



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

Trustees
Morris Bartlett
Robert "Bob" Jarecki
Martin O'Connell
Oronzo Peconio
JoEllen Ridder
Henry Wesseler

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, June 14, 2011

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. *Motion to Appoint Deputy Village Clerk, Corey Williamsen as Acting Village Clerk for the Village of Bensenville*
- V. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- VI. APPROVAL OF MINUTES
May 24, 2011- Board of Trustees
- VII. WARRANT – June 14, 2011 #11/12 - \$612,190.31
- VIII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- IX. **REPORTS OF STANDING COMMITTEES**
 - A. Community and Economic Development Committee – No Report
 - B. Infrastructure and Environment Committee
 1. *Resolution Authorizing the Approval of Amendment #1 to the Design Engineering Services Contract With Bollinger Lach and Associates, Inc. for the Jefferson Street Sidewalk Project in the amount of \$5,033, for an Amended Contract Amount of \$19,933*
 2. *Limited Area Groundwater Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method in a Designated Area in and Around 101 West Irving Park Road of the Village of Bensenville, Illinois*
 3. *Limited Area Groundwater Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or Use of Potable Water Supply Wells or by Any Other Method in a Designated*

Area in and Around 4 West Irving Park Road of the Village of Bensenville, Illinois

C. Administration, Finance and Legislation Committee

1. *Ordinance Authorizing and Providing for the Issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the Purpose of Financing Capital Improvements in Certain Redevelopment Project Areas Heretofore Designated by the Village, Prescribing the Details of Said Bonds and providing for the Imposition of Taxes Sufficient to Pay the Same and for the Collection, Segregation and Application of Certain Village Revenues to Pay Said Bonds*
2. *Resolution Authorizing the Execution of an Amendment to the Intergovernmental Agreement with the City of Chicago for the O'Hare Noise Compatibility Commission*

D. Public Safety Committee – No Report

E. Recreation and Community Building Committee

1. *Resolution Amending the Non-Exclusive License Agreement with Robert Morris University: Redmond Soccer Facility*
2. *Resolution Authorizing the Village Manager to Execute an Agreement with M-C Sport Systems, Inc. for Removal of Turf and Preparation of Base for Replacement at Redmond Soccer Facility*
3. *Resolution Authorizing the Village Manager to Execute a Sales Agreement with Fieldturf USA, Inc. to Supply and Install Replacement Artificial Turf in Redmond Soccer Facility*

F. Technology Committee

1. *Resolution Authorizing the Execution of an Agreement with Tyler Technologies for Munis Inventory and Work Orders, Fleet & Facilities Management*

X. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

1. *Proclamation Honoring Veterans During "Welcome Home Week 2011"*
2. *Resolution Honoring Ray Soden*

B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

- A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]
- B. Personnel [5 ILCS 120/2(C)(1)]
- C. Collective Bargaining [5 ILCS 120/2 (C)(2)]
- D. Property Acquisition [5 ILCS 120/2(C)(5)]
- E. Litigation [5 ILCS 120/2(C)(11)]

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

XV. ADJOURNMENT

Please Note - The Village of Bensenville is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Village Hall (630-766-8200) at least 3 days prior to the meeting to allow the Village of Bensenville to make reasonable accommodations for those persons.

TYPE: Motion **SUBMITTED BY:** Village Manager **DATE:** June 9, 2011

DESCRIPTION: Appointment of an Acting Village Clerk.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE/BOARD ACTION:

DATE:

BACKGROUND:

The Village Clerk was recently elected to the position of Village Trustee, leaving the Clerk position vacant. State Statute requires the corporate authority to appoint an Acting Village Clerk during the interim period. This is particularly important given the pending bond issue for the Northern Business District Reconstruction project.

KEY ISSUES:

Deputy Village Clerk Corey Williamsen is qualified to be appointed as the Acting Village Clerk pending a permanent appointment by President Soto.

ALTERNATIVES:

1. Motion to appoint Deputy Village Clerk Corey Williamsen as Acting Village Clerk.
3. Direction of the Board.

RECOMMENDATION: Staff recommends approval of a motion appointing Corey Williamsen as Acting Village Clerk.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approve a motion to appoint Deputy Village Clerk Corey Williamsen to the position of Acting Village Clerk.

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
May 24, 2011

CALL TO ORDER: 1. President Soto called the meeting to order at 6:35 p.m.

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

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

Absent: None

A quorum was present.

PUBLIC HEARING: 3. President Soto called the public hearing concerning the intent of the Corporate Authorities to sell not to exceed \$19,500,000 general obligation bonds (alternate revenue source) to finance improvements on certain tax financing district to order at 6:37p.m.

President Soto read an opening statement relative to the procedures and actions taken prior to the Public Hearing.

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

President Soto asked if there was any discussion from the Village Board. There were none.

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

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

NAYS: None

Motion carried.

President Soto adjourned the public hearing at 6:40 p.m.

**PUBLIC
COMMENT:**

John Cwiak – 229 S. Center Street

Mr. Cwiak addressed the Village Board asking for their plans regarding helping to alleviate the flooding on Center Street. Director of Public Works, Joe Caracci, was directed to meet with Mr. Cwiak regarding the issue.

**APPROVAL OF
MINUTES:**

4. The May 17, 2011 Special Village Board Meeting Minutes were presented.

Motion:

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

All were in favor.

Motion carried.

WARRANT NO.

11/11:

5. President Soto presented **Warrant No. 11/11** in the amount of \$2,426,806.88.

Motion:

Trustee Peconio made a motion to approve the warrant as presented. Trustee Bartlett seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Motion:

6. Trustee O'Connell made a motion to set the Consent Agenda as presented. Trustee Ridder seconded the motion.

All were in favor.

Motion carried.

**Resolution No.
R-56-2010:**

**A Resolution Authorizing the Execution of a Contract for
Elevator Plan Review and Inspectional Service with Thompson
Elevator Services, Inc. (Consent Agenda)**

Ordinance No.

38-2010:

An Ordinance Amending Elevator Inspection and Plan Review Fees. (Consent Agenda)

Resolution No.

R-57-2010:

A Resolution Authorizing the Execution of a Institutional Account Agreement with PMA Financial Network, Inc., and an Institutional Brokerage Account Agreement with PMA Securities, Inc., and to authorize the Treasurer and Certain Other Employees to Invest and Withdraw Funds and Execute Documents Relative Thereto. (Consent Agenda)

Resolution No.

R-58-2010:

A Resolution Authorizing the Execution of a Purchase Order and Design/Build contract for SCADA System Implementation to Kamp Synergy, LLC. (Consent Agenda)

Resolution No.

R-59-2010:

A Resolution Authorizing the Execution of a Purchase Order and Construction Contract for the Northern Business District Reconstruction Project to the Joint Venture of A-Lamp Concrete Contractors, Inc./John Neri Construction Company, Inc. (Consent Agenda)

Resolution No.

R-60-2010:

A Resolution Authorizing the Execution of a Temporary and Permanent Easements Associated with the Northern Business District Reconstruction Project. (Consent Agenda)

Motion:

Trustee Bartlett made a motion to approve the Consent Agenda as presented. Trustee Jarecki seconded the motion.

ROLL CALL:

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

NAYS: None

Motion carried.

Resolution No.

R-61-2011:

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-61-2011** entitled **A Resolution Authorizing the Application to Apply for the Regional Transportation Authority TOD Implementation Technical Assistance Program.**

Motion:

Trustee Wesseler made a motion to approve the resolution as presented. Trustee O'Connell seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

Motion:

Trustee O'Connell made a motion to approve a policy relative to Elected Officials participation in Civic/Service Originations. The motion will allow the Village to pay for membership dues. Trustee Bartlett seconded the motion.

ROLL CALL:

AYES: Jarecki, O'Connell, Ridder, President Soto

NAYS: Bartlett, Peconio, Wesseler

Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto read a proclamation into the record in recognition of Police Officer Thomas James who recently retired.

President Soto read a proclamation into the record in recognition of Memorial Day.

**MANAGERS
REPORT:**

In absence of Village Manager, Michael Cassady, Director of Human Resources, Gary Ferguson, stated that flags at Village Facilities will be at half-staff sunrise May 25th through sunset on May 27th in recognition of Illinois Fallen as ordered by Governor Quinn's Office.

Minutes of the Village Board Meeting
May 24, 2011 Page 5

NEW BUSINESS: Trustee Wesseler encourages all Bensenville Residents to attend the Memorial Day Parade in Wood Dale.

Trustee Bartlett encourages all Bensenville Residents to thank a Veteran on Memorial Day.

Trustee Ridder shared a plaque received by the Village for their participation in the 2010 Census. Trustee Ridder thanked all Bensenville Residents and staff for their work in helping the Village to obtain most accurate number they could.

Trustee Wesseler addressed Staff in regards to a tree at 909 Brook Wood Street. Village Staff is aware of the issue and is working to resolve the issue as quickly as possible.

ADJOURNMENT: Trustee Ridder made a motion to adjourn the meeting. Trustee Wesseler seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:03 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this _____ day, June 2011

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 06/01/2011

DESCRIPTION: Resolution to approve Amendment #1 to a contract with Bollinger Lach and Associates to perform engineering design services for the Jefferson Street Sidewalk Project

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I&E

DATE: 06/14/2011

BACKGROUND: In January 2009, the Village applied for a Congestion Mitigation and Air Quality (CMAQ) grant for sidewalk improvements along Jefferson Street between York Road and Evergreen Street. The improvements include the addition of additional and replacement of 3,200 linear feet of new sidewalk along both the north and south sides of Jefferson Street and ADA detectable warning tiles and ramps. The project cost is estimated at \$324,000, which includes both construction and engineering. The Chicago Metropolitan Agency for Planning (CMAP) Board informed the Village that they have included this project in their FY2011 program. The Federal grant portion of the project totals 80% or \$259,200 and the Village share would equal \$64,800 (20%). An engineering contract with Bollinger Lach & Associates (BLA) was approved at the February 22, 2011 Village Board Meeting to provide design engineering services on the project in the amount of \$14,900.

KEY ISSUES: At a project kickoff meeting, we were able to convince IDOT and CMAP to extend the logical terminus of the project from Evergreen Street to the culvert just south of the Edge facility. This logical terminus would connect the proposed sidewalk to an existing sidewalk on the south side of the roadway without having to cut into the inner pedestrian path. CMAP agreed to allow the extension in limits, but not an increase in funding.

In order to provide engineering services for this nearly 1,000 foot extension, BLA has asked for additional compensation to account for additional survey (\$1,841) and engineering necessary to extend the scope of this project (\$3,191). The total request is \$5,033. This amendment would bring the contract total to \$19,933.

ALTERNATIVES: Terminate the project at Evergreen.

RECOMMENDATION: Staff recommends approval of the contract amendment in the amount of \$5,033, bringing the contract total to \$19,933.

BUDGET IMPACT: This item is budgeted in the FY2011 budget and still below the budget estimate of \$27,000.

ACTION REQUIRED: A Resolution authorizing the Approval of Amendment #1 to the Design Engineering Services Contract with Bollinger Lach and Associates, Inc. for the Jefferson Street Sidewalk Project in the amount of \$5,033, for an amended contract amount of \$19,933.



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-22

Date: May 31, 2011
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Jefferson Street Sidewalk – Design Amendment #1

In January 2009, the Village applied for a Congestion Mitigation and Air Quality (CMAQ) grant for sidewalk improvements along Jefferson Street between York Road and Evergreen Street. The improvements include the addition of additional and replacement of 3,200 linear feet of new sidewalk along both the north and south sides of Jefferson Street and ADA detectable warning tiles and ramps. The project cost is estimated at \$324,000, which includes both construction and engineering. The Chicago Metropolitan Agency for Planning (CMAP) Board informed the Village that they have included this project in their FY2011 program. The Federal grant portion of the project totals 80% or \$259,200 and the Village share would equal \$64,800 (20%).

At the February 22, 2011 Village Board Meeting a contract was approved with Bollinger Lach and Associates (BLA) for the design of the Jefferson Street Sidewalk Project in the amount of \$14,900. The project design was held up until a project kickoff meeting could be performed – a requirement of the grant. This meeting was held on May 12 at the IDOT offices.

At the kickoff meeting, we were able to convince IDOT and CMAP to extend the logical terminus of the project from Evergreen to the culvert just south of the Edge facility. This logical terminus would connect the proposed sidewalk to an existing sidewalk on the south side of the roadway without having to cut into the inner pedestrian path. CMAP agreed to allow the extension in limits, but not an increase in funding.

In order to provide engineering services for this nearly 1,000 foot extension, BLA has asked for additional compensation to account for additional survey (\$1,841) and engineering necessary to extend the scope of this project (\$3,191). The total request is \$5,033.

We are hopeful that the construction bids (expected to be on the November 2011 IDOT letting) are favorable and the entire project limits will fall within the grant maximum. If the costs exceed the grant funding, the Village would be required to support the additional costs.

Funding for the engineering does qualify under the grant, however, due to the timing and schedule of the project, we requested that all grant funds be put into the construction phase and that the Village will pay for engineering services. The original approved design engineering estimate was \$27,000. With the proposed amendment to the design contract, the new design contract would total \$19,933. The funding table is as follows:

	Design Engineering	Construction	Total
Original CMAP Funding (80%)	\$21,600	\$237,600	\$259,00
Original Village Funding (20%)	\$5,400	\$59,400	\$64,800
Original Total Funding (100%)	\$27,000	\$297,000	\$324,000
Modified CMAP Funding	\$0	\$259,200	\$259,00
Modified Village Funding	\$27,000	\$37,800	\$64,800
Modified Total Funding	\$27,000	\$297,000	\$324,000

BLA has moved forward with survey and preliminary design at this time. The current schedule requires pre-final plan submittal to IDOT by mid-July. We are currently aiming for a November 2011 IDOT letting and construction likely in early 2012.

It is my recommendation to move forward with amendment #1 to the engineering design contract in the amount of \$5,033, bringing the total design contract to \$19,933.

Enc. BLA Amendment #1 Proposal

Resolution No.

**Authorizing the Approval of Amendment #1 to the Design Engineering Services
Contract with Bollinger, Lach and Associates, Inc.
for the Jefferson Street Sidewalk Project
in the amount of \$5,033, for an amended contract amount of \$19,933**

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

THAT the Village Board authorizes the Village Manager to execute the necessary documents associated with Amendment #1 to the design engineering services contract with Bollinger, Lach & Associates, Inc. of Itasca, IL for additional engineering design services for sidewalk improvements on Jefferson Street between York Road and Evergreen Street in an amount of \$5,033, for an amended contract amount of \$19,933.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2011.

APPROVED:

Frank Soto
Village President

ATTEST:

Village Clerk

AYES: _____

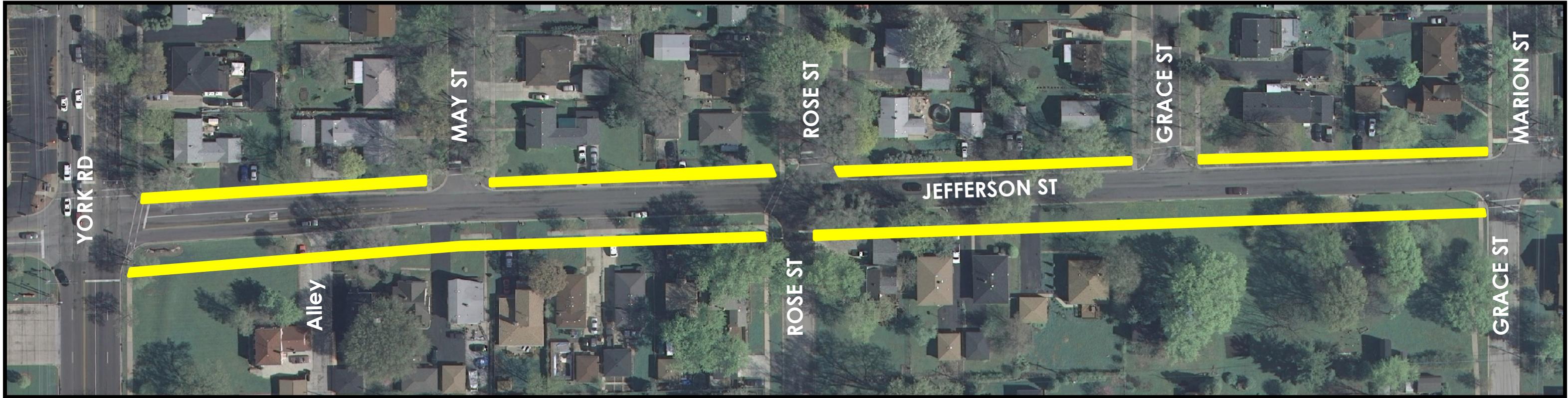
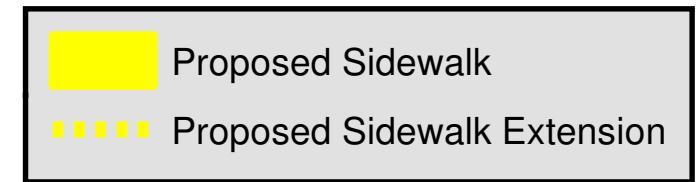
NAYS: _____

