should the Promoter determine, in their own discretion, that the vendor is not selling such products, the Promoter may request the Vendor to vacate his/her space(s) immediately. Furthermore, the Promoter may prohibit the Vendor from leasing future space.

4. Connected with its responsibility to maintain the public health, safety and welfare, The City of Geneva, as Licensor herein, reserves the right to determine the appropriateness of any product or vendor at the Geneva French Market. As such, the Licensor, at its discretion, may require the promoter prohibit the sale of any product or the participation by such vendor from the Geneva French Market operation. Any further sale of such product or participation by such vendor shall be at the discretion of the Licensor. A determination of such appropriateness may

be made by a simple majority vote of the City Council; or when immediate action is necessary to safeguard against an impending threat to public safety and welfare, such a determination may be made by any City Official or agent acting in his or her official capacity.

5. Vendors must be prepared to sell at the start of Market hours, and must continue to sell until the close of Market hours. Loading and unloading will occur only before and after Market hours, respectively. Set-up to begin no earlier than 7am, market operation from 9am-2pm

6. Vendors will at all times be polite with customers and will use their best efforts to enthusiastically sell their products

7. Vendors must continually keep their spaces as clean as possible. Vendors must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s). At the close of the Market hours, the Promoter will pick-up the refuse bags and dispose of such bags by placing the same in the containers in or near the southwest corner of the Lot located at South Fourth Street and Crescent Place.

8. Vendors who bring their goods in wooden crates or boxes must take those crates or boxes back with them at the close of Market hours.

9. Vendors may only park and load their vehicles in areas designated by the Promoter. The use of City parking lots and customer parking zones is prohibited. Anyone violating the parking regulations will be fined and/or towed away at their own expense.

10. Vendors will cooperate with and participate in promotions organized by the Promoter (for example: contributing a reasonable amount of the vendor's products to Market customer giveaways) and may be asked to provide information for publicity.

11. All sales by vendors to Market customers are final unless vendors, in their own discretion, determine otherwise. Signs stating all sales are final must be posted.



MARKET LICENSE AGREEMENT

This Market License Agreement (herein known as <AGREEMENT>) is made as of FEBRUARY 25TH, 2002, by and between the Village of Mokena, a municipal corporation (the <LICENSOR>) and Bensidoun USA, Inc., an Illinois corporation (the <LICENSEE>),

WHEREAS the LICENSOR is the owner and the lessee of part of the premises herein licensed and other premises generally located in the Village of Mokena, along the south side of Front Street and adjacent to the Metra Railroad tracks, and

WHEREAS the LICENSOR has agreed with LICENSEE to license certain of the Premises upon the terms and conditions herein provided, and

NOW THEREFORE, in consideration of the premises and the mutual covenants Herein contained, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. LICENSED PREMISES. LICENSOR hereby grants to LICENSEE a revocable License to use the parking lot commonly known as Front Street commuter lot, Mokena, Illinois. The sites are outlined on the drawing hereto attached as Exhibit A.

The licensed premises shall be used solely by the Licensee for the purpose of operating an open-air market.

2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on MAY 01TH, 2002 and shall continue until MAY 01TH, 2012. Upon the expiration of the term of this AGREEMENT, the parties may mutually agree to renew the AGREEMENT for up to five (5) additional years. If the LICENSOR decides not to renew at the end of the AGREEMENT, the LICENSOR will guarantee that they will not allow to have an open-air market on this location for at least 3 years.

3. MARKET SEASON. A market season shall be defined as the season commencing no earlier than April 26th and terminating no earlier than October 31st of any year except as may be extended by the mutual agreement of the LICENSOR and LICENSEE.

4. USE OF PREMISES.

(a) MAINTENANCE AND OPERATION. LICENSEE may use the PREMISES solely for operating an open-air market.

The LICENSEE may operate the open-air market between 8:00 a.m. and 2:00 p.m. on Saturdays. The hours of the market may be extended by two hours. This shall be known as <MARKET DAY>.

(b) SET-UP. The LICENSOR shall provide two employees, before the MARKET SEASON begins, to initially install the standard canopy gaskets in the pavement.

The LICENSOR shall provide two employees for each market to set up and tear down the open-air market from the hours of 7:00-9:00 p.m. on Fridays before the market begins and 2:00-4:00 p.m. on Saturdays when the market terminates.

- (c) WATER. The LICENSOR shall install a water meter at a water hydrant or a permanent water source from the Village of Mokena Public Works Department exclusively for the use of the open-air market at no charge to the LICENSEE.
- (d) STORAGE. The LICENSOR shall provide a storage area at least 200 square feet by the premises to store the canopies for the market. In the future, if the storage area is relocated, it must be in walking distance of the market, or the LICENSOR will have to provide transportation of the canopies to the market.
- (e) EQUIPMENT. The LICENSEE shall provide canopies, gaskets, and all supporting structures and equipment for the open-air market vendors.
- (f) PARKING. LICENSOR shall have no obligations to secure private parking for the licensee. Parking for market customers and vendors will be available in Village lots and on-street parking at no charge on a non-exclusive basis.
- (g) ELECTRICITY. The LICENSOR agrees to provide the LICENSEE with electricity during market hours on the premises at no charge to the LICENSEE.
- (h) TRASH REMOVAL. The LICENSOR agrees to dispose of three 33-gallon trash containers per market day. The LICENSOR shall clear all debris from the surface of the premises by sweeping or hosing off the surface at the termination of each market day.
- (i) DESIGNATED REPRESENTATIVE. LICENSEE shall designate in writing to LICENSOR a MARKET MANAGER who shall be responsible of managing the general operations of the open-air market and the LICENSEE'S use of the PREMISES. The MARKET MANAGER shall be readily accessible by telephone and upon LICENSOR'S request, shall be available to be present at the PREMISES within a reasonable period of time. LICENSEE shall immediately notify the LICENSOR in writing of any change in the identity and telephone number of the MARKET MANAGER.
- (j) LICENSOR'S RULES AND REGULATIONS. LICENSOR shall have the right from time to time upon notice thereof to LICENSEE, to prescribe rules and regulations, which in its judgement may be desirable for the use of the PREMISES. LICENSEE agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the LICENSEE herein. A violation of such rules and regulations shall constitute default by LICENSEE under this AGREEMENT. The LICENSEE agrees that vendors will abide by the rules attached as exhibit B.
- (k) MARKETING. LICENSEE shall provide marketing for the open-air market through a combination of press releases, bought advertisement and flyers. LICENSOR shall provide

marketing for the open-air market through a combination of banners, Village newsletters, and Village cable access.

5. CONDITION OF PREMISES. LICENSEE hereby accepts the PREMISES in <as is> condition as of the date hereof, and acknowledges that upon delivery of possession of the PREMISES to LICENSEE the same were in good order, condition and repair.

LICENSEE shall, at its sole cost and expense, be responsible for any and all repairs or damage to the PREMISES arising from the misuse or damage to PREMISES by LICENSEE or any vendor, its agents, employees, successors, and assigns. Upon termination of this agreement by lapse of time or otherwise, LICENSEE shall present the PREMISES to the LICENSOR in good order, condition, and repair, normal wear and tear expected.

6. ALTERATIONS AND ADDITIONS. LICENSEE shall make no alteration, addition, improvement or change in or to the PREMISES. Gaskets shall be removed the holes patched by the LICENSOR.
7. ASSIGNMENT. LICENSEE shall not assign this AGREEMENT or any portion thereof, or allow the use thereof by any person, firm or entity other than LICENSEE and its vendors.
8. COMPLIANCE WITH LAWS. LICENSEE shall comply with all of the requirements of all governmental authorities and insurance carriers now in force pertaining to the use of the PREMISES or which LICENSEE shall hereafter carry.
9. WAIVER; RISK OF LOSS. Neither LICENSOR nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by LICENSEE or LICENSEE'S agents, employees, and/or invitees, anyone claiming by or through LICENSEE or any vendor or customer on the PREMISES, without limitation, for tortious or criminal acts of third parties. LICENSOR shall have no obligation or duty to provide security services, traffic direction or police services for the PREMISES. All property of LICENSEE or LICENSEE'S agents, employees, and/or invitees, anyone claiming by or through LICENSEE any user of the PREMISES shall be at the PREMISES at the risk of the LICENSEE or such other person only, and LICENSOR shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the PREMISES. Nothing in this AGREEMENT shall be interpreted to waive any immunities or privileges provided to the LICENSOR, as an Illinois Municipal Corporation under Illinois Statutory or Common Law, such privileges and immunities being specifically reserved by the LICENSOR.

10. HOLD HARMLESS AND INSURANCE.

- (a) LICENSEE shall carry insurance during the entire term hereof insuring LICENSEE, and insuring, as additional named insured, LICENSOR and its officers, directors, agents, employees and affiliated entities, as their interests may appear, with commercial general liability insurance, (including the broad or extended liability endorsement) during the entire term hereof with terms and in companies satisfactory to LICENSOR to afford

protection to the limits of not less than \$2,000,000 for combined single limit bodily injury and property damage liability per occurrence. Insurance shall cover LICENSOR'S use of the PREMISES on market days. The insurer shall be subject to the reasonable approval of the LICENSOR.

- (b) LICENSEE, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the LICENSOR for any and all claims, actions, causes of action, demands, costs, including reasonable attorneys fees, resulting from the LICENSEE and its vendees operation of the open-air market and possession of the PREMISES only up to the maximum level of insurance limit provided for under the terms of the insurance policy secured for the benefit of the LICENSEE and LICENSOR pursuant to the terms of the Paragraph.
- (c) LICENSEE shall, prior to the commencement of the AGREEMENT term, furnish to LICENSOR certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least a thirty (30) day prior written notice to LICENSOR.

11. DEFAULT BY LICENSEE.

(a) If LICENSEE defaults in the performance of any obligation hereunder, LICENSOR may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this AGREEMENT and the right of LICENSEE (and any and all users) to use the PREMISES. Neither LICENSEE nor any vendor or other person claiming through or under LICENSEE shall be entitled to possession or to remain in possession of or use the PREMISES but shall forthwith quit and surrender the PREMISES, and LICENSOR may exclude LICENSEE (including, without limitation, any or all LICENSEE'S vendors) access to the PREMISES.

1. LICENSOR shall provide LICENSEE 30 day's written notice of any alleged default, which LICENSEE shall have the right to cure, prior to LICENSOR exercising any options pursuant to this paragraph.
2. LICENSOR shall have the right, among other remedies, to enter the PREMISES exclude LICENSEE (including, without limitation, any or all of LICENSEE'S permit users or permit vehicles) therefore and remove any or all of their property and effects. LICENSEE shall pay to LICENSOR upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the PREMISES and all other costs arising from LICENSEE'S default, including but not limited to attorneys fees and expenses.
3. LICENSEE shall pay to LICENSOR upon demand all costs, expenses and damages incurred by LICENSOR in enforcing LICENSEE'S obligations under this

AGREEMENT or resulting from default by LICENSEE or any of LICENSEE'S permit users, including, without limitation, attorneys fees and expenses.

4. If for any reason this AGREEMENT shall be constructed as a tenancy of any kind, such tenancy shall be on a day-to-day basis only and shall be terminable by LICENSOR upon one (1) day prior notice to LICENSEE and upon the giving of such notice, the AGREEMENT shall be terminated as of the date which is one (1) day after the giving of such notice.

(b.) **NOTICES.** All notices to be given hereunder shall be given in person or by registered or certified mail, returned receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other.

To Licensor: Village of Mokena
11004 Carpenter Street
Mokena, Illinois 60448

To Licensee: Bensidoun USA, Inc.
405 N. Wabash St.
Unit 3009
Chicago, Illinois 60611

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

12. **AUTHORIZATION.** Each party has full right, power and authority to enter into this AGREEMENT and to perform its obligations thereunder, and the execution, delivery and performance of this AGREEMENT shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the party of each party to authorize the execution and delivery of this AGREEMENT. This AGREEMENT is the valid and binding AGREEMENT of each party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

VILLAGE OF MOKENA

By: _____

Village President

By: _____

Village Clerk

BENSIDOUN USA, INC.

By: _____

Title: _____

President BENSIDOUN USA INC

EXHIBIT B

Rules and Regulation for Vendors at French Market

For the purpose of those rules and regulation, "VENDOR" means any entity or individual renting space from Bensidoun USA, Inc., an Illinois Corporation (the "LICENSEE"), on any given MARKET DAY. "Space" means that space the VENDOR has rented from the LICENSEE. "MARKET HOURS" means those hours the MARKET is open for the sale of goods.

1. VENDORS must comply with all applicable Federal, state, and local laws, rules, and regulations, including but not limited to health and licensing.
2. VENDORS are responsible for paying all applicable Federal, state, and local taxes.
3. Products must be deemed appropriate to a family audience by the LICENSEE. No drug paraphernalia or sexually explicit material will be tolerated. In addition, VENDORS shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown. Should the LICENSEE determine, in their own discretion, that the VENDOR is not selling such products, the LICENSEE may request the VENDOR to vacate his/her space(s) immediately. Furthermore, the LICENSEE may prohibit the VENDOR from leasing future space.
4. VENDORS must be prepared to sell at the start of MARKET HOURS, and must continue to sell until the close of MARKET HOURS. Loading and unloading will occur only before and after MARKET HOURS.
5. VENDORS will at all times be polite with customers, and will use their best efforts to enthusiastically sell their product.
6. VENDORS must continually keep their spaces as clean as possible. VENDORS must provide their own disposal bags, in accordance with local ordinances, into which they will put rubbish collected within their respective space(s). THE LICENSEE will pick-up and dispose of the refuse bags at the close of the MARKET HOURS.
7. VENDORS who bring their goods in wooden crates or boxes, must take those crates or boxes back with them at the close of MARKET HOURS.
8. VENDORS may only park and load their vehicles in areas designed by the LICENSEE. The use of Village parking lots and customer parking zones is prohibited. Anyone violating the parking regulations will be fined/towed away at their own expense.
9. VENDORS will cooperate with and participate in promotions organized by the LICENSEE (for example, contributing a reasonable amount of the VENDOR'S product to MARKET customer give-aways) and may be asked to provide information for publicity.
10. All Sales by VENDORS to MARKET customers are final unless VENDORS, in their own discretion, determine otherwise. Signs stating all sales are final must be posted.
11. The LICENSEE will give VENDORS currently operating permanent businesses in the Village of Mokena: preference in renting space(s).



NewLenoxPatch

BUSINESS, GOVERNMENT

New Farmers Market Likely on Its Way to New Lenox

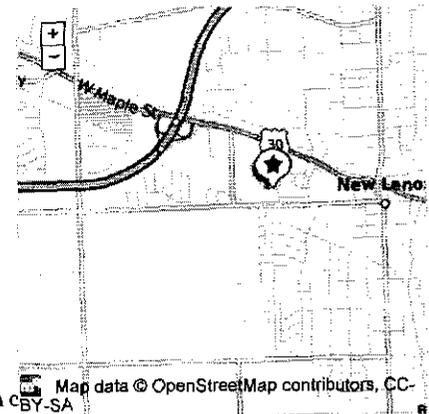
The Village Board will consider an agreement Monday to replace the farmers market that brought few vendors in 2010.

By Joe O'Donnell January 21, 2011

After the 2010 farmers market that was unsuccessful, the village is nearing a deal with a new vendor — the French Market (<http://www.frenchmarketchicago.com/>).

The French Market is owned by Bensidoun USA and runs European-style markets throughout the Chicago metro area.

At Monday's Village Board meeting, the trustees will consider a resolution authorizing the agreement. Village Trustee Annette Bowden and French Market Midwest manager Leslie Cahill both expressed confidence the resolution will get board approval.



Bowden said the French Market, which would still be on Saturdays from May to October in the Village Hall (<http://newlenox.patch.com/listings/village-hall-7>) parking lot, will be a market which struggled in part due to alleged blackballing of vendors by its former manager.

"We felt we needed to have something that was a little bit more structured," Bowden said. "It's truly going to be a much more organized, shopper-friendly environment."

Cahill said the French Market has operated in the Chicago area since 1997. The towns it has partnered with include Mokena, Wheaton, Lisle and Wilmette. But Cahill said each French Market is different.