ABSENT: _____

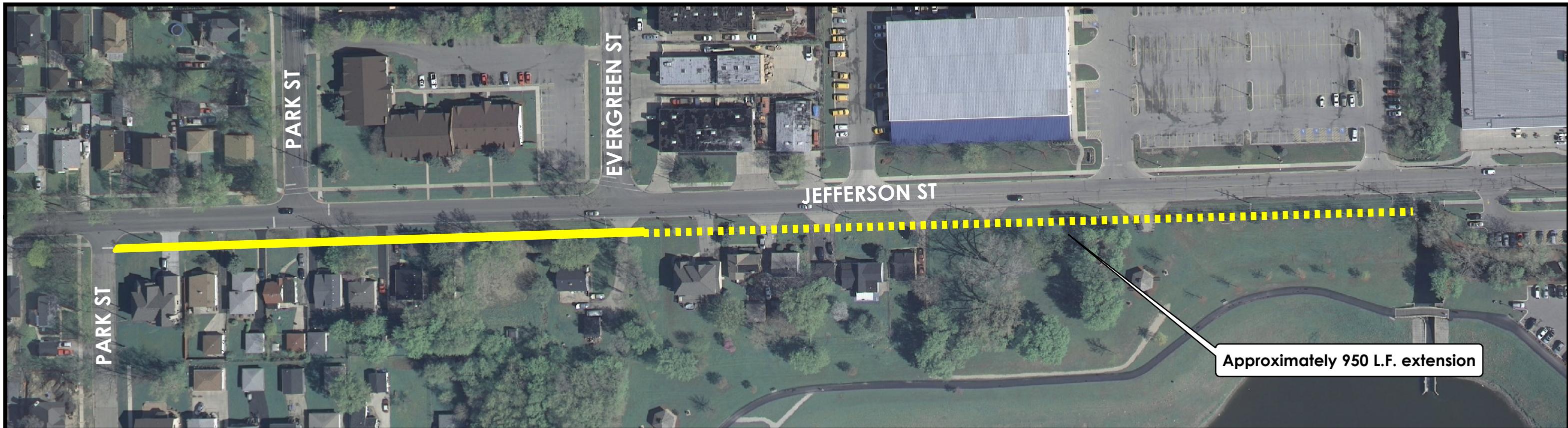


Jefferson Street Sidewalk Improvements

West Section



East Section



TYPE: Ordinance SUBMITTED BY: Joe Caracci DATE: 06/01/2011

DESCRIPTION: Ordinance prohibiting the use of groundwater as a potable water supply in a designated area in and around 101 W. Irving Park Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I&E

DATE: 06/14/2011

BACKGROUND: It is not uncommon for certain commercial / industrial properties to request that municipalities incorporate, via Ordinance, groundwater restrictions due to the potential of certain chemical constituents getting into the soils. These Groundwater Ordinances typically restrict potentially affected areas from drilling wells for the purpose of supplying potable water to the property. The establishment of the Groundwater Ordinance is considered a public safety means to limit potential threats to human health that these constituents may cause.

Most requests come from gas service stations that possess the potential of leaking underground storage tanks (LUST). As stations change hands or are redeveloped, the Illinois Environmental Protection Agency (IEPA) will typically require certain groundwater tests be performed that model the potential groundwater impacts. The results of these tests will identify those properties that may be subject to contaminated soils. These tests are part of the process required in order for a property owner to obtain a No Further Remediation (NFR) letter from the IEPA. The IEPA requires that property owners located within the potential groundwater plume must be restricted from installing water wells for potable consumption to eliminate the groundwater ingestion exposure route.

KEY ISSUES: The property owner at 101 West Irving Park Road (Citgo Station) has requested that the Village of Bensenville implement a Local Groundwater Ordinance prohibiting the installation of water wells for potable consumption within a specified impact area. The area affected is rather large in size, however, per Section 8-7-5G of the Village Code, all properties within the affected areas would be restricted from drilling wells for potable use as Village owned water is available within 200 feet of each parcel.

ALTERNATIVES: Village Board discretion

RECOMMENDATION: Staff recommends the approval of the Groundwater Ordinance.

BUDGET IMPACT: None

ACTION REQUIRED: Approval of a Limited Area Groundwater Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or use of Potable Water Supply Wells or by any other method in a Designated Area in and around 101 W. Irving Park Road of the Village of Bensenville, Illinois



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-21

Date: May 31, 2011
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Groundwater Ordinances – 4 West Irving Park Road and 101 West Irving Park Road

It is not uncommon for certain commercial / industrial properties to request that municipalities incorporate, via Ordinance, groundwater restrictions due to the potential of certain chemical constituents getting into the soils. These Groundwater Ordinances typically restrict potentially affected areas from drilling wells for the purpose of supplying potable water to the property. The establishment of the Groundwater Ordinance is considered a public safety means to limit potential threats to human health that these constituents may cause.

Most requests come from gas service stations that possess the potential of leaking underground storage tanks (LUST). As stations change hands or are redeveloped, the Illinois Environmental Protection Agency (IEPA) will typically require certain groundwater tests be performed that model the potential groundwater impacts. The results of these tests will identify those properties that may be subject to contaminated soils. These tests are part of the process required in order for a property owner to obtain a No Further Remediation (NFR) letter from the IEPA. The IEPA requires that property owners located within the potential groundwater plume must be restricted from installing water wells for potable consumption to eliminate the groundwater ingestion exposure route.

Although the Village Code (Section 8-7-5G) currently restricts the drilling of wells for potable water within 200 feet of an existing Village owned water main, this did not meet the specific requirements of IEPA.

Two property owners have requested that the Village of Bensenville implement a Local Groundwater Ordinance prohibiting the installation of water wells for potable consumption within a specified impact area. These properties are 4 West Irving Park Road (Shell Station) and 101 West Irving Park Road (Citgo Station). The areas affected are rather large in size, however, per Section 8-7-5G of the Village Code, all properties within the affected areas would be

restricted from drilling wells for potable use as Village owned water is available within 200 feet of each parcel.

The two attached ordinances are rather standard in form and content for Groundwater Ordinances. I therefore recommend passage at our next Village Board Meeting.

Enc. Groundwater Ordinance – 4 West Irving Park Road
Groundwater Ordinance – 101 West Irving Park Road

Cc: Scott Viger, Director of Community & Economic Development

ORDINANCE NUMBER _____

**LIMITED AREA GROUNDWATER ORDINANCE PROHIBITING THE USE OF
GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION
OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER
METHOD IN A DESIGNATED AREA IN AND AROUND 101 WEST IRVING
PARK ROAD OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

WHEREAS, certain properties in the Village of Bensenville, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village of Bensenville may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village of Bensenville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents within the area depicted in Exhibit A attached hereto and made a part hereof which is adjacent to certain property commonly known as 101 West Irving Park Road in the Village of Bensenville which is legally described on Exhibit B which is attached hereto and incorporated by reference herein; and

WHEREAS, the area which is depicted on Exhibit A is described on Exhibit C attached hereto and made a part hereof,

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

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

SECTION TWO: The Village regulates the use of groundwater as a potable water supply as follows:

1. Use of Groundwater as a Potable Water Supply Prohibited. The use or attempt to use as a potable water supply groundwater from within the corporate limits of the Village of Bensenville within that area depicted on Exhibit A and legally described in Exhibit C, which is adjacent to the property located at 101 West Irving Park Road, Bensenville, Illinois which is legally described on Exhibit B as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Bensenville.
2. Penalties. Any person violating the provisions of this ordinance shall be subject to a fine of up to Seven Hundred Fifty 00/100 Dollars (\$750.00) for each violation.
3. Definitions. "Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns. "Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.
4. Severability. If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall

not affect the validity of the ordinance as a whole or of any portion not adjudicated invalid.

SECTION THREE: That the Village Clerk of the Village be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____day of June, 2011.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

EXHIBIT A
MAP OF AFFECTED AREA

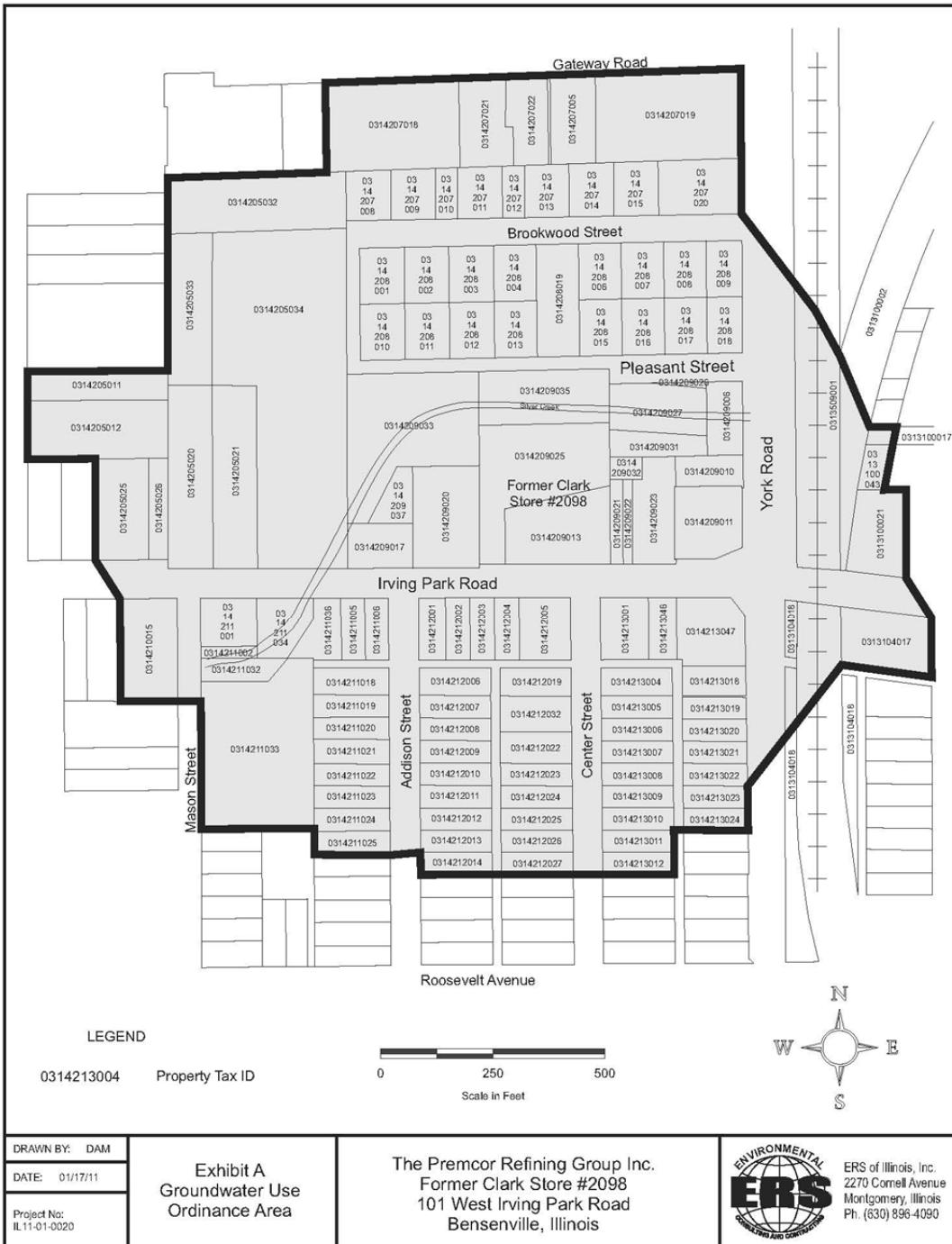


EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY KNOWN AS
101 WEST IRVING PARK ROAD

THAT PART OF LOT 3 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT, 30.0 FEET NORTH OF SOUTHEAST CORNER OF SAID LOT; THENCE NORTH ON SAID EAST LINE FOR A DISTANCE OF 175.0 FEET; THENCE WESTERLY ON A LINE MAKING AN ANGLE OF 106 DEGREES 00 MINUTES TO THE LEFT OF THE PRECEDING COURSE FOR A DISTANCE OF 80.0 FEET; THENCE WESTERLY ON A LINE MAKING AN ANGLE OF 4 DEGREES 13 MINUTES TO THE RIGHT OF THE PRECEDING COURSE FOR A DISTANCE OF 158.35 FEET; THENCE SOUTHERLY PARALLEL TO THE EAST LINE OF SAID LOT FOR A DISTANCE OF 121.0 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF IRVING PARK BOULEVARD; THENCE EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE 232.0 FEET TO THE PLACE OF BEGINNING; (EXCEPT THAT PART OF SAID LOT 3 LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT, 40.176 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE EASTERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES 54 MINUTES 35 SECONDS FROM NORTH TO EAST WITH THE WEST LINE OF SAID LOT A DISTANCE OF 255.28 FEET; THENCE EASTERLY ALONG THE ARC OF A CIRCLE OF A 5769.65 FOOT RADIUS, CONVEX NORtherLY AND TANGENT TO THE LAST DESCRIBED LINE, 33.415 FEET TO A POINT ON THE EAST LINE OF SAID LOT, 40.205 FEET NORTH OF THE SOUTHEAST CORNER THEREOF), IN C.A. FRANZEN'S SUBDIVISION OF THE EAST 20.15 CHAINS (1329.9 FEET) OF THAT PART OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF IRVING PARK BOULEVARD, AND SOUTH OF THE NORTH 461.77 FEET THEREOF, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 11, 1919 AS DOCUMENT 139197, IN DUPAGE COUNTY, ILLINOIS.

Tax Parcel ID No(s). 03-14-209-013 & 03-14-209-025
Address: 101 West Irving Park Road, Bensenville, Illinois

EXHIBIT C
LEGAL DESCRIPTION OF AREA
SUBJECT TO RESTRICTION

Those properties which are within an area described as follows:

Commencing at the southwest corner of the intersection of Gateway Road and York Road; thence West for a distance of 970 feet to the Northwest Corner of Parcel 03-14-207-018; thence South a distance of 200 feet to the Southwest Corner of Parcel 03-14-207-018; thence West for a distance of 370 feet to the Northwest Corner of Parcel 03-14-205-032; thence South for a distance of 450 feet to the Northeast Corner of Parcel 03-14-204-011; thence West for a distance of 320 feet to the Northwest Corner of Parcel 03-14-204-011; thence South for a distance of 200 feet to the Southwest Corner of Parcel 03-14-205-012; thence East for a distance of 150 feet to the Northwest Corner of Parcel 03-14-205-025; thence South for a distance of 570 feet crossing Irving Park Road to the Southwest Corner of Parcel 03-14-210-015; thence East for a distance of 180 feet, crossing Mason Street to the Northwest Corner of Parcel 03-14-211-033; thence South for a distance of 340 feet to the Southwest Corner of Parcel 03-14-211-033; thence East for a distance of 260 feet to the Southeast Corner of Parcel 03-14-211-033; thence South for a distance of 50 feet to the Southwest Corner of Parcel 03-14-211-025; thence East a distance of 250 feet, crossing Addison Street to the Northwest Corner of Parcel 03-14-212-014; thence South for a distance of 50 feet to the Southwest Corner of Parcel 03-14-212-014; thence East for a distance of 600 feet, crossing Center Street to the Southeast Corner of Parcel 03-14-213-012; thence North for a distance of 100 feet to the Northeast Corner of Parcel 03-14-213-011; thence East for a distance of 180 feet to the Southeast Corner of Parcel 03-14-213-024; thence North for a distance of 380 feet to the Southeast Corner of Parcel 03-14-213-047; thence East for a distance of 440 feet, crossing York Road to the Southeast Corner of Parcel 03-13-104-017; thence North for a distance of 1,400 feet, crossing Irving Park Road and bisecting Parcels 03-13-100-021, 03-13-100-017 and 03-13-100-002; thence West a distance of 500 feet, crossing York Road to the Northeast Corner of Parcel 03-14-207-019, the point of origin.

Parcels included within the restriction are noted below:

03-13-104-017/018

03-13-100-002/017/021/043

03-13-509-001

03-14-205-011/012/020/021/025/026/032/033/034

03-14-207-005/008/009/010/011/012/013/014/015/018/019/020/021/022

03-14-208-001/002/003/004/006/007/008/009/010/011/012/013/015/016/017/018/019

03-14-209-006/010/011/013/017/020/021/022/023/025/026/027/031/032/033/035/037

03-14-210-015

03-14-211-001/002/005/006/018/019/020/021/022/023/024/025/032/033/034/036

03-14-212-001/002/003/004/005/006/007/008/009/010/011/012/013/014/019/022/023
024/025/026/027/032

03-14-213-001/004/005/006/007/008/009/010/011/012/018/019/020/021/022/023/024
046/047

TYPE: Ordinance SUBMITTED BY: Joe Caracci DATE: 06/01/2011

DESCRIPTION: Ordinance prohibiting the use of groundwater as a potable water supply in a designated area in and around 4 W. Irving Park Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I&E

DATE: 06/14/2011

BACKGROUND: It is not uncommon for certain commercial / industrial properties to request that municipalities incorporate, via Ordinance, groundwater restrictions due to the potential of certain chemical constituents getting into the soils. These Groundwater Ordinances typically restrict potentially affected areas from drilling wells for the purpose of supplying potable water to the property. The establishment of the Groundwater Ordinance is considered a public safety means to limit potential threats to human health that these constituents may cause.

Most requests come from gas service stations that possess the potential of leaking underground storage tanks (LUST). As stations change hands or are redeveloped, the Illinois Environmental Protection Agency (IEPA) will typically require certain groundwater tests be performed that model the potential groundwater impacts. The results of these tests will identify those properties that may be subject to contaminated soils. These tests are part of the process required in order for a property owner to obtain a No Further Remediation (NFR) letter from the IEPA. The IEPA requires that property owners located within the potential groundwater plume must be restricted from installing water wells for potable consumption to eliminate the groundwater ingestion exposure route.