"We want very much to be a New Lenox community market," Cahill said. "We want to address the needs of the city and the public."

The French Market, Cahill said, would not be funded by the village but by participating vendors. She said their market draws from a database of 500 vendors. Produce is the backbone of the market, Cahill said, but they also enlist vendors who might sell jewelry, woodwork or hanging baskets.

The French Market supplies and sets up its own canopies and aims for a uniform and "beautiful" appearance, Cahill said.

She added that the markets reserve two spots per week for local organizations with goods to sell or services to promote. One is reserved for a Chamber of Commerce member business and the other a local nonprofit such as a church or library.

Bowden said there were only four or five vendors last year and she hopes there will be as many as 30 this year.

"We like to have variety; we like to have choices," Bowden said. "The volume of vendors, the controls, the parameters, will be much improved."

According to former farmers market manager Donna Ondriska, who was in her first year heading the operation in 2010, the farmers market struggled because of a late-developing process that put her in charge in mid-April and a time slot that put New Lenox in direct competition with other area markets for vendors.

"Saturday markets are a little bit harder to put together as a whole because there are other communities right along Route 80," she said, mentioning Mokena and Tinley Park. "The vendors that make the rounds to the markets get pretty stressed out."

In addition, Ondriska said only two vendors from 2009 returned to New Lenox in 2010. Both Ondriska and Bowden attributed that to Ondriska's predecessor, Merrill Marxman, who operates several other area markets and told his vendors that if they participated in the New Lenox market in 2010, they would not be allowed to participate in his other markets.

"Donna did a great job," Bowden said. "It just was not successful."

Ondriska, a personal chef who owns and operates Cookin' 4 U Personal Chef Service, has operated a market in Palos Heights for several years and plans on continuing that in 2011. She also has had discussions with Chicago Heights about managing a market there.

Ondriska said she had not heard from New Lenox officials since she last contacted them in mid-December.

"I couldn't really get an answer from them," she said.

Bowden said the village started meeting with Cahill in November about forming an agreement for a French Market to come here.

The French Market will reach out to vendors from last year's farmers market, Cahill said, but added that it's a mixed bag when it comes to vendors carrying over from one market manager to another.

"We want to do whatever we can to make them feel welcome," Cahill said. "I'm hopeful that everybody will be excited to get onboard."

Cahill could not yet say what price participating vendors would be required to pay, but she said she'll work with each vendor individually to work out a fair rate. Exact start and end dates for the 2011 French Market in New Lenox have not yet been determined.

What did you think of last year's farmers market? What would you like to see at the farmers market in 2011? Tell us in the comments.

Interested in a follow-up to this article?



SEE NEXT IN BUSINESS

Bears Fans Keep Hometown Spirit Alive With Da Bus

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT M. EICHELBERGER, VILLAGE ADMINISTRATOR
SUBJECT: FARMERS MARKET
AGENDA: FEBRUARY 15, 2011 COMMITTEE OF THE WHOLE
DATE: FEBRUARY 11, 2011

ISSUE

Should the Village contract directly with a Market Manager to operate the Farmers Market in Sugar Grove.

DISCUSSION

The Sugar Grove Chamber of Commerce has advised the Village that they no longer intend to sponsor and organize the Farmers Market. The Chamber has located a private company that operates markets in several area communities on a for profit basis and the Chamber is suggesting that the Village enter into a License Agreement with the company to manage a French Market in Sugar Grove.

The company, Bensidoun USA, Inc., has or currently operates markets in Geneva, Wheaton, Lisle, Mokena, and other several other suburban communities. Geneva has reported that the relationship has been positive.

Prior to beginning any negotiations with Bensidoun, staff would like to gauge the Board's interest in the idea of the Village contracting directly with a market manager. Staff believes that any agreement should limit or eliminate any Village exposure or commitment that would require anything other than minimal staff time or expense.

Bensidoun's standard form Market License Agreement as well as the current Geneva and Mokena Agreements are attached as examples. An article regarding the New Lenox market is also attached. A vendor agreement form from 2010 is available on the web link only.

If the Board directs staff to pursue a Market License Agreement, staff will attempt to have a final version available for action at a March Board Meeting.

COST

There are no costs at this time. If pursued costs are estimated to be \$500 for attorney review.

RECOMMENDATION

That the Board advise staff whether or not to pursue a Market License Agreement with Bensidoun USA, Inc. and if so to identify any issues to consider.



Bensidoun USA French and Farmers Markets – 2010

Information and Application for Vendors - Midwest Region

The Bensidoun Family has over 45 years of experience operating open-air markets in and around Paris and has brought that concept to America. We import and manufacture the canopies and framework for our markets from France so that the public will experience the feel of an actual Parisian street Market. For our vendors, these canopies provide the added convenience of not having to provide their own tents. Most markets have access to water, electricity and portable toilets. While we offer extensive amenities to our vendors, vendors do provide their own display and tables. Our markets have the heart of a farmers market – but have the ability to offer much more. You might find gourmet food and fresh frozen organic meat next to fruit and vegetables, or dried floral arrangements and fragranced candles next to lovely perennials or cut flowers. The market may have vendors selling hand crafted jewelry, artwork, and pottery, linens from France, handcrafted cards, fresh cheeses and bread. The possibilities are endless. As in Europe, the market is meant to be much more than a place to shop. Our goal is to create an ambiance that encourages people to visit with friends, make new acquaintances and also enjoy the finest that regional small businesses, greenhouses and farmers have to offer. If you feel that your business would contribute to this ambiance we encourage you to apply to the market(s) of your choice today.

Vendor/Applicant Requirements, restrictions and considerations: Bensidoun USA, Inc. welcomes applications from all producers, entrepreneurs and businesses that provide wholesome, high quality goods that are sold directly at market. Competition is encouraged and controlled at the discretion of Bensidoun USA, Inc. Vendors that are unable to directly sell their product at market should not apply. Additional opportunities exist for local chamber/business association members. More information regarding these opportunities is available upon request. Applicants will be screened and selected based on product appropriateness and density of product at market. Applicants that apply to multiple locations will receive priority consideration for A and B markets (refer to market classifications on page 3). All decisions regarding the eligibility of a vendor for participation in a particular market will be made solely at the discretion of Bensidoun USA, Inc. and are not contestable by the vendor. Vendors are solely responsible for all payments for confirmed dates for vendor's business as well as for the conduct of all persons working in such vendor's booth(s) and will be accepted based on criteria set forth in this document and at the sole discretion of Bensidoun USA, Inc. A Vendor may not share or sublet its booth(s). Bensidoun USA, Inc. reserves the right to limit the number of booths rented to each vendor on an individual basis and retains the right to limit the participation of a vendor at any market at its sole discretion, and such decision shall not be contested by the vendor. Vendors must be ready to sell at the opening time of the market and must maintain a presence in their booth until the ending time of the market. Full-time and Part-time vendors paying on an installment plan must abide by the payment schedule provided to them by Bensidoun USA, Inc., or may risk, at the sole discretion of Bensidoun USA, Inc., losing such vendor space at market.

Vendor Definitions/Time commitment: part and full time opportunities are available

Part-Time Vendor: A vendor that commits to individual dates on a week-to-week basis or that will be absent more than 2 weeks during the season. Part-time vendors will be assigned a different booth location each date that such vendor attends the market. Reservations will not be made for part time vendors prior to payment unless prior arrangements have been made with Bensidoun USA, Inc.

Full -Time Vendor: A vendor that commits to attending the entire 2010 season of any given market. A Full Time Vendor may, upon approval, split their commitment between markets and rotate through up to 4 markets (schedule to be determined by Bensidoun USA, Inc. in its sole discretion). This commitment must be made in writing by vendor and approved by Bensidoun USA, Inc. no later than 2 weeks after the start date for the market(s) in question. Full-Time vendors receive priority location and parking at the market. Full Time Vendors are booked and must pay for every date during the season, whether or not they attend the market. Please apply for part time status if you know you will miss more than 2 dates at market Full-time vendors that miss no more than 2 events at an individual market are eligible for an end of season rebate on payments received on time for that market. Vendors attending multiple markets full time may be eligible for higher rebates.

Rebate Program: Full Time Vendors that miss no more than 2 dates at an individual market are eligible to receive the following end of year rebates on full time market rental fees paid on or before the due date.

A,B,C and D Markets 5% rebate E market – not eligible for rebate

(parking space fees are not eligible for rebate, nor are additional booth fees that full time vendor rent on a part time basis). Full-Time Vendors that are assigned to and participate in more than one Bensidoun USA French Market (excluding Wheaton Saturday) will receive additional rebate for the rent received on or

Applications must be mailed to: Leslie Cahill – French Market

131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295

before due date at additional markets they attend full time and miss no more than 2 dates at. Payments received after the due date are not eligible for rebate.

Participation in	2	3	4	5-10	markets (excludes Saturday Wheaton Market)
Additional rebate	2%	3%	4%	5%	*no addl. Rebate paid for Wheaton French Mkt

Market Information

Thursday Markets:

***Town Square Wheaton Summer Market**

NEW Location pending approval

Wheaton Town Square

271 Town Square (Naperville road at Blanchard)

Thursdays from June 10 through October 28 8AM-1PM

Western Springs French Market

Hillgrove Ave. between Lawn and Grand Ave

Thursdays from May 6 through October 28 2PM-7PM

Friday Market:

***Glen Ellyn Farmers Market**

Adjacent to Giesche Shoe 400 Main St.

8AM-1PM

Fridays from May 28 through October 29

Saturday Markets

Wheaton French Market

Municipal Parking Lot 3, Main and Liberty

Saturdays from April 24 through November 6 8AM-2PM

Lisle French Market

Downtown Lisle-Burlington between Spencer and Center (Metra parking lot)

Saturdays-May 1-October 30 8AM-1PM

***West Chicago Farmers Market *NEW market pending approval**

Train Depot parking lot - Main Street

Saturdays from June 5 through October 16 8AM-1PM

Lombard French Market * NEW day/time pending approval

Metra parking Lot E. St. Charles Rd between Garfield and Martha

Saturdays June 5 thru August 28 2PM-7PM

Mokena French Market

Parking lot adjacent to RR tracks S.E. corner of Wolf and Front Street

Saturdays from May 1 through October 30 8AM-1PM

***Glencoe French Market**

Village Court between Park and Hazel

Saturdays from June 5 through October 30 8AM-1PM

Wilmette French Market

Metra Parking lot, downtown Wilmette (east side of tracks at Central)

Saturdays from May 1 through November 6 8AM-1PM

Chicago Nettelhorst French Market

Nettelhorst School, Broadway and Melrose

Saturdays -From April 24 through November 6 8AM-2PM

Sunday Markets

Villa Park French Market

On Park Boulevard, West Side of Ardmore Avenue

Sundays from May 2 through October 24 8AM-1PM

Geneva French Market

Metra parking Lot NW corner of South St. and 4th St.

Sundays from April 25 through November 7 9AM-2PM

*Vendors in Wheaton (Thurs), Glen Ellyn, and Glencoe markets must provide their own 10x10 tent(s)

Franchise Market: Niles Michigan

Thursdays May 20-September 30 9AM-2PM

Saturdays May 22- October 2 9AM-2PM

The Niles market is not managed by Bensidoun USA, Inc., and requires a separate application. This market will have our signature canopies provided for vendors. It will be held at the corner of Main and Front Street. Indicate your interest on page 6 or Contact Market Manager Lisa Croteau directly:

269/687-4332, nilesmainstreet@nilesmainstreet.org.

Applications must be mailed to: Leslie Cahill – French Market

131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295

vendor
applicant
initials

Special events:

Taste of Wheaton French Market Saturday June 5 8AM-2PM

The French Market will move to Reber Street between Willow and the Railroad Tracks as well as on Liberty Street between Rebar and Cross Street. There will be a carnival and other events staged on municipal parking lot 3(normal location for French Market. Vendors will need to bring their own tents. This will be considered an *A class market.

French Connection Day at Cantigny: Sunday August 15 9AM-3PM

This is our third year hosting a French Market at Cantigny – what a beautiful back drop for our show. This event was a great success in 2009 with thousands of attendees. All vendors are welcome to apply – French and Francophile booths themes are encouraged. This will be considered a “B” class market (see page 3) and vendors will need to bring their own tents. Cantigny is located at 1S151 Winfield Road in Wheaton Illinois

Wheaton Winter French Market (pending approval): Saturdays 11/13/09-4/9/10 9AM-1PM

Vendors will have an opportunity to continue selling indoors at the Wheaton Train Station (Front and West Street). This is a wonderful opportunity to continue to serve the Wheaton population. Space is limited. Cost will be \$50 per week Vendors that book the entire season and pay in full by November 13 will receive a discounted rate: \$1000.00 per season

Weekly rates for the Markets: Rental Rate is defined by market class, season and Full or Part time status:

Step 1: Market Classification -determine the class of the market you wish to attend

A Market:	Wheaton	
B Market:	Wilmette	Chicago (Nettelhorst)
C Market	Geneva	Western Springs
D Market	Lisle Villa Park Mokena	
	Lombard * W. Chicago * *Pending approval	
E Market	Town Square Wheaton Summer Market (pending approval)	
	Glen Ellyn	
	Glencoe	

Step 2: Locate the category that most accurately describes your product.

Bensidoun USA, Inc. will make final determination of vendor category based on product description provided by applicant. Categories are listed below.

Step 3: Determine your rate based on Full or Part Time participation – all prices listed are per week/per booth:

Full Time vendors Refer to this schedule (full time vendor rates do not vary with the season).

Part Time vendors booking dates in September. October November refer to this schedule

Category/Class	A*	A**	B	C	D	E
Produce	\$48.00	\$52.00	\$44.00	\$38.00	\$35.00	\$28.00
Live plants/flowers	\$56.00	\$60.00	\$50.00	\$45.00	\$39.00	\$34.00
Specialty foods (food OR drink)	\$52.00	\$57.00	\$46.00	\$41.00	\$37.00	\$28.00
Concession (food AND drink)	\$60.00	\$65.00	\$55.00	\$47.00	\$43.00	\$35.00
All Other	\$68.00	\$72.00	\$62.00	\$53.00	\$48.00	\$40.00
Parking In Wheaton	\$15.00	\$15.00				

***A: Rate for full time vendors that also participate in a 2nd Bensidoun USA market full time or that operates a Bricks and Mortar storefront in Wheaton (excludes home based businesses)**

****A: Rate for part time vendors September, October November (low season) and full time vendors that do not participate in at least one other Bensidoun USA market full time and that do not operate a Bricks and Mortar storefront in Wheaton (includes home based businesses).**

Part Time Vendor Rates per week/per booth - High Season (April thru August)

Category/Class	A	B	C	D	E
Produce	\$55.00	\$46.00	\$40.00	\$37.00	\$32.00
Live plants/flowers	\$65.00	\$52.00	\$47.00	\$40.00	\$36.00
Specialty foods (food OR drink)	\$60.00	\$48.00	\$44.00	\$41.00	\$32.00
Concession (food AND drink)	\$68.00	\$57.00	\$50.00	\$46.00	\$37.00
All Other	\$75.00	\$63.00	\$55.00	\$50.00	\$42.00
Parking In Wheaton	\$15.00				

Applications must be mailed to: Leslie Cahill – French Market

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initials

Step 4: Determine if the market(s) that you have applied for have any additional restrictions, conditions or rate considerations.

A Market (Wheaton French Market): Part Time Vendors may apply for no more than 14 dates and for no more than 2 booths. Full Time Vendors that only participate in a Wheaton market may apply for no more than 2 booths. Full time Vendors that also participate full time in a non-Wheaton Bensidoun Market may apply for up to 4 booths. There is no discount for additional booths rented. Third and Fourth booth cost an additional \$5.00 per day over and above standard rental rate. Independent Consultants selling non-food items (this includes nutritional products) and vendors that sell any jewelry/purses or ladies clothing/accessories may apply for no more than 14 dates at this market unless they book the same amount of dates at another Bensidoun USA market or combination of Bensidoun USA markets. They will forfeit participation and payment for a day in Wheaton for every day they do not attend their other market commitments. There is ample parking around this market, however, on site parking is available only to vendors that reserve and pay for this amenity. Full Time Vendors have priority for reserving on site parking, and it will be added onto vendor's payment schedule.