KEY ISSUES: The property owner at 4 West Irving Park Road (Shell Station) has requested that the Village of Bensenville implement a Local Groundwater Ordinance prohibiting the installation of water wells for potable consumption within a specified impact area. The area affected is rather large in size, however, per Section 8-7-5G of the Village Code, all properties within the affected areas would be restricted from drilling wells for potable use as Village owned water is available within 200 feet of each parcel.

ALTERNATIVES: Village Board discretion

RECOMMENDATION: Staff recommends the approval of the Groundwater Ordinance.

BUDGET IMPACT: None

ACTION REQUIRED: Approval of a Limited Area Groundwater Ordinance Prohibiting the Use of Groundwater as a Potable Water Supply by the Installation or use of Potable Water Supply Wells or by any other method in a Designated Area in and around 4 W. Irving Park Road of the Village of Bensenville, Illinois



Village of Bensenville Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-21

Date: May 31, 2011
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Groundwater Ordinances – 4 West Irving Park Road and 101 West Irving Park Road

It is not uncommon for certain commercial / industrial properties to request that municipalities incorporate, via Ordinance, groundwater restrictions due to the potential of certain chemical constituents getting into the soils. These Groundwater Ordinances typically restrict potentially affected areas from drilling wells for the purpose of supplying potable water to the property. The establishment of the Groundwater Ordinance is considered a public safety means to limit potential threats to human health that these constituents may cause.

Most requests come from gas service stations that possess the potential of leaking underground storage tanks (LUST). As stations change hands or are redeveloped, the Illinois Environmental Protection Agency (IEPA) will typically require certain groundwater tests be performed that model the potential groundwater impacts. The results of these tests will identify those properties that may be subject to contaminated soils. These tests are part of the process required in order for a property owner to obtain a No Further Remediation (NFR) letter from the IEPA. The IEPA requires that property owners located within the potential groundwater plume must be restricted from installing water wells for potable consumption to eliminate the groundwater ingestion exposure route.

Although the Village Code (Section 8-7-5G) currently restricts the drilling of wells for potable water within 200 feet of an existing Village owned water main, this did not meet the specific requirements of IEPA.

Two property owners have requested that the Village of Bensenville implement a Local Groundwater Ordinance prohibiting the installation of water wells for potable consumption within a specified impact area. These properties are 4 West Irving Park Road (Shell Station) and 101 West Irving Park Road (Citgo Station). The areas affected are rather large in size, however, per Section 8-7-5G of the Village Code, all properties within the affected areas would be

restricted from drilling wells for potable use as Village owned water is available within 200 feet of each parcel.

The two attached ordinances are rather standard in form and content for Groundwater Ordinances. I therefore recommend passage at our next Village Board Meeting.

Enc. Groundwater Ordinance – 4 West Irving Park Road
Groundwater Ordinance – 101 West Irving Park Road

Cc: Scott Viger, Director of Community & Economic Development

ORDINANCE NUMBER _____

**LIMITED AREA GROUNDWATER ORDINANCE PROHIBITING THE USE OF
GROUNDWATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION
OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER
METHOD IN A DESIGNATED AREA IN AND AROUND 4 W. IRVING PARK
ROAD OF THE VILLAGE OF BENSENVILLE, ILLINOIS**

WHEREAS, certain properties in the Village of Bensenville, Illinois have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the Village of Bensenville may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier I remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the Village of Bensenville desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents within the area depicted in Exhibit A attached hereto and made a part hereof which is adjacent to certain property located at the Southwest corner of Irving Park and York Roads and commonly known as 4 W. Irving Park Rd. in the Village of Bensenville which is legally described on Exhibit B which is attached hereto and incorporated by reference herein; and

WHEREAS, the area which is depicted on Exhibit A is described on Exhibit C attached hereto and made a part hereof,

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

assembled at a regular meeting, as follows:

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

SECTION TWO: The Village regulates the use of groundwater as a potable water supply as follows:

1. Use of Groundwater as a Potable Water Supply Prohibited. The use or attempt to use as a potable water supply groundwater from within the corporate limits of the Village of Bensenville within that area depicted on Exhibit A and legally described in Exhibit C, which is adjacent to the property located at 4 W. Irving Park Road, Bensenville, Illinois which is legally described on Exhibit B as a potable water supply, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes the Village of Bensenville.
2. Penalties. Any person violating the provisions of this ordinance shall be subject to a fine of up to Seven Hundred Fifty 00/100 Dollars (\$750.00) for each violation.
3. Definitions. "Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns. "Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.
4. Severability. If any provision of this ordinance or its application to any

person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudicated invalid.

SECTION THREE: That the Village Clerk of the Village be and is directed hereby to publish this Ordinance in pamphlet form, pursuant to the statutes of the State of Illinois.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ___day of June, 2011.

Frank Soto, Village President

ATTEST:

Jo Ellen Ridder, Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

EXHIBIT A
MAP OF AFFECTED AREA

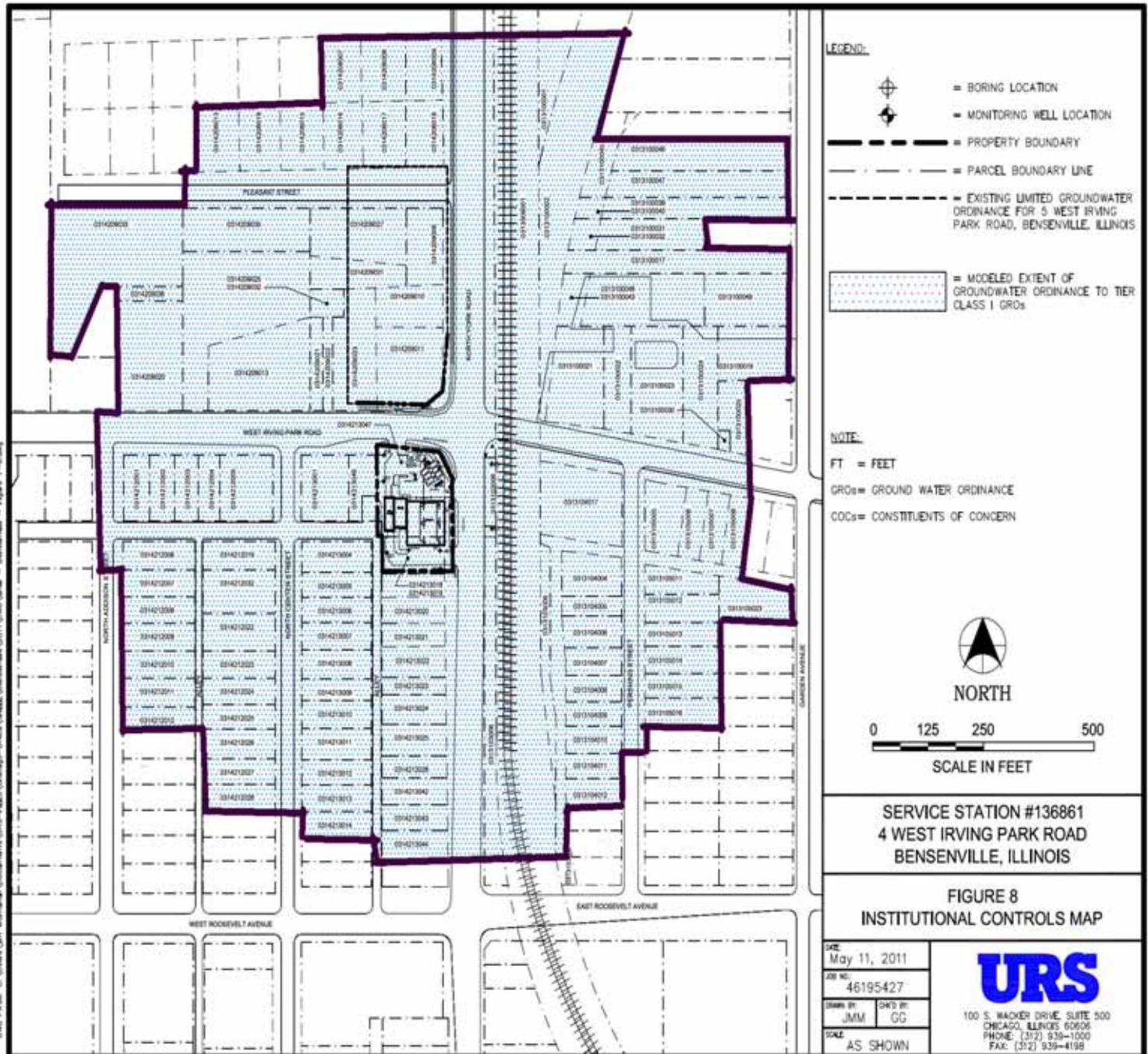


EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY KNOWN AS
4 W. IRVING PARK

PARCEL 1:

LOTS 1 AND 30 IN BLOCK 1 IN HOMESTEAD, BENSENVILLE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM THE ABOVE DESCRIBED LOTS THAT PART OF SAID LOT 30 LYING EAST OF A LINE 40 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 14, AND EXCEPTING FROM SAID LOT 1 THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, 7.05 FEET TO A POINT ON A LINE 40.0 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14; THENCE NORTH ALONG SAID PARALLEL LINE 110.192 FEET; THENCE NORTH 39 DEGREES 05 MINUTES 57 SECONDS WEST, 57.273 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 5,689.65 FEET, CCNVEX TO THENORTH A DISTANCE OF 141.65 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, 6.98 FEET SOUTH CF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH ALONG SAID WEST LINE 6.98 FEET TO SAID NORTHWEST CORNER OF LOT 1; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID THE PLACE OF BEGINNING) IN DUPAGE COUNTY, ILLINOIS

PARCEL 2

THE EAST $\frac{1}{2}$ OF THE VACATED ALLEY LYING WEST AND ADJOINING LOT 1 IN HOMESTEAD, BENSENVILLE BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY ILLINOIS

Tax Parcel ID No(s). 03-14-213-047; and 03-14-213-018 & 019
Address: 4 W. Irving Park Rd., Bensenville, IL 60106-2108

EXHIBIT C
LEGAL DESCRIPTION OF AREA
SUBJECT TO RESTRICTION

Those properties which are within an area described as follows:

Commencing at a point that is 65 feet North of the Northeast corner of East Roosevelt Avenue and North York Road; thence East for a distance of 250 feet to the Southwest corner of Parcel 031310415; thence North 125 feet to the Northwest corner of Parcel 0313104014; thence East along the Northerly border of said parcel to the Northeast corner of said parcel; thence North along the West boundary of Pershing Street approximately 125 feet to the Southeast corner of Parcel 0313104010; thence East across Pershing Road a distance of 65 feet to the Southwest corner of Parcel 0313105017; thence North along the Easterly border of said parcel a distance of 65 feet to the Southwest corner of Parcel 0313105016; thence East along the Southerly property line of said parcel to the Southeast corner of said parcel; thence North a distance of approximately 240 feet to the Southeast corner of Parcel 0313105012; thence East along the Southerly property line of Parcel 0313105023; thence North a distance of 65 feet to the Northeast corner of said parcel; thence Northwesterly along the Northerly property boundary of said parcel a distance of 125 feet; thence North along the Easterly border of Parcel 0313105008 a distance of approximately 150 feet; thence from the Northeast corner of said parcel across West Irving Road and along the Easterly border of Parcel 0313100025 to the Northeast corner of said parcel; thence Easterly a distance of 80 feet to the Southeast corner of Parcel 0313100019; thence Northerly a distance of approximately 250 feet to the Northeast corner of Parcel 0313100017; thence Westerly a distance of 200 feet to the Southerly corner of Parcel 0313100016; thence North a distance of approximately 80 feet to the Northwest corner of said parcel; thence Easterly a distance of 200 feet along the Northerly line of said parcel to the Northeast corner of said parcel; thence North a distance of 180 feet to the Northeast corner of Parcel 0313100048; thence Westerly a distance of 450 feet to the Northwest corner of Parcel 0313100045; thence Northerly a distance of 200 feet to a point; thence Westerly a distance of 700 feet crossing North York Road and continuing along the Northerly property line of Parcels 0314208009, 0314208008 and 0314208007 to the Northwesterly corner of any parcel; thence Southerly a distance of approximately 65 feet to the Northeast corner of Parcel 0314208015; thence Westerly a distance of 250 feet to the Northwest corner of Parcel 0314208013; thence Southerly along the property line of Parcel 0314208013 to the Southwesterly corner of said parcel; thence Westerly a distance of 15 feet to a point; thence Southerly across Pleasant Street to the Northeast corner of Parcel 0314209033; thence Westerly to the Northwest corner of said parcel; thence Southerly a distance of approximately 200 feet to the Southwest corner of said parcel; thence Easterly a distance of approximately 70 feet to the Southeast corner of said parcel; thence Northeasterly a distance of approximately 170 feet to a Northwest point of said parcel; thence Easterly a distance of 20 feet along the Southerly boundary of said parcel; thence South along the Westerly border of Parcel 0314209036 and 0314209020 a

distance of 225 feet to a point at the Southwesterly corner of said Parcel 0314209020 which intersects West Irving Park Road then a distance of 20 feet Westerly to a point which is the Northwesterly intersection of North Addison Street and West Irving Road; thence Southerly along the West right of way of North Addison Road a distance of 270 feet to a point; thence Easterly along North Addison Road to the Southwest corner of Parcel 0314212006; thence Southerly a distance of 200 feet to the Southwest corner of said Parcel 031421012; thence Easterly along the Southerly property line of said parcel and across the alley to the Southwest corner of Parcel 0314212025; thence Southerly to the Southwest corner of Parcel 0314212028; thence Easterly a distance of 225 feet along the Southerly boundary of said Parcel 0314212028 to the Southwest corner of Parcel 0314213013; thence Southerly to the Southwest corner of Parcel 0314213014; thence Easterly to the Southeast corner of said parcel; thence Southerly to the Southeast corner of said parcel from the Southeast corner of said parcel to the Southeasterly corner of said Parcel 0314213015; thence Easterly to the point of beginning.

Parcels included within the restriction are noted below:

03-13-100-001/ 002/ 017/ 019/ 021/ 022/ 023/ 025/ 031/ 030/ 032/ 039/ 040/ 043/ 046/ 047/ 048/ 049/ 050

03-13-103-006

03-13-104-004/ 005/ 006/ 007/ 008/ 009/ 010/ 011/ 012/ 017

03-13-105-005/ 006/ 007/ 008/ 011/ 012/ 013/ 014 /015/ 016/ 023

03-13-509-001

03-14-208-007/ 008/ 009/ 013/ 019/ 015/ 016/ 017/ 018

03-14-209-006/ 010/ 011/ 013/ 020/ 021/ 022/ 023/ 025/ 027/ 031/ 032/ 033/ 035

03-14-212-001/ 002/ 004/ 003/ 004/ 005/ 006/ 007/ 008/ 009/ 010/ 011/ 012/ 019/ 022/ 023/ 024/ 025/ 026/ 027/ 028/ 032

3-14-213-001/ 004/ 005/ 006/ 007/ 008/ 009/ 010/ 011/ 012/ 013/ 014/ 018/ 019/ 020/ 021/ 022/ 023/ 024/ 025/ 026/ 042/ 043/ 044/ 046/ 047

VILLAGE OF BENSENVILLE

TYPE: Ordinance **SUBMITTED BY:** Tim Sloth, Director of Finance **DATE:** June 8, 2011

DESCRIPTION: AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: N/A

DATE: N/A

BACKGROUND:

In April 2011, the Village Board approved TIF #13. The TIF 13 Redevelopment Plan and Project provided for the funding of certain types of projects including a significant portion of the cost of the road, stormwater management and other related projects that are being undertaken within the seven (7) special service areas that have been approved by the Village. On April 19, 2011, the Board approved an ordinance authorizing the issuance of Tax exempt General Obligation Bonds (Alternative Revenue Source) in the amount not to exceed nineteen million five hundred thousand dollars (\$19.5M) in order to provide for the cash necessary to fund that portion of the cost of the improvements within the SSAs that are to be paid by the TIF as well as additional water improvements proposed within these areas and other TIF eligible public projects contemplated in the Redevelopment Plan. Then on May 24, 2011 the Village held a public hearing in compliance with the Bond Issue Notification Act (BINA).

The Bond issuance is for \$18,425,000 General Obligation Bonds (Alternate Revenue Source). The Bonds will constitute valid and legally binding obligations of the Village and are expected to be paid from a portion of the incremental property taxes to be derived from the North Industrial TIF. I have included the preliminary Debt Service Schedule and the preliminary Bond Issue Summary for the Board's review as well as the latest Preliminary Official Statement. The Village has received a Commitment Letter from Assured Guaranty Municipal Corp. to insure this issue at a premium cost of .48% of the total debt service (+/- \$165,916). The SSA bond issuance will follow in summer / fall 2011.

Kevin McKenna, from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

KEY ISSUES: In that it is the Village's desire to move forward with the sale of these bonds to fund North Industrial Park TIF District improvements.

ALTERNATIVES:

1. Approve the proposed Bond Ordinance
2. Discretion of the Board

RECOMMENDATION: Staff recommends approval of the Ordinance. This bond issue is the Village source of funds for 50 percent of the Northern Business District Reconstruction Project.