B Markets: Special provisions for Nettelhorst vendors:

Due to space constraints produce/plant. flower vendors can apply for no more than 2 booths, all other vendors are limited to one booth. If you require additional space – special requests will be considered after May 1, 2010. All food vendors must submit a City of Chicago Temporary Food Vendor License application, a current health inspection (less than 6 months old), and must staff the booth with at least 1 individual that holds a City of Chicago Summer Sanitation certificate and must apply 30 days prior to participation. You will receive additional information regarding this requirement if your application is approved.

Special provisions for Wilmette Market: Full time Vendors with north or south end spaces will pay an additional \$20-\$35 per week based on their usage of space outside of their booth (0-7 lineal feet outside the boundaries of poles = \$20.00, 8-15 feet outside the boundary of poles = \$35.00). This will be fully explained on your payment schedule. Full Time Produce/plant/flower/food vendors receive \$3.00 discount on additional booths rented on a full time basis.

Special Provisions that apply to both Nettelhorst and Wilmette

Independent Consultants selling non-food items (this includes nutritional products) may apply for no more than 2 date per month at these markets. Should an Independent Consultant wish to receive the benefit of full time participation in our market system, they should apply to be a Full Time split Vendor as described on page 1 – full time Vendor description.

C Markets: Full time Produce/plant/flower/ food vendors receive a \$5.00 discount on additional booths rented.

D Markets: Full time Produce/plant/flower/ food vendors receive a \$5.00 discount on additional booths rented. **Mokena Market:** Vendors given end spaces on North end of market will pay an additional \$20.00 per week. This payment will allow vendor to extend up to 10 feet next to booth and will be added to payment schedule.

E Markets: Vendors must provide their own tents (10x10). These markets are excluded from the rebate schedule, but can be used as part of a full time split rotation. Full Time (non-split) vendors at these markets that pay for the entire season prior to the beginning of the season will receive a 10% discount. Produce and flower vendors purchasing 2 booths will receive a 3rd booth free of charge.

Bundle pricing for vendors renting full time Wheaton Thursday and W.Springs – Wheaton Thursday rate will decrease by \$10 per day.

Step 5: Payments: Full time vendors should remit payment for the first 4 weeks of the season for each market they wish to be considered (including 4 weeks parking for Wheaton) with the application and will receive a payment schedule from Bensidoun USA for the balance of the year. **Part time vendors** should remit payment for all dates requested (no more than 14 dates in Wheaton). Part time vendors applying for more than 14 dates may be considered for an installment plan – contact the Midwest Manager for more information. Vendors with payment schedules and installment plans must pay by mail on or before due date to avoid additional charges. Payment by mail may only be by check or money order – we do not accept credit cards. A receipt acknowledging payment will be issued to vendor at the time payment is received. Please retain all receipts, as this is your only proof of payment. The receipt is not proof of participation or a reservation at any particular market on any particular date, only as proof that payment was received from the vendor by Bensidoun USA, Inc. Should vendors be experiencing financial hardship please contact our office to explore alternative.

Applications must be mailed to: Leslie Cahill – French Market

131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295

Step 6: To reserve additional dates after your application has been approved:

1. Eligible vendors can call 312.575.0286 and request additional dates at market.
2. Eligible vendors can send a written request and payment to the Midwest Market Manager
3. Eligible vendors may request and pay for additional dates based on availability through the Site Supervisor out at the market.
4. Eligible vendors can email requests to Ccbcec@sbcglobal.net

Additional Charges/ Fees - All Markets

Vendors arriving after open of market	\$10.00 fine per event
Vendors leaving prior to the end of market hours	\$10.00 fine per event
Produce vendors - not labeling origin of produce	\$20.00 fine per event
Produce Vendors- selling non-regional produce without approval	\$20.00 fine per event
Part Time vendor -payment made on day of market	\$5.00 additional charge
Full time or Part time installments paid at market-not mailed	\$5.00 additional charge
Rent received after due date listed on payment schedule (at market or by mail)	\$20.00 fine per event
No Show/no cancellation prior to open	lose rental fee, plus \$20.00 fine per event
Returned Check (non-sufficient funds)	\$36.00 fine per event
Garbage left at market	\$20.00 fine per event
Cancel full time Market:	Vendor must pay the difference between the part and full time rate for all dates prior to cancellation date plus \$100 fine
Damage to poles	\$100 charge per pole
Damage to Canopies*	full cost of repair
*This includes but is not restricted to damage caused by not properly tying canopy down, not rolling canopy back during high wind and not properly rolling canopy back at end of market.	
Part Time vendor -payment made on day of market	\$5.00 fee

Booth Information A single booth measures 6 ½ feet (2 meters) deep by 13 ½ feet (4 meters) wide. The boundary of a booth is defined by the 4 metal poles at the corners of the booth. **Vendors must keep all goods within the boundaries of such vendor's booth.** No goods or tables are allowed beyond the poles on the customer side of vendor booth. On certain occasions and with pre-approval from Bensidoun USA, Inc., a vendor may extend its booth to the side (if vendor is on the end of row) or behind the booth – contact the Midwest Manager for consideration. Additional cost for this extra space will be assessed on a case-by-case basis. Vendors will be charged accordingly should their product extend beyond the booth boundaries.

Cancellation/ No Show Policy

There are no refunds for cancelled or missed dates. Vendors unable to attend a reserved market must notify the Midwest Market Manager prior to the open of the event or they will be fined as a “no show” (see additional charges.fees above) in addition to losing their booth fee. . Exceptions may be made in the event of documented emergencies. Cancelled dates made more than 7 days prior to the event may be transferred to another market and date based on availability and at the highest rate between the 2 markets. Cancellations less than 7 days prior to event may not be transferred and vendor forfeits payment.

vendor applicant initials

Bensidoun USA, Inc. Midwest Markets 2010 Vendor Applicant Information

By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns. Applicants will receive written acknowledgement of receipt of their application as well as a decision on their eligibility status including dates and markets that they have or have not been confirmed for within 2-4 weeks of receipt. Please contact our office if you do not receive a decision within 4 weeks. Site-specific directions, amenities and instructions will be provided to vendors with all letters of acceptance.

1. Vendor Name(s): _____ Business Name: _____

Address: _____ City: _____ State _____ Zip _____

Phone: Day _____ Evening _____ Cell _____ FAX _____

EMAIL _____ This is a good way to reach me (circle one) YES NO

2. Illinois Business Tax ID _____ Attach a copy of your IBT certificate

3. Attach proof of Liability insurance listing bensidoun USA, Inc. as additional insured

4. *Full Description of product/business/service (list the manufacturer(s) or source if you do not make or grow product yourself - attach separate sheet if more space is required)

*Vendor may only promote or sell products/business/ service disclosed with this application and must submit a written request should vendor wish to promote or sell any other products/business/service.

5. Request for Dates/Locations (attach a separate sheet should your request exceed space provided)

Indicate below: - The dates and towns you'd like to reserve (enter FT if you would like Full Time status)
- The number of booths you'd like to reserve

Date	Town	Number of booths	*Wheaton parking (if available)

*Parking spaces are for vehicles- should you wish to display/sell product in space it will be billed as an additional booth

6. Request for Electricity: equipment: _____ Amps required _____

You will be notified if electricity is available to you, you must provide extension cords

8. I would like an application for the Niles, Michigan French Market Yes No

9. The Chicago French Market is now open at the Ogilvie Transportation Center in Chicago. . Please contact me about this opportunity. Yes No

Verify your Application is complete: Instructions:

1. Read application in its entirety and initial the lower right hand corner of pages 1 through 9 indicating that you have read and are now responsible for the content in this application.

2. Fill in page 6 completely (2010 Vendor Application).

3. Sign and date page 7 (Terms of participation), 8 and 9 (Rules and Regulations)

4. Submit proof of liability insurance (1,000,000 per occurrence min.) listing Bensidoun USA, Inc as additional Insured.

5. **Food Vendors apply for county health permit** (Nettelhorst Market refer to addl. conditions page 4). Contact the management office if you require further information.

6. **Remit payment (check or money order payable to Bensidoun USA, Inc.** Part time Vendors may apply throughout the season and should submit payment for all dates applied for-refer to Payments p.4 for more options. Full Time Vendors that apply prior to April 24, remit **first** 4 weeks booth fees. **Full Time** Vendors applying after May 1-contact Leslie Cahill (312.575.0286) for instructions.

7. **Make and retain a copy of your completed application for your records**

8. **Mail Application to: Leslie Cahill French Market 131 N. Clinton Unit 1, Chicago, Ill 60661**

9. **Applications that are received without all required documents/payments will not be processed.**

Applications must be mailed to: Leslie Cahill – French Market

131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295

vendor
applicant
initials

Applicant Terms and Conditions of Participation

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned, for himself or herself, and, if applicable, for the person or organization on behalf of whom this application is submitted "the Applicant", hereby agrees to indemnify Bensidoun USA, Inc. and its officers, agents, employees and assigns, and to hold them harmless, from any liability occurrence arising out of the use of the premises pursuant to this application, and any liability for any contractual or quasi-contractual obligations to third parties in connection with any related activity, event, use or occurrence.

PARTICIPATION AND BOOTH ASSIGNMENT

An acceptance as either a Full-time or Part-Time Vendor does not guarantee participation in a particular market or for a particular date or a particular vendor space in a market. Bensidoun USA, Inc., in its sole discretion, has the right to accept or reject either a Full-Time or Part-time vendor for any market on any date for any reason, and to refund payment to vendor if payment has been made. That refund will be vendor's sole remedy. This applicant acknowledges and agrees that the assignment of booth location at each Bensidoun USA, Inc. market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment of a booth location at one Bensidoun USA, Inc. market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to a Vendor on future dates. Applicant further acknowledges and agrees that no commitment regarding booth location has been made to applicant.

GOVERNING LAW/ATTORNEY'S FEES

This application and any transactions between the parties that may arise pursuant thereto shall be governed by and construed in accordance with the substantive laws of the State of Illinois, without giving effect to its principles of conflict of laws. The parties agree that the most appropriate venue for any dispute involving this application or its subject matter is any state or federal court in or for Cook County, Illinois, and that any suit, action or proceeding with respect to this application or its subject matter shall be brought in such forum. Each party submits to the jurisdiction of such courts for the purpose of any such proceeding, and waives any objection that could otherwise be raised to either of those venues. In the event of the commencement of suit, action or proceeding, the Bensidoun USA, Inc. shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in connection with those proceedings.

FORCE MAJEURE

Bensidoun USA, Inc. shall not be liable for any failure to perform any obligation under any agreement, or for any delay in performance, due to events or circumstances beyond Bensidoun USA, Inc.'s reasonable control including but not limited to weather, acts of God, acts or threats of terrorism, government acts, technical failures, fire, or other similar events or circumstances. Bensidoun USA, Inc. shall not be liable for any act by a city, village or other municipality which may result in Bensidoun USA, Inc.'s failure to perform any obligation under any agreement, or for any delay in performance, including but not limited to that municipality canceling the market, placing additional restrictions on vendor participation at a market or failing to enforce laws or ordinances affecting a market.

LIMITATION OF LIABILITY

Bensidoun USA, Inc. shall not be liable to applicant or any other person for special, indirect, incidental, consequential or exemplary losses, damages or expenses, directly or indirectly arising from the participation or non-participation of Applicant in any market, or from any other cause relating thereto. In no event shall Bensidoun USA, Inc.'s liability hereunder, whether based on contract, warranty, tort (including but not limited to negligence and strict liability) or otherwise, exceed the amount paid by the applicant vendor for its booth.

CERTIFICATION

Applicant certifies that all the information set forth in this Vendor Application is true and complete to the best of this belief. Applicant further agrees to perform all the obligations, which may be required under applicable laws, ordinances, rules and regulations and under all agreements, which may be annexed hereto. Applicant certifies that applicant has read the rules and Regulations for Vendors at Bensidoun USA, Inc. French Markets governing the Farmers Market and agrees to abide by them.

Vendor Applicant Signature: _____ Date: _____

Bensidoun USA, Inc. Midwest Markets – 2010 season Vendor Rules and Regulations page 1/2

For the purpose of these rules and regulations, “Market Hours” means the advertised hours of operation. “Promoter” means Bensidoun USA, Inc., “Space,” means the area rented by the Vendor from the Promoter. “Vendor” means an applicant confirmed to participate in a market by the Promoter. “Vendors” means each applicant confirmed to participate in a market by the Promoter. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate in order to better serve the buying public, maintain fair market competition among Vendors or respond to changing conditions or circumstances. All Vendors will be promptly notified of any such changes.

1.Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to those related to health and licensing. Food Vendors are responsible for complying with applicable health and sanitation requirements and must be permitted by the County Health Departments of the markets they attend.

2.Vendors offering food products must provide an ACORD certificate of Liability Insurance listing Bensidoun USA, Inc. as additional insured prior to participation in the market.

3.Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number upon request.

4.The Promoter has the right to restrict products sold or displayed by Vendor to those that Promoter deems appropriate for a family audience. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown.

5.Vendors must be prepared to sell at the start of market hours and must continue to sell until the close of market hours and will be banned from market participation after the third violation of arriving late or leaving early. Loading and unloading will occur only before and after market hours.

6.Vendors must haul out any garbage generated during the course of business and must leave their booth’s space swept clean of any refuse.

7.Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in. Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.

8.Vendors must keep their spaces as clean as possible during Market Hours and will at all times be polite with customers, using their best efforts to enthusiastically sell their products.

9.Vendors will cooperate with and participate in promotions organized by the Promoter (for example, contributing a reasonable amount of vendor product towards Market customer giveaways) and may be asked to provide information for publicity.

10. If Promoter determines, in its sole discretion, that Vendor is not selling appropriate products, or that Vendor or its employee’s conduct is inappropriate at any point in time, the Promoter may request the Vendor vacate its space immediately. The Vendor agrees to comply with any such request. The Promoter will have the right to prohibit any such Vendor from leasing future space.

11. The Vendor will ensure that the canopy over its space is fully rolled out and securely tied to the framework at a minimum of 6 points (4 corners, 1 center front, and one center back) and will inspect the canopy over its space regularly during the Market Hours to insure that it remains securely tied. The Vendor understands that the canopy may become untied during the course of the market especially on windy or gusty days and Vendor will be especially alert and vigilant at these times. The Vendor will report any defects in the canopy fabric, woodwork, ties and framework to the Promoter immediately. If Promoter advises Vendor that Promoter deems the approaching weather conditions hazardous, Vendor shall untie and roll back the canopy. Vendor understands that severe injury may result if the canopy detaches from the framework and becomes airborne due to high wind and accepts responsibility for any negligence on its part if this occurs. Vendor must roll back their canopy(s) at end of market day.

**I have read, understand and will comply with these Rules and Regulations page 1/2
and with all of the policies and guidelines expressed in this application.
Vendor Applicant Signature: _____ Date: _____**

vendor
applicant
initials

Bensidoun USA, Inc. Midwest Markets – 2010 season Vendor Rules and Regulations page 2/2

12. Vendor acknowledges and agrees that assignment of booth location at each French or Farmers Market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to Vendor of a booth location at a French or Farmers Market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to Vendor on future dates.

13. Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate in a Bensidoun USA, Inc. Market that such vendor has been accepted to; and b) Vendor shall be assessed a \$20.00 cancellation penalty if such vendor fails to provide 24 hour cancellation notice.

14. Vendor certifies that all persons assisting in the Vendor's booth have read and fully understands these rules and regulations and will abide by them.

15. Vendor understands that none of the following conditions guarantees participation by such vendor in a particular market and/or for a particular date or a particular vendor space in a market: 1) the receipt of this application, 2) the acceptance of this application by Bensidoun USA, 3) the designation of eligibility status of a Vendor to participate in the Bensidoun USA, Inc. markets on either a full-time or part-time basis, 4) payment by vendor or 5) prior participation by a Vendor in any market. Bensidoun USA retains the right at any time, including during the operation of a market, to reject participation of a vendor in a market in its sole discretion, and to issue a refund of vendor payment as the vendor's sole remedy. At the sole discretion of Bensidoun USA, any payment received for a particular market may be reallocated by Bensidoun USA to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to any outstanding fees /penalties owed to Bensidoun USA, Inc. by vendor. This application will be used by Bensidoun USA, Inc to assess vendors for their appropriateness and potential eligibility for participation in specific Bensidoun USA Midwest Markets.