BUDGET IMPACT: No direct impact in that the principal and interest payments on the bonds are to be paid from the revenues derived from the TIF. Note that should incremental revenue not be generated the bonds will need to be paid from other funding sources.

ACTION REQUIRED: Approval of Ordinance.

BOND ISSUE SUMMARY

This Bond Issue Summary is expressly qualified by the entire Official Statement, which is provided for the convenience of potential investors and which should be reviewed in their entirety by potential investors.

Issuer:	Village of Bensenville, DuPage and Cook Counties, Illinois.
Issue:	\$18,425,000* General Obligation Bonds (Alternate Revenue Source), Series 2011A.
Dated Date:	Date of delivery.
Interest Due:	Each June 15 and December 15, commencing December 15, 2011.
Principal Due:	Serially each December 15, commencing December 15, 2015 through 2030, as set forth on the cover of this Official Statement.
Optional Redemption:	Bonds maturing on or after December 15, 20____, are callable at the option of the Village on any date on or after December 15, 20____, at a price of par plus accrued interest. See " OPTIONAL REDEMPTION " herein.
Authorization:	Proceedings taken by the corporate authorities of the Village, including certain notices, hearings, publications permitting petitions which would have the effect of preventing or delaying financing, all of which petition periods have expired, and adoption of a final bond ordinance.
Security:	The Bonds will constitute valid and legally binding obligations of the Village payable from (i)(a) a portion of the incremental property taxes, if, as and received, to be derived from the North Industrial TIF and to be received by the Village; (b) moneys on deposit in and to the credit of the various accounts of the special tax allocation fund heretofore created for the North Industrial TIF; and (c) a portion of the collections distributed to the Village from those taxes imposed pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers' Occupation Tax Act, or substitute taxes as may be provided in the future (collectively, the "Pledged Revenues"); and (ii) ad valorem property taxes levied against all taxable property in the Village without limitation as to rate or amount, except that the rights of the Bondholders and the enforceability of the Bonds may be limited by bankruptcy, reorganization, moratorium, insolvency and other similar laws relating to creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See " DESCRIPTION OF THE BONDS " herein.
Ratings/Insurance:	Standard & Poor's is expected to assign their municipal bond rating of "_____" to this issue of Bonds with the understanding that upon delivery of the Bonds, a policy guaranteeing payment when due of the principal of and interest on the Bonds will be issued by AGM. See APPENDIX C herein. The cost for the bond insurance premium and the related rating fee of Standard & Poor's will be paid by the Village. A rating for the Bonds has been requested.
Purpose:	Bond proceeds will be used to finance certain capital projects within the North Industrial District Tax Increment Financing District (the "North Industrial TIF") and other adjacent redevelopment project areas of the Village (the "Adjacent TIFs" and, together with the North Industrial TIF, the "TIF Areas") including but not limited to, street and intersection improvements, street lighting and other streetscape improvements and related facilities, public parking lot construction and/or rehabilitation, sanitary sewer system improvements, water system improvements, stormwater detention/retention, treatment and conveyance systems improvements, streambank stabilization and other eligible capital improvements pursuant to the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto (the "Code") including within the Code the specific provisions of the Tax Increment Allocation Redevelopment Act (the "TIF Act"); to fund interest through _____ and to pay the costs of issuing the Bonds. See " THE PROJECT " herein.
Tax Exemption:	Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, will provide an opinion as to the tax exemption of the interest on the Bonds as discussed under " TAX EXEMPTION " in this Official Statement. Interest on the Bonds is not exempt from present State of Illinois income taxes. See also APPENDIX C for the proposed form of Bond Counsel opinion.
Bond Registrar/Paying Agent:	The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois.
Delivery:	The Bonds are expected to be delivered on or about July 7, 2011.
Book-Entry Form:	The Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. See APPENDIX B herein.
Denomination:	\$5,000 or integral multiples thereof.
Underwriter:	Bernardi Securities, Inc., Chicago, Illinois, Cabrera Capital Markets, LLC, Chicago, Illinois and First Trust Portfolios, LP, Lisle, Illinois.
Financial Advisor:	Speer Financial, Inc., Chicago, Illinois.

*Subject to change.

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

Series 2011 Alternate Revenue Bonds
 TIF Projects
 PRELIMINARY June Yields

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/07/2011	-	-	-	-	-
12/15/2011	-	-	429,463.75	429,463.75	429,463.75
06/15/2012	-	-	489,262.50	489,262.50	-
12/15/2012	-	-	489,262.50	489,262.50	978,525.00
06/15/2013	-	-	489,262.50	489,262.50	-
12/15/2013	-	-	489,262.50	489,262.50	978,525.00
06/15/2014	-	-	489,262.50	489,262.50	-
12/15/2014	-	-	489,262.50	489,262.50	978,525.00
06/15/2015	-	-	489,262.50	489,262.50	-
12/15/2015	100,000.00	3.500%	489,262.50	589,262.50	1,078,525.00
06/15/2016	-	-	487,512.50	487,512.50	-
12/15/2016	100,000.00	3.500%	487,512.50	587,512.50	1,075,025.00
06/15/2017	-	-	485,762.50	485,762.50	-
12/15/2017	100,000.00	4.000%	485,762.50	585,762.50	1,071,525.00
06/15/2018	-	-	483,762.50	483,762.50	-
12/15/2018	100,000.00	4.000%	483,762.50	583,762.50	1,067,525.00
06/15/2019	-	-	481,762.50	481,762.50	-
12/15/2019	100,000.00	4.500%	481,762.50	581,762.50	1,063,525.00
06/15/2020	-	-	479,512.50	479,512.50	-
12/15/2020	225,000.00	5.000%	479,512.50	704,512.50	1,184,025.00
06/15/2021	-	-	473,887.50	473,887.50	-
12/15/2021	250,000.00	5.000%	473,887.50	723,887.50	1,197,775.00
06/15/2022	-	-	467,637.50	467,637.50	-
12/15/2022	500,000.00	5.000%	467,637.50	967,637.50	1,435,275.00
06/15/2023	-	-	455,137.50	455,137.50	-
12/15/2023	1,000,000.00	5.000%	455,137.50	1,455,137.50	1,910,275.00
06/15/2024	-	-	430,137.50	430,137.50	-
12/15/2024	1,200,000.00	5.000%	430,137.50	1,630,137.50	2,060,275.00
06/15/2025	-	-	400,137.50	400,137.50	-
12/15/2025	1,350,000.00	5.150%	400,137.50	1,750,137.50	2,150,275.00
06/15/2026	-	-	365,375.00	365,375.00	-
12/15/2026	1,500,000.00	5.250%	365,375.00	1,865,375.00	2,230,750.00
06/15/2027	-	-	326,000.00	326,000.00	-
12/15/2027	2,000,000.00	5.350%	326,000.00	2,326,000.00	2,652,000.00
06/15/2028	-	-	272,500.00	272,500.00	-
12/15/2028	3,000,000.00	5.400%	272,500.00	3,272,500.00	3,545,000.00
06/15/2029	-	-	191,500.00	191,500.00	-
12/15/2029	3,400,000.00	5.500%	191,500.00	3,591,500.00	3,783,000.00
06/15/2030	-	-	98,000.00	98,000.00	-
12/15/2030	3,500,000.00	5.600%	98,000.00	3,598,000.00	3,696,000.00
Total	\$18,425,000.00	-	\$16,140,813.75	\$34,565,813.75	-

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

Series 2011 Alternate Revenue Bonds
TIF Projects
PRELIMINARY June Yields

Debt Service Schedule

Part 2 of 2

Yield Statistics

Bond Year Dollars	\$300,811.53
Average Life	16.326 Years
Average Coupon	5.3657564%
Net Interest Cost (NIC)	5.4270074%
True Interest Cost (TIC)	5.4456376%
Bond Yield for Arbitrage Purposes	5.4575309%
All Inclusive Cost (AIC)	5.6765503%

IRS Form 8038

Net Interest Cost	5.3657564%
Weighted Average Maturity	16.326 Years

June 8, 2011

VIA E-MAIL

Mr. Michael Cassady, Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

Re: Not to Exceed \$18,425,000 aggregate principal amount of Village of Bensenville, DuPage and Cook Counties, Illinois General Obligation Bonds (Alternative Revenue Source), Series 2011A

Dear Mr. Cassady:

Enclosed please find Assured Guaranty Municipal Corp.'s ("AGM") commitment letter (the "Commitment") in respect of the above-referenced issue. Please return one fully executed original to me at the address indicated below. The signed Commitment, executed by an authorized officer, must be returned to me prior to any reference to AGM as insurer of the issue being made in marketing efforts in respect of the issue.

Upon acceptance and satisfaction of the conditions of the Commitment, the following must occur in order for AGM to complete its review of applicable disclosure and financing documents in advance of the closing date, request the assignment of an insured rating for the Bonds, and timely issue its insurance policy:

- The financing schedule and a distribution list should be forwarded to the attention of the Closing Coordinator listed below.
- A copy of (i) the preliminary official statement and the final official statement, each of which shall include the disclosure provided by AGM and the specimen policy and any other references to AGM, and (ii) the Bonds, together with the legend to be affixed to such Bonds, must be delivered to the Closing Coordinator by fax or e-mail in order that AGM may confirm its accuracy.
- Once determined, the underwriters' final pricing numbers, including the final debt service schedule for the Bonds, should be delivered to the credit analyst and Closing Coordinator responsible for the transaction by fax and/or e-mail in order that AGM may confirm the premium to be paid for the insurance policy and request the assignment of an insured rating for the Bonds.
- A copy of either (i) the final pricing wire with CUSIP numbers shown or CUSIP wire evidencing the CUSIP numbers assigned to the Bonds; or (ii) the letter from the CUSIP Service Bureau listing the CUSIP numbers assigned to the Bonds should be delivered to the Closing Coordinator listed below by fax and/or email in order that AGM may request the assignment of an insured rating for the Bonds.

AGM will require, prior to closing, four hard copies of the final official statement. Also, please notify me of a confirmed closing date as soon as it becomes available.

My contact information is as follows:

Telephone:	(212) 893-2706
Fax:	(212) 857-0349
Email:	EParedes-reboucas@assuredguaranty.com

Mr. Michael Cassady
Village of Bensenville, DuPage and Cook Counties, Illinois
June 8, 2011

Page 2

Attached as a link to this e-mail is AGM's website, where the logo, statement of insurance, disclosure language, specimen policy, procedures for premium payment, form of opinion and form of disclosure certificate may be accessed and downloaded as needed.

Assuming the requirements of the Commitment have been met, AGM will deliver to Bond Counsel at the pre-closing, a copy of the municipal bond insurance policy of AGM, the executed disclosure, no default and tax certificate and the executed opinion of Counsel and other certificates needed in the transaction via email. The original municipal bond insurance policy will be sent to your attention via overnight mail to be held in escrow until the closing. Any inquiries regarding rating agency fees should be directed to the respective rating agencies. As a post-closing condition, AGM shall receive one original and two copies of the final closing transcript of proceedings. Such closing transcript may be in the form of either hard copies or three CD-ROMs.

AGM looks forward to working with you on this transaction.

Very truly yours,


Erika Paredes-Reboucas
Closing Coordinator

Enclosures

ec: Timothy V. McGree, Esq.; Chapman & Cutler LLP
Mr. Lou Lamberti, Jr.; Bernardi Securities, Inc.
Mr. Kevin McCanna, Financial Advisor; Speer Financial, Inc.

MUNICIPAL BOND INSURANCE COMMITMENT

ASSURED GUARANTY MUNICIPAL CORP. ("AGM") hereby commits to issue its Municipal Bond Insurance Policy (the "Policy") relating to whole maturities of the debt obligations described in Exhibit A attached hereto (the "Bonds"), subject to the terms and conditions set forth in this Commitment, or added hereto (the "Commitment"). For the avoidance of doubt, each of the Exhibits attached hereto is an integrated part of this Commitment. To keep this Commitment in effect after the Expiration Date set forth in Exhibit A attached hereto, a request for renewal must be submitted to AGM prior to such Expiration Date. AGM reserves the right to refuse wholly or in part to grant a renewal.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The transaction documents to be executed and delivered in connection with the issuance and sale of the Bonds shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof ("Closing Date").
3. On the date hereof and on the Closing Date, there shall have been no material adverse change in or affecting the Issuer and/or the Obligor, as applicable, or the Bonds (including, without limitation, the security for the Bonds or the proposed debt service schedule of the Bonds), any disclosure document relating to the Bonds (the "Official Statement"), the financing documents to be executed and delivered with respect to the Bonds, the legal opinions to be executed and delivered in connection with the issuance and sale of the Bonds, or any other information submitted to AGM with respect to the referenced transaction, or the Bonds, from that previously delivered or otherwise communicated to AGM.
4. The Bonds shall contain no reference to AGM, the Policy or the insurance evidenced thereby except as may be approved by AGM. BOND PROOFS SHALL HAVE BEEN APPROVED BY AGM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form provided by AGM.
5. AGM shall be provided with:
 - (a) Executed copies of all financing documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of disclosure, shall be addressed to AGM or accompanied by a letter of such counsel permitting AGM to rely on such opinion as if such opinion were addressed to AGM), including, without limitation, the approving opinion of bond counsel. Each of the foregoing shall be in form and substance acceptable to AGM. Copies of all drafts of such documents prepared subsequent to the date of the Commitment (blacklined to reflect all revisions from previously reviewed drafts) shall be furnished to AGM for review and approval. Final drafts of such documents shall be provided to AGM at least three (3) business days prior to the issuance of the Policy, unless AGM shall agree to some shorter period.
 - (b) Evidence of wire transfer in federal funds of an amount equal to the insurance premium, unless alternative arrangements for the payment of such amount acceptable to AGM have been made prior to the delivery date of the Bonds.
 - (c) Standard & Poor's Rating Services and Moody's Investors Service Inc. will separately present bills for their respective fees relating to the Bonds. Payment of such bills by the Issuer should be made directly to such rating agency. Payment of the rating fee is not a condition to release of the Policy by AGM.
6. Promptly after the closing of the Bonds, AGM shall receive three completed sets of executed documents (one original and either (i) two photocopies (each unbound) or (ii) two compact discs).
7. The Official Statement shall contain the language provided by AGM and only such other references to AGM or otherwise as AGM shall supply or approve. AGM SHALL BE PROVIDED WITH FOUR PRINTED COPIES OF THE OFFICIAL STATEMENT.

TERM SHEET FOR MUNICIPAL BOND INSURANCE COMMITMENT

Issuer: Village of Bensenville, DuPage and Cook Counties, Illinois

Principal Amount of Bonds Insured: Not to Exceed \$18,425,000

Name of Bonds Insured: General Obligation Bonds (Alternative Revenue Source), Series 2011A

Date of Commitment: June 8, 2011

Expiration Date: Friday, August 12, 2011*

Premium: .48% of total debt service on the Bonds Insured.

Bond Counsel Opinion -- Language Requirements:

The approving opinion of Bond Counsel shall include language to the effect that the Bonds are a full faith and credit general obligation of the Issuer, the payment for which the Issuer is obligated to exercise its ad valorem taxing power, without limit as to rate or amount, upon all taxable property within the Issuer.

Additional Conditions: The Issuer shall covenant to annually levy ad valorem property taxes in an amount sufficient to pay debt service and such levy shall not be abated unless there is sufficient Pledged Revenues irrevocably on deposit in the Bond Fund to pay debt service on the Bonds.

ASSURED GUARANTY MUNICIPAL CORP.

Authorized Officer

*To keep the Commitment in effect to the Expiration Date set forth above, AGM must receive a duplicate of this Exhibit A executed by an authorized officer by the earlier of the date on which the Official Statement containing disclosure language about AGM is circulated and ten days from the Date of Commitment.

The undersigned, an authorized officer of the Issuer, agrees that (i) if the Bonds are insured by a policy of municipal bond insurance, such insurance shall be provided by AGM in accordance with the terms of this Commitment; (ii) the Issuer has made its own independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its own judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) AGM has not made, and therefore the Issuer is not relying on, any recommendation from AGM that the Issuer insure the Bonds or obtain the Policy; it being understood and agreed that communications from AGM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, any related insurance document or the documentation governing the Bonds do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the Issuer acknowledges that AGM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, concerning its future financial strength or the rating of AGM's financial strength by the rating agencies; (v) the Issuer acknowledges that the ratings of AGM reflect only the views of the rating agencies and an explanation of the significance of such ratings may be obtained only from the rating agencies; (vi) the Issuer understands that such ratings may not continue for any given time period and instead may change over time, including without limitation being placed under review for possible downgrade, revised downward, withdrawn entirely by the relevant rating agency if, in the judgment of such rating agency, circumstances so warrant, or withdrawn entirely by AGM in its sole discretion; (vii) the Issuer acknowledges that AGM undertakes no responsibility to bring to its attention, and shall have no liability for, the

placement of a rating under review for possible downgrade or the downward revision or withdrawal of any rating obtained, and that any such review for possible downgrade, downward revision or withdrawal may have an adverse effect on the Bonds; and (viii) the Issuer acknowledges that AGM pays rating agencies to rate AGM's financial strength, but that such payment is not in exchange for any specific rating or for a rating within any particular range. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (viii) above shall survive the expiration or termination of this Commitment.

VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS

Authorized Officer

**PROCEDURES FOR PREMIUM PAYMENT
TO
ASSURED GUARANTY MUNICIPAL CORP.
("AGM")**

AGM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of
Amount to be Paid:

**Upon determination of the final debt service
schedule, fax such schedule to AGM**

Attention: William Flanagan, Deal Prep Coordinator
Phone No.: (212) 339-3499
Fax No.:

**Confirm with AGM's credit analyst that you are in agreement with respect to par and
premium on the transaction prior to the closing date.**

Payment Date: Date of Delivery of the insured bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:	The Bank of New York
ABA#:	021 000 018
Acct. Name:	Assured Guaranty Municipal Corp.
Account No.:	8900297263
Transaction No.:	124468

CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING

AGM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Erika Paredes-Reboucas, Closing Coordinator, (212) 893-2706.

ORDINANCE No. _____

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

Adopted by the President and Board of Trustees of said Village on the 14th day of June 2011.

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EXHIBIT A - Form of Continuing Disclosure Undertaking

This Table of Contents is for convenience only and is not a part of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

PREAMBLES

WHEREAS

A. The Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended (the "*Municipal Code*"), and specifically including therein the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "*TIF Act*").

B. The President and Board of Trustees of the Village (the "*Corporate Authorities*") have heretofore determined and do hereby determine that, in furtherance of the redevelopment objectives of the North Industrial District Tax Increment Financing District (the "*North Industrial TIF*") and other adjacent redevelopment project areas heretofore designated by the Village pursuant to the TIF Act (the "*Adjacent TIFs*" and, together with the North Industrial TIF, the "*TIF Areas*"), it is advisable, necessary, and in the best interests of the Village and its residents, in order to promote the public health, welfare, safety, and convenience, to pay or reimburse certain redevelopment project costs within the TIF Areas, including but not limited to, street and intersection improvements, street lighting and other streetscape improvements and related facilities, public parking lot construction and/or rehabilitation, sanitary sewer system

improvements, water system improvements, stormwater detention/retention, treatment and conveyance systems improvements, streambank stabilization, improvements to the facilities of affected taxing districts having real property in TIF Areas and other eligible redevelopment project costs under the TIF Act; and including, in connection with said works, acquisition of all land or rights in land, engineering, planning, architectural, mechanical, electrical, and other services necessary, useful, or advisable thereto (collectively, the “*Project*”), all in accordance with the redevelopment plan for the North Industrial TIF and the redevelopment plans for the Adjacent TIFs, all of which plans have been prepared by consultants on behalf of the Village and have been approved by the Corporate Authorities pursuant to and in compliance with the TIF Act and are now on file in the office of the Village Clerk (currently the Acting Clerk) for public inspection.

C. The Corporate Authorities estimate the current costs of the Project and including legal, financial, accounting and other services related to the accomplishment of the Project and the issuance of bonds therefor; bond discount; capitalized bond interest; bond reserve account funding; bond registrar, paying agent and other related banking fees; and printing and publication costs; and other miscellaneous costs (all being the “*Project Costs*”) to be \$18,425,000.

D. There are no funds currently or expected to be on hand and lawfully available to pay such Project Costs, and it will be necessary to borrow \$18,425,000 to pay such Project Costs all as provided in the TIF Act.

E. Pursuant to the provisions of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), alternate bonds (as defined in the Debt Reform Act) may be issued pursuant to applicable law (as defined therein) for lawful corporate purposes of the Village, including the Project; there exist one or more sources of funds for the Project, to-wit, (i) a portion of the Incremental Property Taxes (as hereafter further defined), if, as and

when received, to be derived from the North Industrial TIF and to be received by the Village; (ii) other moneys on deposit in and to the credit of the various accounts of the Special Tax Allocation Fund (as hereinafter further defined) heretofore created for the North Industrial TIF (the amounts described in subclauses (i) and (ii) being collectively, the “*TIF Revenues*”); and (iii) ratably and equally with the Prior Sales Tax Bonds, as hereinafter defined, a portion of the collections distributed to the Village from those taxes imposed pursuant to the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailers’ Occupation Tax Act, or substitute taxes as may be provided in the future (the “*Sales Tax Revenues*” and, together with the TIF Revenues, the “*Pledged Revenues*”) other than enterprise revenues as defined in the Debt Reform Act, received or available to be received by the Village and available for any one or more of its corporate purposes; and, accordingly, as provided in the Debt Reform Act, the Village is authorized to issue its alternate bonds payable from the Pledged Revenues for payment of the Project Costs.

F. The Corporate Authorities, on the 19th day of April 2011, adopted an ordinance (the “*Authorizing Ordinance*”), authorizing the issuance of certain alternate bonds, being general obligation bonds (the “*Alternate Bonds*”) payable from the Pledged Revenues, in an amount not to exceed \$19,500,000 to pay or reimburse the Project Costs.

G. On the ____ day of April 2011, the Authorizing Ordinance, which included therein a notice in the statutory form, was published in the *Daily Herald*, and an affidavit evidencing the publication of the Authorizing Ordinance and said notice has heretofore been presented to the Corporate Authorities and made a part of the permanent records of the Village.

H. More than thirty (30) days have expired from the date of publication of the Authorizing Ordinance and said notice, and no petition with the requisite number of valid signatures thereon was filed with the office of the Village Clerk (currently the Acting Clerk)

requesting that the question of the issuance of any of the Alternate Bonds be submitted to referendum.

I. None of such Alternate Bonds has previously been issued.

J. The Corporate Authorities are now authorized to issue the Alternate Bonds pursuant to this Ordinance to the amount of \$19,500,000 in accordance with the provisions of the Municipal Code and the Debt Reform Act, and the Corporate Authorities hereby determine that it is necessary and advisable that there be issued at this time \$18,425,000 of the Alternate Bonds so authorized.

K. The Alternate Bonds will be payable from the Pledged Revenues (the Sales Tax Revenues being pledged to the Alternate Bonds ratably and equally with the outstanding General Obligation Bonds (Alternate Revenue Source), Series 2001E (the "*Prior Sales Tax Bonds*"), of the Village) and the Ad Valorem Taxes, both as further defined in this Ordinance.

L. The Corporate Authorities hereby determine that the Pledged Revenues will provide in each year to final maturity of all Alternate Bonds hereunder authorized an amount not less than 1.25 times debt service all outstanding bonds of the Village issued under the provisions of Section 15 of the Debt Reform Act, and having as the alternate revenue source for such bonds the Pledged Revenues, and also on the Alternate Bonds herein defined and now proposed to be issued.

M. Such determination of the sufficiency of the Pledged Revenues (the "*Determination of Sufficiency*") is supported by reference to a report as to feasibility (the "*Report*") of Speer Financial Inc., Chicago, Illinois, a feasibility analyst having a national reputation for expertise in such matters, demonstrating the sufficiency of such revenues.

N. The Report in substantially final form has been presented to and is hereby approved by the Corporate Authorities and is now on file with the office of the Village Clerk (currently the

Acting Clerk); and the Determination of Sufficiency is hereby approved by the Corporate Authorities.

O. Pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the President of the Village (the "*President*"), on the 19th day of April 2011, executed an Order calling a public hearing (the "*Hearing*") for the 24th day of May 2011, concerning the intent of the Corporate Authorities to sell the Alternate Bonds for the Project.

P. Notice of the Hearing was given by (1) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Daily Herald*, the same being a newspaper of general circulation in the Village and (2) posting at least 48 hours before the Hearing a copy of said notice at the principal office of the Corporate Authorities.

Q. The Hearing was held on the 24th day of May 2011, and at the Hearing, the Corporate Authorities explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits.

R. The Hearing was finally adjourned on the 24th day of May 2011, and not less than seven (7) days have passed since the final adjournment of the Hearing.

S. The Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Tax Limitation Law*"), imposes certain limitations on the "aggregate extension" of certain property taxes levied by the Village, but provides that the definition of "aggregate extension" contained in Section 18-185 of the Tax Limitation Law does not include "extensions ... made for payments of principal and interest on bonds issued under Section 15 of the Debt Reform Act."

T. The County Clerks of The Counties of DuPage and Cook, Illinois (the "*County Clerks*"), are therefore authorized to extend and collect said direct annual ad valorem taxes so

levied for the payment of the Alternate Bonds for the Project without limitation as to rate or amount.

Now, THEREFORE, Be It Ordained by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles hereto.

Adjacent TIFs

Alternate Bonds

Authorizing Ordinance

Corporate Authorities

County Clerks

Debt Reform Act

Determination of Sufficiency

Hearing

Municipal Code

North Industrial TIF

Pledged Revenues

President

Prior Sales Tax Bonds

Project

Project Costs
Report
Sales Tax Revenues
Tax Limitation Law
TIF Act
TIF Areas
TIF Revenues
Village

B. The following words and terms are defined as set forth.

“*Accounting*” means the annual accounting so defined in the text below (at Section 20).

“*Ad Valorem Taxes*” means the ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount, pledged hereunder by the Village as security for the Bonds.

“*Additional Bonds*” means any alternate bonds issued in the future in accordance with the provisions of the Municipal Code on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds (and, for the Sales Tax Revenues portion of the Pledged Revenues, with the Prior Sales Tax Bonds), and which are senior to Junior Lien Bonds as to the lien thereof on the TIF Revenues.

“*Applicable Law*” means, collectively, the Municipal Code (including, specifically, the TIF Act) and the Debt Reform Act.

“*Bond Counsel*” means Chapman and Cutler LLP, Chicago, Illinois, or some other nationally recognized firm of attorneys whose opinions are generally acceptable to the purchasers in the national marketplace of governmental obligations.

“*Bond Fund*” means the Alternate Bond Fund established hereunder and further described in (Section 15 of) this Ordinance.

“*Bond Moneys*” means all moneys on deposit from time to time in the Bond Fund including investment income earned in the Bond Fund.

“*Bond Register*” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, a national banking association having trust powers, in its respective capacities as bond registrar and paying agent hereunder, or a successor thereto or a successor designated as Bond Registrar hereunder.

“*Bond Year*” means that twelve month period beginning on December 16 of any calendar year and ending on the subsequent December 15.

“*Bonds*” means the General Obligation Bonds (Alternate Revenue Source), Series 2011A, authorized to be issued by this Ordinance, including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the undertaking by the Village for the benefit of the Purchaser as authorized in (Section 30 of) this Ordinance and set forth as *Exhibit A*.

“Depository” means The Depository Trust Company, a New York limited trust company, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“Fiscal Year” means that twelve-calendar month period beginning on the first day of January of any calendar year and ending on the last day of December of such calendar year.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America.

“Incremental Property Taxes” means the ad valorem taxes, if any, arising from the tax levies upon all taxable real property in the North Industrial TIF (except for those parcels of property, if any, that are specifically excluded by the Corporate Authorities, from time to time, by ordinance) by any and all taxing districts or municipal corporations having the power to tax real property in the North Industrial TIF, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the North Industrial TIF over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerk of The County of DuPage, Illinois, in accord with Section 11-74.4-9 of the TIF Act.

“Interest Requirement” means for any Bonds, Additional Bonds, or Junior Lien Bonds and for any Bond Year the aggregate amount of interest on such Bonds,

Additional Bonds, or Junior Lien Bonds having a Stated Maturity during such Bond Year.

“*Junior Lien Bonds*” means any obligations of the Village hereafter issued and payable from TIF Revenues, if any, on deposit in the Junior Lien Principal and Interest Account.

“*Junior Lien Principal and Interest Account*” means the account so named and created in (Section 20) of this Ordinance.

“*North Industrial TIF Project*” means the redevelopment project heretofore approved by the Corporate Authorities pursuant to an ordinance adopted on April 19, 2011, in furtherance of the objectives of the Plan.

“*Ordinance*” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with terms hereof.

“*Outstanding*” when used with reference to the Bonds, the Prior Sales Tax Bonds, Junior Lien Bonds and Additional Bonds means such of those bonds which are outstanding and unpaid; *provided, however*, such term shall not include any of the Bonds, the Prior Sales Tax Bonds, Junior Lien Bonds or Additional Bonds (a) which have matured and for which moneys are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon or (b) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow of funds or direct, full faith and credit obligations of the United States of America, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all the principal of and interest on such Bonds, such Prior Sales Tax Bonds, such Junior Lien Bonds or Additional Bonds.

“*Plan*” means the comprehensive program of the Village for the redevelopment of the North Industrial TIF heretofore approved by the Corporate Authorities by an ordinance adopted on April 19, 2011, and together with any further amendments and supplements thereto.

“*Pledged Moneys*” means the Pledged Revenues and the Ad Valorem Taxes, as all of such terms are defined in the text of this Ordinance.

“*Principal Requirement*” means for any Bonds, Additional Bonds or Junior Lien Bonds and for any Bond Year the aggregate principal amount of such Bonds, Additional Bonds, or Junior Lien Bonds having a Stated Maturity during such Bond Year.

“*Project Fund*” means the Fund established hereunder and further described in (Section 16 of) this Ordinance.

“*Purchase Price*” means the price paid by the Purchaser for the Bonds, to-wit \$_____ (being the par amount of the Bonds, plus original issue premium in the amount of \$_____, and net of underwriter’s discount in the amount of \$_____), plus accrued interest, if any, to the date of delivery.

“*Purchaser*” means, collectively, the purchasers of the Bonds, Bernardi Securities, Inc., Chicago, Illinois and Cabrera Capital Markets, LLC, Chicago, Illinois.

“*Qualified Investments*” means Government Securities and such other investments as are authorized for the Village under Illinois law.

“*Record Date*” means the 15th day preceding any regular or other interest payment date on the Bonds.

“*Senior Lien Bonds*” means the Bonds and any Additional Bonds.

“*Special Tax Allocation Fund*” means the Special Tax Allocation Fund for the North Industrial TIF heretofore established by the Village on April 19, 2011, and expressly continued hereunder.

“*Stated Maturity*” when used with respect to any Bond, Additional Bond, or Junior Lien Bond or any interest thereon means the date specified in such Bond, Additional Bond, or Junior Lien Bond as the fixed date on which the principal of such Bond, Additional Bond, or Junior Lien Bond or such interest is due and payable whether by maturity, mandatory redemption, or otherwise.

“*Tax-exempt*” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“*Term Bonds*” means Bonds subject to mandatory redemption by operation of the Bond Fund and designated as term bonds herein.

“*Total Initial Equalized Assessed Value*” means the total initial equalized assessed value of the taxable real property within the North Industrial TIF determined by the County Clerk of The County of DuPage, Illinois, in accordance with the provisions of Section 11-74.4-9 of the TIF Act.

- C. Certain further words and terms used in particular sections are defined below.
- D. The table of contents, headings, and other paragraph or section designations in this Ordinance are for the convenience of the reader and are not to alter the meaning of this Ordinance.

Section 2. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct, and complete and do hereby incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the Village for the Village to undertake the Project for the public health, safety, welfare, and convenience, in accordance with such plan therefor as described, and to issue the Bonds to enable the Village to pay the Project Costs thereof.

Section 4. Determination of Public Purpose. The Corporate Authorities hereby determine the Project to be a proper corporate and public purpose. All of the Project Costs constitute “redevelopment project costs” under the TIF Act and have been heretofore approved by the Corporate Authorities in the redevelopment plans and projects for the North Industrial TIF and the Adjacent TIFs.

Section 5. Bond Details. For the purpose of providing for the payment of the Project Costs, there shall be issued and sold the Bonds in the aggregate principal amount of \$18,425,000. The Bonds shall be issued and shall be designated “*General Obligation Bonds (Alternate Revenue Source), Series 2011A.*” The Bonds shall be dated the date of issuance (the “*Dated Date*”), and shall also bear the date of authentication thereof. The Bonds shall be in fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due and payable (subject to right of prior redemption as hereinafter set forth) serially and as Term Bonds on December 15 of the years and in the amounts and bearing interest at the rates percent per annum as follows, it being hereby expressly found and determined that no Bond matures later than the earlier of (a) 20 years from the Dated Date or

(b) December 31, 2035, being December 31 of the calendar year immediately succeeding the 23rd calendar year after the designation of the North Industrial TIF:

YEAR	AMOUNT (\$)	RATE (%)
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		

Those of the Bonds due on December 15 of the years as follows are Term Bonds under this Ordinance and are subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 15 of the years and in the amounts as follows:

FOR THE TERM BONDS OF DECEMBER 15, 20__

YEAR	AMOUNT (\$)
------	-------------

FOR THE TERM BONDS OF DECEMBER 15, 20__

YEAR	AMOUNT (\$)
------	-------------

FOR THE TERM BONDS OF DECEMBER 15, 20__

YEAR	AMOUNT (\$)
------	-------------

Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2011. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond at the address as shown in the Bond Register or at such other address furnished in writing by such registered owner, or as otherwise may be agreed with the Depository for so long as the Depository is the registered owner as of a given Record Date. The principal of or redemption price due on the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the office maintained for the purpose by the Bond Registrar in Chicago, Illinois, or at successor Bond Registrar or locality.

Section 6. Book Entry Provisions. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial

issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of the Depository or a designee or nominee of the Depository (such depository or nominee being the “*Book Entry Owner*”). Except as otherwise expressly provided, all of the outstanding Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). The President and Clerk or Acting Clerk of the Village, the Treasurer and the Bond Registrar are each authorized, empowered, and directed to execute and deliver, or utilize a previously executed and delivered, Letter of Representations or Blanket Letter of Representations (either being the “*Letter of Representations*”) substantially in the form common in the industry, or with such changes therein as the officer executing the Letter of Representations on behalf of the Village shall approve, his or her execution thereof to constitute conclusive evidence of approval of such changes, as shall be necessary to effectuate Book Entry Form. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation

with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the Village determines that the Depository is incapable of discharging its responsibilities described herein and in the Letter of Representations, (b) the agreement among the Village, the Bond Registrar, and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the Village determines that it is in the best interests of the Village or of the beneficial owners of the Bonds of a series either that they be able to obtain certificated Bonds or that another depository is preferable, the Village shall notify the Depository and the Depository shall notify the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the Village, or such depository's agent or designee, but if the Village does not select such alternate book entry system, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 7. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Acting Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 8. Optional Redemption. Those of the Bonds due on or after December 15, 20__, are subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on any date on or after December 15, 20__, and, if in part, in such principal amounts and from such maturities as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, at a redemption price of par plus accrued interest to the date fixed for redemption.

Section 9. Term Bonds; Mandatory Redemption and Covenants; Effect of Purchase or Optional Redemption of Term Bonds. Those of the Bonds denominated Term Bonds shall be subject to mandatory redemption by operation of the Bond Fund at a price of par and accrued interest, without premium, on December 15 of the years and in the amounts set forth for same. The Village covenants that it will redeem Term Bonds pursuant to the mandatory redemption requirement for such Term Bonds. Proper provision for mandatory redemption having been made, the Village covenants that the Term Bonds so selected for redemption shall be payable as at maturity. If the Village redeems pursuant to optional redemption as provided for the Bonds or purchases Term Bonds of any maturity and cancels the same from Bond Moneys as hereinafter described, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of such Term Bonds as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village redeems pursuant to optional redemption or purchases Term Bonds of any maturity and cancels the same from moneys other than Bond Moneys, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the amount of such Term Bonds as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

Section 10. Redemption Procedures. The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. *Notice to Registrar; Selection of Bonds.* For a mandatory redemption, unless otherwise notified by the Village, the Bond Registrar will proceed on behalf of the Village as its agent to provide for the mandatory redemption of such Term Bonds without

further order or direction hereunder or otherwise. For an optional redemption, the Village shall at least 45 days prior to a redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the maturities and principal amounts of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Bonds to be redeemed or the time of the giving of official notice of redemption.

B. Official Notice of Redemption. The Bond Registrar shall promptly notify the Village in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the Village by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office maintained for the purpose by the Bond Registrar so maintained for such purpose.

C. Conditional Redemption. Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the Village, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the Village shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

D. Bonds Shall Become Due. Subject to the stated condition in paragraph C immediately preceding, official notice of redemption having been given as described, the

Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Village shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

E. Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Letter of Representations, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.

F. New Bond in Amount Not Redeemed. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or

Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

G. Effect of Nonpayment upon Redemption. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

H. Bonds to be Cancelled; Payment to Identify Bonds. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

I. Additional Notice. The Village agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Government Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the Village, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the Village with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

J. Bond Registrar to Advise Village. As part of its duties hereunder, the Bond Registrar shall prepare and forward to the Village a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

Section 11. Registration of Bonds; Persons Treated as Owners. The Village shall cause the Bond Register to be kept at the office of the Bond Registrar maintained for such purpose, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village shall authorize to be prepared, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the registered owner, transferee or transferees (as the case may be) a new fully registered Bond or Bonds of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to

authenticate, date, and deliver such Bond, *provided, however,* the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 12. Form of Bonds. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend "See Reverse Side for Additional Provisions" shall be omitted, and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE AND OF COOK
VILLAGE OF BENSENVILLE
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE), SERIES 2011A**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: ____% Date: _____, _____ Date: _____, 2011 CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount: DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality, unit of local government, and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to the right of prior redemption), the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing December 15, 2011, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Bond is payable in lawful money of the United States of America upon presentation hereof at the office of The Bank of New York Mellon Trust Company, National Association maintained for the purpose, located in

Chicago, Illinois, as paying agent and bond registrar (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day preceding any regular or other interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar and a qualified securities clearing corporation as depository, or nominee, for so long as this Bond shall be in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all acts, conditions, and things required to be done precedent to and in the issuance of this Bond have been done and have happened and have been performed in regular and due form of law; that the indebtedness of the Village, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; that provision has been made for the collection of the Pledged Revenues, the levy and collection of the Ad Valorem Taxes, and the segregation of all Pledged Moneys sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity; and that the Village hereby covenants and agrees that it will properly account for said Pledged Moneys and will comply with all the covenants of and maintain the funds and accounts as provided by the Ordinance.

FOR THE PROMPT PAYMENT OF THIS BOND, BOTH PRINCIPAL AND INTEREST AT MATURITY,
THE FULL FAITH, CREDIT AND RESOURCES OF THE VILLAGE ARE HEREBY IRREVOCABLY PLEDGED.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Bensenville, DuPage and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Acting Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

President, Village of Bensenville
DuPage and Cook Counties, Illinois

ATTEST:

Acting Clerk, Village of Bensenville
DuPage and Cook Counties, Illinois

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois.

as Bond Registrar

By _____
Authorized Officer

Bond Registrar and Paying Agent:

_____, _____

[FORM OF BOND - REVERSE SIDE]

This bond and the bonds of the series of which it forms a part (the “*Bonds*”) are of an authorized issue of \$18,425,000 and are of like dated date and tenor except as to maturity, rate of interest, and privilege of redemption and are issued pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, and Division 4 of Article 8 and Division 74.4 of Article 11 of the Illinois Municipal Code, as supplemented and amended (collectively, the “*Applicable Law*”), for the purpose of funding certain Project Costs in the Village.

The Bonds are payable from the Pledged Revenues of the Village and the Ad Valorem Taxes of the Village, all in accordance with the provisions of the Applicable Law.

The Bonds are issued pursuant to an authorizing ordinance passed by the President and Board of Trustees of the Village (the “*Corporate Authorities*”) on the 19th day of April 2011, and by a more complete bond ordinance passed by the Corporate Authorities on the 14th day of June 2011 (the “*Ordinance*”), to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the Registered Owner by the acceptance

of this Bond assents. This Bond does not and will not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Ad Valorem Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds shall have been paid from the Pledged Revenues for a complete Fiscal Year.

Under the Applicable Law and the Ordinance, certain Incremental Property Taxes (derived from the TIF Area known as the North Industrial TIF Area) and certain Sales Tax Revenues of the Village will be allocated to and set aside, as available and needed, to pay interest on and principal of the Bonds. The Sales Tax Revenues are also currently available to pay certain heretofore issued and now outstanding General Obligation Bonds (Alternate Revenue Source), Series 2001E (the "*Prior Sales Tax Bonds*"). Bonds may be issued in the future to share in the Incremental Property Taxes or in the Sales Tax Revenues on a parity as to lien with the Bonds and the Prior Sales Tax Bonds (as may be applicable) as provided in the Ordinance and the Applicable Law. The Ad Valorem Taxes secure, solely and only, the Bonds, and are not pledged to and will not be available for payment of any Additional Bonds. Junior Lien Bonds may be issued in the priority of lien as provided in the Ordinance.

This Bond is subject to provisions relating to redemption, registration, transfer and exchange; and such other terms and provisions relating to security and payment as are set forth in the Ordinance; to which reference is hereby expressly made and to all the terms of which the Registered Owner hereof is hereby notified and shall be subject.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar

shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[Here insert identifying number such as
TID, SSN, or other]

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 13. Sale of Bonds. The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by

the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The contract for the sale of the Bonds to the Purchaser is hereby in all respects approved and confirmed, it being hereby declared that no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in such contract for the sale of the Bonds to the Purchaser. The Preliminary Official Statement of the Village relating to the Bonds and heretofore presented to the Corporate Authorities is hereby ratified and approved. The Official Statement of the Village, to be dated within seven (7) business days hereof (the “*Official Statement*”), is hereby authorized, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the Village as are designated therein are hereby authorized to execute and deliver the Official Statement on behalf of the Village.

Section 14. Treatment of Bonds as Debt. The Bonds shall be payable from the Pledged Moneys and do not and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Ad Valorem Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in this Ordinance (Section 17), in which case the amount of the Bonds then Outstanding shall be included in the computation of indebtedness of the Village for purposes of all statutory provisions or limitations until such time as an audit of the Village shall show that the Bonds have been paid from the Pledged Revenues for a complete Fiscal Year, in accordance with the Applicable Law.

Section 15. Bond Fund; 2011A TIF Revenues Subaccount; 2011A Sales Tax Revenues Subaccount. A. There is hereby created a special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the

“General Obligation Bonds (Alternate Revenue Source), Series 2011A, Bond Fund” (the “Bond Fund”). The purpose of the Bond Fund is to receive all moneys appropriated for the payment of the Bonds, including the Pledged Revenues and the Ad Valorem Taxes, and also including any income or revenue from other sources which may be available for payment of the Bonds (the “Money from Other Sources”). Pledged Revenues, Money from Other Sources, and Ad Valorem Taxes deposited into the Bond Fund for the purpose of abating the then-current Ad Valorem Taxes levy, and which will be expended within twelve months of the date of deposit, shall be credited to the Bond Fund in amounts sufficient to provide for such abatement. Such moneys shall not be deposited to provide for abatement for a particular year prior to December 16 of such year (being the levy year preceding interest and principal payments payable from such levy). The Bond Fund and its respective subaccounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The Treasurer shall deposit the Pledged Revenues and Money from Other Sources as available into the Bond Fund (at the times and in the amounts required by Section 19 hereof). Any Ad Valorem Taxes received by the Village shall also promptly be deposited into the Bond Fund. Ad Valorem Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds for which such taxes were levied and collected prior to use of any other moneys on deposit in the Bond Fund.

B. Bond Moneys on deposit in the Bond Fund shall be used as follows:

1. Bond Moneys shall be applied to the payment of interest when due and principal or redemption price when due at maturity or as redeemed pursuant to mandatory redemption from the Bond Fund, or
2. On or before 65 days preceding a mandatory redemption date, and provided notice is given to the Bond Registrar on or before said 65th day preceding a mandatory

redemption date, Bond Moneys up to the amount of the redemption requirement on such mandatory redemption date plus interest due on Term Bonds on such date may be applied (1) to the purchase of Term Bonds of the maturity for which such mandatory redemption requirement was established at prices (including commissions and charges, if any) not exceeding par and accrued interest to such mandatory redemption date or (2) to the redemption of such Bonds, without premium, pursuant to optional redemption provisions applicable thereto. Upon the purchase or redemption of Term Bonds of any maturity pursuant to this paragraph (B), an amount equal to the principal amount of such Bonds or applicable portion thereof so purchased or redeemed shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity, first, in the current year of such requirement, until the requirement for the current year has been fully met, and then in any order of payment on the Term Bonds as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine.

Interest or principal coming due at any time when there are insufficient funds on hand from the aforesaid sources dedicated to the payment of the same shall be paid promptly when due from current funds on hand in advance of the collection of such monies; and when such monies shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the Ad Valorem Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Taxes, to the extent necessary, may be levied, extended and collected as provided herein and deposited into the Bond Fund

C. There is hereby created within the Bond Fund a subaccount to be known as the “*2011A TIF Revenues Subaccount*” which subaccount shall be the fund to receive transfers of moneys, if any, provided by TIF Revenues for the payment of the interest on and principal of the Bonds. There is hereby further created within the Bond Fund a subaccount to be known as the “*2011A Sales Tax Revenues Subaccount*” which subaccount shall be the fund to receive transfers of moneys, if any, provided by Sales Tax Revenues for the payment of the interest on and principal of the Bonds. The Village Treasurer is hereby authorized and directed to make such transfers from time to time, first, of TIF Revenues, and, if such TIF Revenues are insufficient, then to make transfers of Sales Tax Revenues, as may be necessary, to assure the full and timely abatement of the Ad Valorem Taxes, it being the express intent of the Corporate Authorities that the TIF Revenues, and, if such TIF Revenues are insufficient, the Sales Tax Revenues, or any portion thereof, shall be the source of payment of the interest on and principal of the Bonds.

Section 16. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, and the further sum of proceeds that, when added to accrued interest, shall be sufficient to pay first interest coming due on the Bonds up to and including December 15, 2013, received by the Village upon the sale of the Bonds shall be remitted by the Treasurer for deposit into the Bond Fund and be used to pay such interest coming due on the Bonds.

B. The amount necessary from the proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall either be paid directly at delivery of the Bonds at the direction of the Village or be retained by the Village to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Any excess

amounts from the money held for such purpose shall be deposited into the Project Fund not more than six months from the date of issuance of the Bonds.

C. The remaining funds shall be set aside in a separate fund hereby created and designated as the “*Series 2011A Project Fund*” (hereinafter, the “*Project Fund*”), which the Village shall maintain as a separate and segregated account. Moneys in the Project Fund shall be withdrawn from time to time as needed for the payment of the Project Costs. For only the period ending on June 15, 2014, the Treasurer is also hereby authorized to, if necessary, transfer moneys in the Project Fund to the Bond Fund, in anticipation of receipt of the Pledged Moneys. Upon receipt of said anticipated Pledged Moneys, the Treasurer shall immediately reimburse the Project Fund for such transferred funds.

D. Alternatively to the creation of the funds and accounts described above, the Treasurer may allocate the Bond Moneys or the proceeds of the Bonds to one or more related funds of the Village already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the Treasurer of the duty to account and invest for the Bond Moneys and the proceeds of the Bonds as herein provided, as if such funds had in fact been created.

Funds on deposit in the Project Fund may be invested by the Treasurer of the Village in any lawful manner. All investment earnings in the Project Fund shall first be reserved and transferred to such other account as and to the extent necessary to pay any “excess arbitrage profits” under Section 148 of the Code to maintain the Tax-exempt status of the Bonds, and the remainder shall be retained in the Project Fund. Within sixty (60) days after full depletion of the Project Fund, the Treasurer of the Village shall certify to the Corporate Authorities the fact of such depletion, and upon approval of such certification by the Corporate Authorities, funds (if

any) remaining in the Project Fund shall be credited by the Treasurer of the Village to the account for payment of the Bonds; and the Project Fund shall be closed.

Section 17. Ad Valorem Property Taxes; Tax Levy. For the purpose of providing necessary funds to pay the principal of and interest on the Bonds when due or as subject to mandatory redemption, and as provided in Section 15 of the Debt Reform Act, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are Outstanding, a direct annual tax in amounts sufficient for that purpose, and there be and there hereby is levied upon all of the taxable property in the Village the following direct annual taxes (the Ad Valorem Taxes):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF:	
2011	-0-	for interest and principal to and including December 15, 2012 [interest capitalized and provided for during entire period as provided in the text above]
2012	-0-	for interest
2013	_____	for interest
2014	_____	for interest and principal
2015	_____	for interest and principal
2016	_____	for interest and principal
2017	_____	for interest and principal
2018	_____	for interest and principal
2019	_____	for interest and principal
2020	_____	for interest and principal
2021	_____	for interest and principal
2022	_____	for interest and principal
2023	_____	for interest and principal
2024	_____	for interest and principal
2025	_____	for interest and principal
2026	_____	for interest and principal
2027	_____	for interest and principal
2028	_____	for interest and principal
2029	_____	for interest and principal

Section 18. Filing with County Clerks. After this Ordinance becomes effective, a copy hereof, certified by the Acting Clerk, shall be filed with each of the County Clerks. Each of the County Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate Ad Valorem Taxes hereinbefore provided to be levied in each of said years; and, unless abated, each County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and each County Clerk, or other appropriate officer or designee, shall remit the Ad Valorem Taxes for deposit to the credit of the Bond Fund, and in said years the Ad Valorem Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general municipal purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Ad Valorem Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 19. Abatement of Ad Valorem Taxes. For the purpose of providing Pledged Revenues or Money from Other Sources in each year sufficient to pay debt service of all Outstanding Bonds for such year, the Village agrees and covenants to make provision therefor in the Village's annual budget and appropriation ordinance to be duly adopted by the Corporate Authorities, all in the manner, form, and time as provided by law. Prior to the deadline for the timely annual abatement of the Ad Valorem Taxes for the Bonds for the then current year, established by applicable law and the procedures of the County Clerks, the Treasurer shall deposit Pledged Revenues and may, if appropriated, deposit Money from Other Sources, or both, into the proper account or subaccount of the Bond Fund in an amount necessary to provide for the payment of interest on and principal of the Bonds otherwise payable from the proceeds of such tax levy. Upon (but in no event prior to) the deposit of such moneys, the Corporate

Authorities or the officers of the Village acting with proper authority shall direct the abatement of such levy of Ad Valorem Taxes for the Bonds to the extent of the moneys so deposited.

Section 20. Special Tax Allocation Fund - Accounts. A. The Special Tax Allocation Fund is hereby continued as a special fund of the Village, to be held by the Village except as hereinafter expressly provided, which fund shall be held separate and apart from all other funds and accounts of the Village, all in accordance with the TIF Act. The Incremental Property Taxes and any other moneys properly to be deposited into or received in the Special Tax Allocation Fund. The moneys on deposit in such fund shall be used solely and only for lawful and proper purposes under the TIF Act and shall, as and if available, and at the times and in the amounts as provided in this Ordinance, be transferred to the 2011A TIF Revenues Subaccount (of the Bond Fund), and shall be set aside as collected and be properly deposited to the credit of the Special Tax Allocation Fund.