16. All decisions regarding the eligibility of a vendor for participation in a particular market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by vendor.

17. Bensidoun USA, Inc. does not guarantee a specific booth location at any market.

18. I agree to abide by the **ADVERTISING POLICY**

Distribution of any form of advertising or business promotion at any Bensidoun USA Inc. French or Farmers Market is strictly prohibited with the following acceptations.

A.) Advertising or Business Promotion is for a Bensidoun USA, Inc Event OR

B.) Advertising or Business promotion is distributed by the vendor listed in the advertising or business promotion and the vendor name, name of business and location of business is identical to the vendor name, name of business and location of business registered with Bensidoun USA, Inc. and no other vendor, group of vendors or event or location that represents or utilizes multiple vendors may be represented in any manner in the advertising or business promotion. OR

C.) Advertising or business promotion has been approved by Bensidoun USA, Inc Midwest market Manager or Senior Executive officer prior to distribution.

Vendors distributing advertising or Business promotion outside of these guidelines will immediately be banned from any future participation in a Bensidoun USA, Inc market.

19. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns.

20. The markets are not to be used as a business expo, downline recruiting event or home party lead generator.

21. Produce vendors must clearly display the origin (State) of all of their products during all market hours and produce must be regional (Illinois and States bordering Illinois) unless prior written approval from Bensidoun USA has been given.

22. Vendors are solely responsible for all payments for confirmed dates

23. A Vendor may not share or sublet its booth(s).

**I have read, understand and will comply with these Rules and Regulations page 2/2
and with all of the policies and guidelines expressed in this application.**

Vendor Applicant Signature: _____ Date: _____

Applications must be mailed to: Leslie Cahill – French Market

131 N. Clinton Unit 1, Chicago, Illinois, 60661 Phone 312.575.0286 FAX 312.575.0295

**February 15, 2011
Village of Sugar Grove
Board Meeting
6:00 P.M.**

President Michels opened the meeting at 5:00 PM and asked that Trustee Johnson lead the Pledge. President Michels then asked that the roll be called.

Present: President Michels, Trustee Montalto, Trustee Johnson, Trustee Renk, Trustee Bohler, and Trustee Geary.

Quorum Established.

Also Present:

Administrator Brent Eichelberger, Chief of Police Brad Sauer, Community Development Director Richard Young, Clerk Cynthia Galbreath, and Director of Public Works Tony Speciale.

PUBLIC HEARINGS

None.

APPOINTMENTS AND PRESENTATIONS

None.

PUBLIC COMMENTS

President Michels called for any public comments on items scheduled for action (as read by President Michels) and any other comments. There were no comments / questions and this portion of the agenda was closed at 6:04 p.m.

CONSENT AGENDA

Trustee Johnson moved **to approve the consent agenda**. Trustee Montalto seconded the motion. President Michels then called for a roll call vote.

- a. Approval: Minutes of the February 8, 2011 Meeting
- b. Approval: Vouchers
- c. Approval: Treasurer's Report
- d. Resolution: Final Acceptance of Arbor Avenue

AYE:	Johnson	NAY:	None	ABSENT:	None
	Montalto				
	Geary				
	Renk				
	Bohler				

Motion Carried.

GENERAL BUSINESS

2011 Farmers Market Discussion

The Board discussed entering into a contract with Bensidoun USA, Inc. for the 2011 Farmers Market. The Board indicated that they felt that the Farmers Market was a valuable community event and should be continued. However, they felt that the contract should only be for one year, should involve no staff time, no storage, no use of grommets in the asphalt and that refuse should be taken away by the vendors with the exception of small amounts such as 3 33 gallon cans. IF the contact can be worked out to have it very similar to the past markets the Board was in favor of it. The Board asked that Mari Johnson and Pat Graceffa work with Brent and Bensidoun USA, Inc.

NEW BUSINESS

The Board approved of holding the first budget workshop on March 1st instead of the proposed date of February 22nd. The Board asked that the Finance Director forward the budget to them for review by 2-22-2011.

REPORTS

Trustee Johnson gave an update on upcoming Chamber events. President Michels stated that McDonalds has closed on their property and should be open this year.

PUBLIC COMMENTS

President Michels called for any public comments. No comments were / questions were asked – public comments closed.

Meeting Adjourned at 6:40 p.m.

Respectfully Submitted, Cynthia L. Galbreath

Memo

To: President Michels and the Board of Trustees
From: Richard Young, Community Development Director
Date: February 11, 2011
Re: Community Development Staff Report

The following are activities and other information coming from the Community Development Department since our last report:

- McDonald's reports that the closing on their site will take place on February 15th.
- There is a bank group looking to purchase the vacated Oak Trust building on Dugan Road, north of Rt 30. They hope to finalize a contract this spring.
- Producers Chemical Company from Batavia plans to purchase the building at 1960 Bucktail Lane and relocate their operation. They are in the due diligence phase of their contract and are evaluating the building modifications and site improvements needed. Fire District Staff and CD Staff have been helping them with this process.
- Molloy Bolz continues to wait on the State for news on an interview date for their Traumatic Brain Injury (TBI) Center licensing. They had been told that it would take place before the end of January however no date has been set.
- Scot Industries continues to review development plans for their proposed 90,000 sq. ft. addition. CD Staff along with the Fire District and EEI have reviewed the limited information that has been provided and responded with comments. This is a major addition to a building that is already one of the largest and older structures in the Village. We have offered to coordinate a meeting with the different entities in order keep this project moving forward. We also put together a meeting for Scot Industries with the Department of Commerce and Economic Opportunity so that they could explore options regarding State programs which include employee income tax rebates.
- Most of the Prairie Glen Subdivision development site is now controlled by the lender which is "THE National Bank". Two different partnerships own 10 of the remaining vacant residential lots, two lots had been sold at auction last year and the commercial tract west of the Fire District is owned by a different partnership. There are 9 residential homes under separate ownership and a model home which has not been sold is owned by the builder. We will be meeting with the bank soon to review the remaining punch list items and their plans for the property.

- CMAP is reviewing our application for planning service help to create a Unified Development Code. Additional information has been requested and provided by CD Staff. We should know before the end of March if our request has been granted.
- Delnor has purchased the site at the northeast corner of Capital and Galena Boulevard. Staff recently met with the Director of Cardiovascular Program Development as they look to make a recommendation to the Hospital Board on the use for this site. With the pending merger with CDH, which will not be completed until April, plans for the site will not be complete until later this spring at the earliest.
- There is now a new date for last week's "snowed out" Land Cap /Coast Oak, meeting regarding Settlers Ridge. Steve, Brent and I will be meeting with their group on February 23rd regarding revisions to the annexation agreement.
- West Suburban Bank has submitted plans and the permit is ready to be picked up for the interior finish of their building within the Landings Subdivision.
- Some properties in Dugan Woods, Black Walnut Trails and a few other areas will be receiving a brochure regarding updated floodplain information. This includes a total of 8 homes in the Village and about 80 other properties such as the Airport, Bliss Creek Golf Course, Rich Harvest Farms and other small ownership sites. The brochure is one component of the Community Rating System (CRS) used by the Insurance Services Organization (ISO) to inform the public about the floodplain in our area. Work has been completed on CRS as an offshoot of the National Flood Insurance Program (NFIP). This program encourages community floodplain management activities that exceed the minimum NFIP requirements. The bottom line is that through these efforts, flood insurance rates can be discounted.
- On January 27th I attended the Healthy Communities Workshop sponsored by Kane County as a part of their annual Smart Growth Series and I also attended the Kendall County Planning Consortium which meets monthly on different topics. Each month a different community hosts the meeting and we will be hosting in May with the topic being Healthy Communities

- Permit Activity for January 2011:

Total January Permits.....	13
January Construction Value.....	\$ 1,380,537.00
January Permit Fees.....	\$ 57,573.00
Total Number of Inspections	50

Village of Sugar Grove
Public Works Department

MEMORANDUM

February 11, 2011

TO: Village President and Board of Trustees

FROM: Anthony Speciale, Public Works Director

RE: **PUBLIC WORKS DEPARTMENT STAFF REPORT**

The following is a short summary of current projects that the Public Works Department is addressing:

Meetings:

On February 7, 2011 I attended a meeting with President Michels, Brent Eichelberger, Justin VanVooren, Mark Bushnell of Trotter and Associates and Steve Andersson to review the status MPRO Drainage Project. The final engineering is nearing completion. There are several details that need to be worked out.