B. As provided in the definition of Incremental Property Taxes, the Corporate Authorities may exclude the incremental taxes from designated parcels in the North Industrial TIF Area from time to time. As to all Incremental Property Taxes other than from such excluded parcels, and as provided in the TIF Act, such Incremental Property Taxes are to be paid to the Village Treasurer by the officers who collect or receive the Incremental Property Taxes. Whenever the Village Treasurer receives any of such Incremental Property Taxes, he or she shall promptly remit the same for deposit into and credit to the separate accounts hereby created within the Special Tax Allocation Fund and to be known as the "*Senior Lien Principal and Interest Account*," the "*Junior Lien Principal and Interest Account*," and the "*General Account*." As moneys are deposited into the Special Tax Allocation Fund, without any further official action or direction, the Village Treasurer shall credit to and deposit the same as follows:

(1) *The Senior Lien Principal and Interest Account.* The Village Treasurer shall first credit to and immediately transfer into the Senior Lien Principal and Interest Account all such Incremental Property Taxes, and, except as hereinafter provided, moneys to the credit of the Senior Lien Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the Outstanding Bonds and Additional Bonds as the same become due. Not later than each December 1, commencing December 1, 2013, the Village Treasurer shall conduct an accounting (an “*Accounting*”) to determine the balance of Incremental Property Taxes on deposit in and to the credit of the Senior Lien Principal and Interest Account. Such funds as are necessary to meet the Principal Requirement and the Interest Requirement shall then be transferred to the 2011A TIF Revenues Subaccount of the Bond Fund for payment of the Bonds, and to any bond funds created for the payment of Outstanding Additional Bonds that share ratably and equally in the Incremental Property Taxes with the Bonds. If, upon any Accounting, there are funds on deposit in and to the credit of the Senior Lien Principal and Interest Account in excess of the Principal Requirement and the Interest Requirement, such funds shall be transferred by the Village Treasurer to the Junior Lien Principal and Interest Account as hereinbelow provided.

(2) *The Junior Lien Principal and Interest Account.* Whenever and only when any Junior Lien Bonds are outstanding, the Village Treasurer shall next credit to and immediately transfer into the Junior Lien Principal and Interest Account the balance of the Incremental Property Taxes, and, except as hereinafter provided, moneys to the credit of the Junior Lien Principal and Interest Account shall be used solely and only for the purpose of paying principal of and interest and applicable premium on the Junior Lien Bonds as the same become due. If, upon any Accounting, there are funds on deposit in

and to the credit of the Junior Lien Principal and Interest Account in excess of the Junior Lien Principal Requirement and the Junior Lien Interest Requirement, such funds shall be transferred by the Village Treasurer to the General Account as hereinbelow provided.

(3) *The General Account.* The remaining Incremental Property Taxes, after crediting the required amounts to the Senior Lien Principal and Interest Account and, if any, the Junior Lien Principal and Interest Account hereinabove provided for, shall be transferred by the Village Treasurer for deposit in and credit to the General Account of the Special Tax Allocation Fund. At any time and from time to time the Village Treasurer shall transfer any moneys on deposit in the General Account, in order to remedy any deficiencies in any prior accounts of the Special Tax Allocation Fund. Except as hereinbefore provided in this subsection (c), moneys on deposit in the General Account shall be used for one or more of the following purposes, without any priority among them:

- (a) for the purpose of paying any North Industrial TIF Project costs; or
- (b) for the purpose of redeeming Outstanding Bonds, Additional Bonds or Junior Lien Bonds; or
- (c) for the purpose of purchasing Outstanding Bonds or Junior Lien Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or
- (d) for the purpose of refunding, advance refunding or prepaying any Bonds, Additional Bonds or Junior Lien Bonds; or
- (e) for the purpose of creating such additional reserves as may be deemed necessary by the Corporate Authorities, it being the express intent of the Corporate Authorities to reserve unto the Village the right to establish such reserve or reserves in

order to assure that the Ad Valorem Taxes may be abated in each Tax Year while any Bonds remain outstanding; or

(f) for the purpose of reimbursing the Village for any transfer of general corporate funds of the Village, including Sales Tax Revenues, for purposes relating to the Plan, the Project, or the North Industrial TIF Project including but not limited to funds disbursed for the payment of redevelopment project costs incurred by the Village or advanced to abate the Ad Valorem Taxes and whether or not such reimbursement occurs in the relevant Tax Year for which such advance was made; or

(g) for the purpose of distributing Incremental Property Taxes to the taxing districts or municipal corporations having the power to tax real property in the North Industrial TIF or to the Village pursuant to any redevelopment agreement; or

(h) for the purpose of paying principal of, or premium, if any, or interest on any obligation of the Village issued to pay redevelopment project costs for the North Industrial TIF, whether or not secured by a pledge of the monies to the credit of the Special Tax Allocation Fund; or

(i) for any other purpose related to the Plan, the Project or the North Industrial TIF Project pursuant to the TIF Act.

Section 21. Covenants Pertaining to the North Industrial TIF. The Village covenants and agrees with the holders of the Bonds that, so long as any Bonds remain Outstanding and unpaid:

A. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the North Industrial TIF Project and to the Incremental Property Taxes. Such books of record and accounts shall

at all times during business hours be subject to the inspection of the holders of not less than ten per cent (10%) of the aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

B. The Village will timely prepare or cause the preparation of complete financial statements with respect to the preceding Fiscal Year showing the Incremental Property Taxes received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the North Industrial TIF Project, including the balances in all funds and accounts relating to the Bonds and the North Industrial TIF Project as of the end of such Fiscal Year, all when and as required by the TIF Act, which statements shall be accompanied by a certificate or opinion in writing of an Independent certified public accountant. The Village will furnish a copy of such statements to any registered owner of ten percent (10%) or more in aggregate principal amount of Outstanding Bonds, upon written request of such owner.

C. The Village will continue to implement the North Industrial TIF Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Plan and the TIF Act.

Section 22. Investments. The moneys on deposit in the Special Tax Allocation Fund and the various accounts therein and in the TIF Revenues Subaccount and in the Sales Tax Revenues Subaccount may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time as moneys may be needed for the purposes for which the Special Tax Allocation Fund and such accounts and in the TIF Revenues Subaccount and in the Sales Tax Revenues Subaccount have been created. In addition, the Village Treasurer shall (with or without direction from the Corporate Authorities) sell such investments when necessary to remedy any deficiency in the Special Tax Allocation Fund and such accounts and in the TIF

Revenues Subaccount and in the Sales Tax Revenues Subaccount. All investment earnings shall be attributed to the fund or account for which the investment was made.

Section 23. TIF Revenues and Sales Tax Revenues Pledged. The Village hereby pledges the TIF Revenues and, ratably and equally with the Prior Sales Tax Bonds, the Sales Tax Revenues to the payment of the Bonds as hereinabove provided, and the Corporate Authorities covenant and agree to provide for, collect and apply TIF Revenues and/or Sales Tax Revenues to the payment of the Bonds as hereinabove provided and the provision of not less than an additional 0.25 times debt service. The Village hereby pledges to first apply all available TIF Revenues to the payment of the Bonds, and, if such amounts of TIF Revenues are insufficient, to then apply the Sales Tax Revenues to the payment of the Bonds. The determination of the sufficiency of the TIF Revenues and/or the Sales Tax Revenues pursuant to this Section shall be supported by reference to the most recent audit of the Village and the Report, and the reference to and acceptance of the Report by the Corporate Authorities shall be conclusive evidence that the conditions of Section 15 of the Debt Reform Act have been met.

Section 24. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, or any portion of the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues or such portion of the Pledged Revenues with the Bonds and, any portion of the Additional Bonds payable from the Sales Tax Revenues shall also share ratably and equally in the Sales Tax Revenues with the Prior Sales Tax Bonds.

Section 25. Pertaining to the Bond Registrar. If requested by the Bond Registrar, any officer of the Village is authorized to execute a standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the

Bond Registrar by acceptance of duties under this Ordinance agrees (a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law; (c) to cancel and/or destroy Bonds which have been paid at maturity or upon redemption or submitted for exchange or transfer; (d) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Village covenants with respect to the Bond Registrar, and the Bond Registrar further covenants and agrees as follows:

A. The Village shall at all times retain a Bond Registrar with respect to the Bonds; it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment, registration, transfer or exchange; and it will require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

B. The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the Village that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. Any Bond Registrar shall be the agent of the Village and shall not be liable in connection with the performance of its duties except for its own negligence or willful

wrongdoing. Any Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on Bonds.

C. The Village may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudicated a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Bond Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Bonds. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining a corporate trust office in Illinois or New York, and having capital and surplus and undivided profits in excess of \$100,000,000.

The Acting Clerk of the Village is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 26. General Covenants. The Village covenants and agrees with the registered owners of the Bonds, so long as any Bonds remain Outstanding, as follows:

A. The Village will punctually pay or cause to be paid from the Special Tax Allocation Fund, from the Sales Tax Revenues and from the Bond Fund the principal of and interest on the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof and hereof.

B. The Village will pay and discharge, or cause to be paid and discharged, from the Special Tax Allocation Fund, from the Sales Tax Revenues and the Bond Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Moneys, or any part thereof, or which might impair the security of the Bonds. Nothing herein contained shall require the Village to make any such payment so long as the Village in good faith shall contest the validity of said claims.

C. The Village will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Village, in which complete and correct entries shall be made of all transactions relating to the Pledged Moneys, the Special Tax Allocation Fund, the Sales Tax Revenues and the Bond Fund.

D. The Village will preserve and protect the security of the Bonds and the rights of the registered owners of the Bonds, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the Village, the Bonds shall be incontestable by the Village.

E. The Village will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

F. As long as any Bonds are Outstanding, the Village will continue to deposit and apply the TIF Revenues and the Sales Tax Revenues as provided herein and, if applicable, will deposit the Ad Valorem Taxes to the Bond Fund. The Village covenants and agrees with the purchasers of the Bonds and with the registered owners thereof that so long as any Bonds remain Outstanding, the Village will take no action or fail to take

any action which in any way would adversely affect the ability of the Village (i) to allocate or collect the Incremental Property Taxes, (ii) to collect the Sales Tax Revenues from the State of Illinois, (iii) to collect the Ad Valorem Taxes or (iv) to collect and to segregate the Pledged Moneys. The Village and its officers will comply with all present and future applicable laws in order to assure that the Incremental Property Taxes can be allocated and collected, that the Sales Tax Revenues can be collected, that the Ad Valorem Taxes can be levied and extended and that the Incremental Property Taxes, the Sales Tax Revenues and the Ad Valorem Taxes may be collected and deposited into the Special Tax Allocation Fund and to the credit of the respective accounts thereof, and the Bond Fund and to the credit of the respective subaccounts thereof, respectively, as provided herein.

G. The Outstanding Bonds shall be and forever remain until paid or defeased the general obligation of the Village, for the payment of which its full faith and credit are pledged, and shall be payable, both from the Incremental Property Taxes and the Sales Tax Revenues, as herein provided, and from the Ad Valorem Taxes, all as provided in the Debt Reform Act.

Section 27. General Tax Covenants. The Village hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action, within its control (including, without limitation, making or permitting, any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds not to be excludable from the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for

interest paid on the Bonds, under present rules, the Village may be treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the Village agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Bond Counsel; (c) to consult with Bond Counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 28. Certain Specific Tax Covenants.

A. None of the Bonds shall be a “private activity bond” as defined in Section 141(a) of the Code; and the Village certifies, represents, and covenants as follows:

- (1) Not more than 5% of the net proceeds and investment earnings of the Bonds is to be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.
- (2) No user of the real or personal property of the Village acquired, constructed, or improved with the proceeds of the Bonds, other than the Village or another governmental unit, will use the same on any basis other than the same basis as the general public; and except as noted, no person, other than the Village or another governmental unit, will be a user of such property as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds, other than those excepted as above, shall not be "arbitrage bonds" under Section 148 of the Code; and the Village certifies, represents, and covenants as follows:

- (1) With respect to the Project Costs, the Village has heretofore incurred or within six months after delivery of the Bonds expects to incur substantial binding obligations to be paid for with money received from the sale of the Bonds, said binding obligations comprising binding contracts for expenditures pursuant to the Project in not less than the amount of 5% of the proceeds of the Bonds.
- (2) More than 85% of the proceeds of the Bonds will be expended on or before three years for the purpose of paying such Project Costs.
- (3) All of the principal proceeds of the Bonds and investment earnings thereon will be used, needed, and expended for the purpose of paying such Project Costs including expenses incidental thereto.
- (4) The expenditures of Bond proceeds for the purposes stated are expected to proceed with due diligence to completion.
- (5) Except for the Bond Fund and the Senior Lien Principal and Interest Account, the Village has not created or established and will not create or establish any sinking fund reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of revenues and debt service and will be depleted at least annually to an amount not in excess of 1/12th the particular annual debt service on the Bonds. Money deposited into the Bond Fund will be spent within a 13-month period beginning on the date of deposit, and investment earnings in the Bond Fund will be spent or withdrawn from the Bond Fund within a one-year period beginning on the date of

receipt. The Senior Lien Principal and Interest Account may be treated as a sinking fund account under the Code.

(6) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the Village officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate Village officers are hereby authorized to make such investments.

(7) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of "excess arbitrage profits" to the United States Treasury (the "*Rebate Requirement*") is available to the Village, the Village will meet the Rebate Requirement.

(8) Relating to applicable exceptions, any Village officer charged with issuing the Bonds is hereby authorized to make such elections under the Code as such officer shall deem reasonable and in the best interests of the Village.

C. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the Village prior to the date hereof except for expenditures for which an intent to reimburse it as properly declared under Treasury Regulations Section 1.150-2. This Ordinance is in itself a declaration of official intent under Treasury Regulations Section 1.150-2 as to all Project Costs paid after the date hereof and prior to issuance of the Bonds.

D. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner or to obtain various promises of private persons relating to the Project, notwithstanding the representations and covenants in this and the preceding section, *provided* it shall first have received an opinion of Bond Counsel to the effect that use or investment of such

moneys or the changes in or use of such infrastructure as contemplated are proper under applicable law and will not adversely affect the Tax-exempt status of the Bonds.

Section 29. Municipal Bond Insurance. The Bond are insured pursuant to a municipal bond insurance policy (the “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”). As long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by the President on advice of counsel, his approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 30. Continuing Disclosure Undertaking. The President or the Acting Clerk are hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved; the officer signatory to such Continuing Disclosure Undertaking being hereby authorized and directed to execute same. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as in the text of this Ordinance provided, the Continuing Disclosure Undertaking will be binding upon the Village and the officers, employees, and agents of the Village, and the officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek

mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 31. Defeasance. Bonds which are no longer Outstanding Bonds as defined in this Ordinance shall cease to have any lien on or right to receive or be paid from the Pledged Revenues or the Ad Valorem Taxes, and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth in this Ordinance as such relates to lien and security for the Bonds in the Pledged Revenues or the Ad Valorem Taxes.

Section 32. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as in the text of this Ordinance provided.

Section 33. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 34. Superseder. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are to the extent of such conflict hereby superseded.

Section 35. Effective Date. This Ordinance shall be effective immediately upon its passage by the Corporate Authorities, signing and approval by the President.

PASSED by the Corporate Authorities on June 14, 2011.

APPROVED: June 14, 2011.

President

AYES: _____

NAYS: _____

PUBLISHED in pamphlet form by authority of the Corporate Authorities on June __, 2011.

RECORDED in the Village Records on June 14, 2011.

ATTEST:

Acting Clerk

[SEAL]

EXTRACT OF MINUTES of the regular public meeting of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, held at the Village Hall, 12 South Center Street, in said Village, at 6:30 p.m., on the 14th day of June 2011.

The President called the meeting to order and directed the Acting Clerk to call the roll.

Upon the roll being called, the President and the following Trustees, all of whom were physically present in said room, answered present: _____

The following Trustees were allowed by a majority of the Trustees of the Village Board in accordance with and to the extent allowed by rules adopted by the Village Board to attend the meeting by video or audio conference: _____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

There being a quorum present, the Village Board conducted various business.

* * * * *

Various business of the President and Board of Trustees was conducted.

* * * * *

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

(the “*Bond Ordinance*”).

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A Village Board discussion of the matter followed. During the Village Board discussion, _____, gave a public recital of the nature of the matter, which included a reading of the title of the ordinance and statements (1) that the ordinance provided for the issuance of general obligation bonds (alternate revenue source) for the purpose of paying for certain capital projects including infrastructure improvements in certain redevelopment project areas established in the Village; and including, in connection with said works, acquisition of all land or rights in land, mechanical, electrical, and other services necessary, useful or advisable thereto and, incidental to said works, to pay bond discount, bond interest, bond reserve account funding, legal, financing, and administrative expense, (2) that the bonds are issued as alternate revenue bonds pursuant to Local Government Debt Reform Act of the State of Illinois, (3) that the Bond Ordinance pledges certain revenues of the Village to the payment of the bonds, (4) that the Bond Ordinance provides for the levy of taxes to pay the bonds if the revenues are insufficient, and (5) that the Bond Ordinance provides many details for the bonds, including tax covenants, provision for terms and form of the bonds, and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the Bond Ordinance adopted, and did direct the Acting Clerk to record the same in full in the records of the Village Board of the Village of Bensenville, DuPage and Cook Counties, Illinois.

* * * * *

Other business was duly transacted at said meeting.

* * * * *

Upon motion duly made and carried, the meeting adjourned.