On February 10, 2011 I attended a meeting with Brent Eichelberger, Justin VanVooren, and Steve Andersson, County Commissioner Drew Fraz, Paul Shuck and Ken Nichols from Kane County to review the details of the Bonds for the MPRO Drainage Project.

Streets & Properties:

Snow and Ice Control:

The snow and ice control operations continued with 7 weather warnings and 5 operational events adding an additional 27.5" of snow and ice since our last update. We experienced a full range of weather conditions including a blizzard, 3" an hour snowfall, lightning, freezing fog, and accumulating snow. The operations from the February 1-2, 2011 snow event continued this week with staff hauling snow from the school area, clearing sightlines at intersections and fighting drifting in the open areas. So far, we have seen approximately 61.25" of total snowfall and have used approximately 1,010 tons of salt and 9,120 gallons of calcium chloride this season. The Staff exhibited true dedication and performed extremely well under such severe and extreme conditions of the blizzard.

**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: JUSTIN VANVOOREN, FINANCE DIRECTOR
SUBJECT: MONTHLY TREASURER'S REPORT
AGENDA: FEBRUARY 15, 2011 REGULAR BOARD MEETING
DATE: FEBRUARY 10, 2011

ISSUE

Should the Village Board approve the January 2011 monthly Treasurer's report.

DISCUSSION

The Summarized Revenue & Expense Reports are attached (pages 1 – 7). In addition, the Detailed Revenue & Expense Reports are attached immediately following the Summarized Reports (pages 1 – 19). At January 31, 2011 we are through 9 months of the year (75.0%).

The General Fund revenues and expenditures are at 86.0% and 60.4%, respectively. The main reason revenues are higher than budgeted is due to the timing of receipt of property taxes. Natural gas and telecommunication utility taxes are expected to be lower than budgeted by \$26,000 and \$14,000 respectively; however, sales and electric utility taxes are expected to be higher than budgeted (and offset the above) by \$24,000 and \$15,000, respectively. The main reasons for the expenditures being lower than budgeted are the timing of payments for road salt (\$136,000 or 3.3%) and dispatch services (\$185,000, or 4.4%). The following expenditures have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
01-50-6514	Insurance Premiums	104,563	98,414	94.2%	A
01-51-6102	Salaries- Overtime	56,586	53,651	84.7%	B
01-51-6209	Uniform Allowance	11,200	11,200	100.0%	C
01-53-6405	Repair & Maint.-ROW	15,056	13,602	88.0%	D
01-56-6302	Audit Services	10,700	10,796	100.9%	E
01-56-6309	Other Professional Serv.	4,960	6,005	121.0%	F

A Adm – This is due to the timing of the payment. This is a budgeted item and will not exceed the budgeted amount.

- B Pol – This is due to the Corn Boil, major incidents, and officers out on disability.
- C Pol - This is simply due to the timing of payments for uniform allowance. Payments are made twice a year in May and November.
- D Str – This is due to the timing of pavement markings completion which was a budgeted item.
- E Fin – This is due to the timing of payments which coincide with the filing of the audit. There is no anticipation for this account to be over budget.
- F Fin – This is due to contract negotiations with Mediacom.

Please note engineering invoices are paid approximately 2 months after services are provided. Thus, engineering services accounts in the General Fund, Infrastructure Fund, and Waterworks and Sewerage Fund will reflect a 2 month lag.

The General Capital Projects and Infrastructure Capital Projects Funds revenues are at 69.7% and 31.6%, respectively. The General Capital Project and Infrastructure Capital Project Funds expenditures are at 142.2% and 29.8%, respectively. The expenditures for the General Capital Projects Fund are high due to the costs related to Mallard Point drainage issues. The revenues and expenditures for the Infrastructure Capital Projects Fund are low due to projects not yet being invoiced and/or completed.

The Debt Service Fund revenues are at 79.7% and the expenditures are at 100%. The expenditures are high due to the timing of debt payments throughout the year.

The Waterworks and Sewerage Fund operating revenues and operating expenses are at 69.6% and 47.9%, respectively. The Waterworks and Sewerage Fund operating revenue are still expected to be less than budgeted by approximately \$197,200 and operating expenses are still expected to be more than budgeted by approximately \$50,000, resulting in a \$247,000 decrease in the budgeted surplus for a total deficit of \$246,000. The capital revenues and expenses are at 83.6% and 12.6%, respectively. Capital expenses are low due to projects not starting yet this fiscal year. The following expenses have budget or actual amounts over \$5,000 and are higher than budget by 10% or more:

		<u>Budget</u>	<u>Actual</u>	<u>% Spent</u>	
50-50-6302	Audit Services	10,700	10,796	100.9%	G
50-50-6514	Insurance Premiums	104,563	98,414	94.2%	H
50-50-8003	Debt-Interest	345,083	304,761	88.4%	I
50-59-6313	SCADA Services	4,000	5,226	130.6%	J
50-60-6311	IEPA Water Sampling	10,000	18,636	186.3%	K

- G Adm – This is due to the timing of payments which coincide with the filing of the audit. There is no anticipation for this account to be over budget.
- H Adm – This is due to the timing of the payment. This is a budgeted item and will not exceed the budgeted amount.
- I Adm – This is due to the timing of debt payments. These items are budgeted and there is no anticipation to exceed the budgeted amount.

- J PW Adm – This is due to on-going maintenance of the lift stations and wells systems.
- K Water Op. – This is due to the timing of water sampling requested by the Illinois Environmental Protection Agency.

The Refuse Fund revenues and expenses are at 74.8% and 66.8%, respectively. The expenses are below expectations due to the timing of payments being made to Waste Management.

Staff projected and included 8 residential, 6 commercial, and 308 miscellaneous building permits in the fiscal year 2010-2011 budget approved by the Village Board, which we will track throughout the fiscal year and report on. As of February 10, 2011, 0 of the residential, 2 of the commercial, and 223 of the miscellaneous building permits have been issued. The following accounts will be included in each Treasurer’s Report to reflect the revenues from building activity:

	<u>Budget</u>	<u>Actual</u>	<u>% Earned</u>
01-00-3310 Building Permits	47,900	28,627	59.8%
01-00-3320 Cert of Occupancy Fees	1,400	1,895	135.3%
01-00-3330 Plan Review Fees	3,080	2,953	95.9%
01-00-3340 Reinspection Fees	3,161	1,750	55.4%
01-00-3350 Transition Fees	0	0	0.0%
01-00-3740 Zoning and Filing Fees	5,500	750	13.7%
01-00-3760 Review and Dev. Fees	170,120	55,916	32.9%
30-00-3850 Improvement Donations	0	0	0.0%
30-00-3851 Emerg. Warn Device Fee	0	0	0.0%
30-00-3852 Life Safety-Police	800	988	123.4%
30-00-3853 Life Safety-Streets	800	988	123.4%
30-00-3856 Commercial Fee	0	0	0.0%
35-00-3854 Traffic Pre-emption Donate	0	0	0.0%
35-00-3855 Road Impact Fee	32,600	0	0.0%
50-00-3310 Meter Reinspections	175	160	91.5%
50-00-3670 Meter Sales	3,560	2,722	76.5%
50-01-3651 Water Tap-On Fees	48,523	14,503	29.9%
50-01-3652 Sewer Tap-On Fees	4,720	2,058	43.6%

COST

There are no direct costs associated with the monthly Treasurer’s report.

RECOMMENDATION

That the Board approve the January 2011 monthly Treasurer’s reports