Acting Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified Acting Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting (the “*Meeting*”) of the Corporate Authorities held on the 14th day of June 2011, insofar as same relates to the adoption of an ordinance numbered and entitled:

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

(the “*Ordinance*”) a true, correct and complete copy of which *Ordinance* as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all of the news media requesting notice of the Meeting; that an agenda (the “*Agenda*”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities on a day that was not a Saturday,

Sunday or legal holiday for Illinois municipalities and at least 48 hours in advance of the holding of the Meeting, and remained continuously posted until on or after the adjournment of the Meeting; that the Agenda contained a separate specific item concerning the proposed adoption of the Ordinance; *that a true, correct and complete copy of the Agenda is attached hereto*; that the Meeting was called and held in strict accordance with the provisions of the Open Meetings Act of the State of Illinois, as amended and the Illinois Municipal Code, as amended; and that the Corporate Authorities have complied with all of the applicable provisions of said Act and said Code and its own procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this 14th day of June 2011.

Acting Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified Acting Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), and as such officer I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Corporate Authorities*”) thereof.

I do further certify that on the ____ day of June 2011 there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct and complete copy of that certain ordinance, numbered _____, of the Village and entitled:

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as Acting Clerk located in the Village.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the seal of the Village this ____ day of June 2011.

Acting Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois (the “*County*”), and as such officer I do hereby certify that on the _____ day of _____ 2011 there was filed in my office a duly certified copy of an ordinance, numbered _____, and entitled:

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

passed by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, on the 14th day of June 2011, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the
County this ____ day of _____ 2011.

County Clerk of
The County of DuPage, Illinois

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Cook, Illinois (the “*County*”), and as such officer I do hereby certify that on the _____ day of _____ 2011 there was filed in my office a duly certified copy of an ordinance, numbered _____, and entitled:

AN ORDINANCE authorizing and providing for the issue of \$18,425,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing capital improvements in certain redevelopment project areas heretofore designated by the Village, prescribing the details of said bonds and providing for the imposition of taxes sufficient to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

passed by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, on the 14th day of June 2011, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of the
County this ____ day of _____ 2011.

County Clerk of
The County of Cook, Illinois

[SEAL]

TYPE: Motion **SUBMITTED BY:** Village Manager **_DATE:** June 9, 2011

DESCRIPTION: Consider a Resolution amending the Intergovernmental Agreement with the O'Hare Noise Compatibility Commission

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE/BOARD ACTION:

DATE:

BACKGROUND:

The Village is a member of the O'Hare Noise Compatibility Commission, which was formed pursuant to an Intergovernmental Agreement with the City of Chicago to allow for communities impacted by O'Hare International Airport an opportunity to have a voice in airport issues. The Board recently extended the IGA through December 2015.

KEY ISSUES:

The City of Chicago recently amended the IGA to allow for the participation of five Aldermen representing neighborhoods near the airport. The City has requested all members to adopt the amendment IGA.

ALTERNATIVES:

1. Motion to approve a Resolution amending the ONCC Intergovernmental Agreement.
3. Direction of the Board.

RECOMMENDATION: Staff recommends approval of a Resolution amending the O'Hare Noise Compatibility Commission IGA.

BUDGET IMPACT: N/A

ACTION REQUIRED: Approve a Resolution amending the O'Hare Noise Compatibility Commission IGA.

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION

WHEREAS, the City of Chicago is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the “Illinois Constitution”), and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, the City of Chicago owns and operates an airport known as Chicago O’Hare International Airport (the “Airport”); and

WHEREAS, pursuant to authority granted by an ordinance adopted by this City Council on October 30, 1996, and Section 10 of Article VII of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220), the City entered into an Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission (the “Intergovernmental Agreement”) by and among the City and various municipalities and public school districts (as defined in the Intergovernmental Agreement, “Participants”); and

WHEREAS, the O’Hare Noise Compatibility Commission (“ONCC”) was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in noise issues related to the Airport; and

WHEREAS, by its terms, the Intergovernmental Agreement became effective in November of 1996 and the term was extended from December 31, 2005 to December 31, 2010, and again the term was extended to December 31, 2015; and

WHEREAS, ONCC has indicated a desire to approve the amended Intergovernmental Agreement; and

WHEREAS, the Village of Bensenville is currently a member of the O’Hare Noise Compatibility Commission; and

WHEREAS, on January 13, 2011 the Chicago City Council considered a revised Intergovernmental Agreement adding terms to allow for representatives of five wards to serve on the ONCC; and

WHEREAS, the City of Chicago approved the revised Intergovernmental Agreement which is attached to this Resolution as “EXHIBIT A

NOW, THEREFORE, BE IT RESOLVED by the Board of (*Member School District or Community Village Board/City Council*);

SECTION 1. That the recitals set forth herein above are incorporated herein by reference as the factual basis for this transaction.

SECTION 2. That the Board President/Village President/Mayor is hereby authorized to execute, and the Secretary/Village Clerk/City Clerk attest the approval of the attached Intergovernmental Agreement relating to the O'Hare Noise Compatibility Commission.

SECTION 3. That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of _____ 2011.

APPROVED this ____ day of _____ 2011.

VOTE: Ayes ____ Nays ____ Absent ____

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MIGUEL DEL VALLE, City Clerk of the City of Chicago in the County of Cook and State of Illinois, DO HEREBY CERTIFY that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office authorizing amended Intergovernmental Agreement relating to O'Hare Noise Compatibility Commission.

I DO FURTHER CERTIFY that the said ordinance was passed by the City Council of the said City of Chicago on the thirteenth (13th) day of January, 2011.

I DO FURTHER CERTIFY that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 48 Nays 0

I DO FURTHER CERTIFY that the said ordinance was delivered to the Mayor of the said City of Chicago after the passage thereof by the said City Council, without delay, by the City Clerk of the said City of Chicago, and that the said Mayor failed to return the said ordinance to the said City Council with his written objections thereto at the next regular meeting of the said City Council occurring not less than five (5) days after the passage of the said ordinance.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Chicago aforesaid, at the said City, in the County and State aforesaid, this twenty-seventh (27th) day of April, 2011.

[D.P.]



MIGUEL DEL VALLE, City Clerk

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality pursuant to Article VII, Section 6 of the 1970 Illinois Constitution (the "Illinois Constitution") and, as such, may exercise any power and perform any function related to its government and affairs; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "Airport"); and

WHEREAS, Pursuant to authority granted by (a) an ordinance adopted by this City Council on July 10, 1996 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date at pages 24919 -- 24932, as amended by an ordinance adopted on October 30, 1996 and published in the *Journal* of such date at pages 31190 -- 31198, as further amended by an ordinance adopted on June 8, 2005 and published in the *Journal* of such date at pages 49854 -- 49856 and as further amended by an ordinance adopted on September 8, 2010 and published in the *Journal* of such date at pages 99104 -- 99116; (b) Section 10 of Article VII of the Illinois Constitution and (c) the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the City entered into an intergovernmental agreement relating to the O'Hare Noise Compatibility Commission (the "Intergovernmental Agreement") by and among the City and various municipalities and public school districts; and

WHEREAS, The O'Hare Noise Compatibility Commission (the "Commission") was established pursuant to the Intergovernmental Agreement and provides a common forum for interested parties to have a voice in the noise issues related to the Airport; and

WHEREAS, The City desires to amend the Intergovernmental Agreement to add five additional participants appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 41 and 45 of the City of Chicago ("Chicago Ward Participants"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of this City Council and are hereby incorporated in this ordinance by this reference.

SECTION 2. The Commissioner of the Chicago Department of Aviation of the City (the "Commissioner") is hereby authorized to execute an amended Intergovernmental Agreement substantially in the form attached hereto as Exhibit A (the "Amended Intergovernmental Agreement"), and to execute any and all instruments and take such additional actions which the Commissioner determines to be necessary or desirable to implement the terms of the Amended Intergovernmental Agreement. The Amended Intergovernmental Agreement is hereby approved and confirmed.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or any part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

*Intergovernmental Agreement Relating To The
O'Hare Noise Compatibility Commission.*

This agreement is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Participants, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

Section 1.

Establishment Of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area, (b) oversee an effective and impartial noise monitoring system, and (c) advise the City concerning O'Hare-related noise issues.

Section 2.

Composition And Organization.

A. The O'Hare Commission shall consist of the (i) mayor, village president or chief executive officer or other designee of each of the cities and villages in the O'Hare Commission Area, (ii) the president, superintendent or other designee of each public school district serving any portion of the O'Hare Commission Area; (iii) one member appointed by the President of the Cook County Board representing the unincorporated areas of Leyden, Maine, Niles and Norwood Park Townships in Cook County, (iv) one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County, and (v) five members appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 41 and 45 of the City of Chicago ("Chicago Ward Participants"), provided that no such person shall be eligible to participate as a member of the O'Hare Commission unless the city, village, public school district, or county represented by such person has approved and executed a counterpart of this Agreement by

December 31, 2010 or pursuant to Section 5.G, except that the five Chicago Ward Participants shall be eligible to participate as individual member Participants of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission Area (as defined in Appendix B) includes communities and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those communities and public school districts to work together with the City on a cooperative basis in addressing these issues.

C. Representatives of the Archdiocese of Chicago, the Diocese of Joliet and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special "Advisory Members" of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

D. The O'Hare Commission shall elect annually from its members a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission also shall appoint, retain and employ an executive director and such other staff, professional advisors and consultants as may be needed to carry out its powers and duties. The appointment of any staff and the selection of professional advisors and consultants must be approved by two-thirds of the members of the O'Hare Commission.

E. Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the O'Hare Commission shall be necessary for the approval of any action by the O'Hare Commission. A majority of the members of the O'Hare Commission shall constitute a quorum for the transaction of business. The O'Hare Commission may establish a schedule of regular meetings, and a special meeting may be called by the City or any two members of the O'Hare Commission upon at least seven days' written notice to the City, each Participant and each Advisory Member.

Section 3.

O'Hare Commission Powers And Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) A majority of the members of the O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in Appendix A, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs and the implementation of FAA standard noise abatement, take-off and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any O'Hare Part 150 Plan to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) Upon the reasonable request of the O'Hare Commission, it shall receive from the City full access to all publicly available documents relating to (i) any O'Hare noise monitoring, (ii) any O'Hare-related noise compatibility project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA related to airport noise mitigation related to O'Hare.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants or professional advisors shall use, or assist other persons in using flight track data for O'Hare and/or Midway Airports ("Data") provided by the FAA's Chicago Terminal Approach Control ("TRACON") facility in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Participants, representatives, agents, employees, consultants and professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission, or any of its Participants, representatives, agents, employees, consultants or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Participants, representatives, agents, employees, consultants or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt annually a current expense budget for each fiscal year. The O'Hare Commission's current expense budget shall be adopted at least 60 days prior to the commencement of each such fiscal year following its first full fiscal year. The O'Hare Commission's current expense budget of \$256,000 shall be paid by the City. Thereafter, the O'Hare Commission's expense budget shall be evaluated annually.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees or any airline using O'Hare, except for enforcement of the provisions of this Agreement.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt bylaws and rules for the conduct of its meetings consistent with powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Participant, each Advisory Member and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this section.

Section 4.

Term Of Agreement.

A. This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2015 unless otherwise terminated with the written consent of the City and two-thirds of the Participants. The term of this Agreement may be extended upon the approval of the City and any Participant which wishes to extend the term of the Agreement. If any Participant defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Participant, the O'Hare Commission may terminate the defaulting Participant's participation as a party to this Agreement. A material default by a Participant shall include, but is not limited to, the failure of its authorized representative or alternate to attend three or more consecutive meetings of the O'Hare Commission.

B. Any Participant may withdraw as a member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Participant's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Participant shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2011, upon 180 days prior written notice to each Participant and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 5.

Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If To The City, to:

Commissioner
Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
Tel.: (773) 686-2200
Fax: (773) 686-3424

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant, and, in the case of Chicago Ward Participants, to such telephone and facsimile numbers as they may provide to the O'Hare Commission, and if to an Advisory Member, to the address provided to the O'Hare Commission by such Advisory Member.

All notices shall be effective upon receipt. Notices given by fax shall be confirmed by mailing a copy thereof, first class postage prepaid. Any Participant may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Participant or other Governmental Unit. A Participant shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Participant or another Governmental Unit. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Participant shall be liable for any expenditures, indebtedness or other financial obligations incurred by the Commission unless the City or such Participant has affirmatively agreed to incur such expenditure, indebtedness or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. Appendices A and B are incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district or county located in the O'Hare Commission Area prior to January 1, 2011 shall not require the consent of the O'Hare Commission, the City or any participant.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district or county located in the O'Hare Commission Area that does not become a Participant prior to January 1, 2011 may thereafter become a Participant upon (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 2.E and (ii) execution of a counterpart of this Agreement.

H. The approval of two-thirds of the Participants, and the approval of the City, shall be required to amend this Agreement. Notice of any proposed amendment shall be mailed to each Participant and each Advisory Member at least 10 days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Participants.

Executed as of this _____ day of _____, 2010.

City of Chicago

By: _____
Commissioner,
Chicago Department of Aviation

(Name of Governmental
Unit or Other Entity)

By: _____
Authorized Officer

Address: _____

Appendices "A" and "B" referred to in this Intergovernmental Agreement relating to O'Hare Noise Compatibility Commission read as follows:

Appendix "A".
(To Intergovernmental Agreement Relating To
O'Hare Noise Compatibility Commission)

Implementation Of Noise Compatibility Projects.

In connection with the development and implementation of noise compatibility projects in the O'Hare Commission Area, the City and the O'Hare Commission shall have the following duties and responsibilities:

A. The members of the O'Hare Commission shall direct the further development of the noise compatibility programs for the O'Hare Commission Area. The members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and related airport revenues (Airport Improvement Program grants, Passenger Facility Charges ("PFC"), and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this Appendix A. Each Participant and other Governmental Unit that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements

with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this Appendix A. Neither the O'Hare Commission nor any Participant shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this Appendix A.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City of Chicago and with the consent of the property owner, at its option, the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City of Chicago may be implemented through Participants and other Governmental Units located in the O'Hare Commission Area. A Governmental Unit may request that the City undertake a Noise Compatibility Project within such Governmental Unit's corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Participant and all other Governmental Units located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this Appendix A, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this Appendix A. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any noise mitigation projects, so as to maximize the availability and impact of the City's financial contribution to noise mitigation projects in the O'Hare Commission Area.

G. The City shall install and maintain a permanent noise monitoring system (the "System") at and around O'Hare Airport. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("System Operator) selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("System Expert") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the Noise Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$150,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 33 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The correlated data collected by the System shall be made available by the City to the O'Hare Commission and any Participant that requests such data. The City shall provide reports to the O'Hare Commission and each Participant based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 3.A(5) of this Agreement.

Appendix "B".
(To Intergovernmental Agreement Relating To
O'Hare Noise Compatibility Commission)

Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Advisory Member" means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory member of the O'Hare Commission as provided in Section 2.C, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"City" means the City of Chicago. The Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"FAA" means the Federal Aviation Administration or any successor agency.

"Governmental Unit" means a county, township, municipality, municipal corporation, unit of local government, public school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

"Noise Compatibility Programs" means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O'Hare Commission Area as determined by the O'Hare Commission in cooperation with the City.

"Noise Compatibility Projects" means the noise compatibility projects (including administrative costs) in the O'Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O'Hare Commission in cooperation with the City based on criteria adopted by the O'Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

"O'Hare" means Chicago O'Hare International Airport.

"O'Hare Commission" means the O'Hare Noise Compatibility Commission established pursuant to this Agreement and having the composition set forth in Section 2 of this Agreement.

"O'Hare Commission Area" means the area in the vicinity of O'Hare with an interest in O'Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities and Governmental Units: (i) the City of Chicago, Arlington Heights, Bartlett, Bellwood, Bensenville, Des Plaines, Elmwood Park, Franklin Park, Harwood Heights, Hoffman Estates, Itasca, Maywood, Melrose Park, Mount Prospect, Niles, Norridge, Northlake, Oak Park, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, Stone Park and Wood Dale; (ii) the unincorporated areas of Leyden, Maine, Niles and Norwood Park Townships in Cook County and the unincorporated areas of Addison Township in DuPage County; (iii) Districts 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 214, 234, 299 and 401. Municipalities and public school districts may be added to the O'Hare Commission Area as provided in Section 5.G.

"Part 150 Plan" means a noise abatement and land-use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

"Participant" means, at any time, each city, village, public school district or county located in the O'Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, "Participant" shall include the Chicago Ward Participants as set forth in Section 2.A(v) of this Agreement, who shall be eligible to participate as individual member Participants on the O'Hare Commission upon approval and execution of this Agreement by the City.

"Residential Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation to homes in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"School Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation and sound insulation funding to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** June 14, 2011

DESCRIPTION Resolution that will amend the non-exclusive license agreement with Robert Morris University: Redmond Soccer Facility

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Recreation & Community Building. Board on 06/14/11

DATE: June 14, 2011

BACKGROUND:

Attached:

- Information about TCPN (The Cooperative Purchasing Network) TCPN is a company that pre bids projects through companies to establish the best possible pricing in which MC Sports and Field Turf are both members. Robert Morris also recognizes TCPN.
- 1st contract from M-C Sport Systems for the preparation of the base itself
- 2nd contract is from Field Turf for the actual installation of the artificial turf to the prepared base. Reason for the separate contracts is to eliminate the additional markup that Field Turf would add to the project if the prep work was put through them. Approximate savings 9%
- 2 letters of intent one from each contractor
- Agreement To Amend Non-Exclusive License Agreement
- Letter to Mr. Michael P. Viollet President Robert Morris University
- Certificate of Insurance

KEY ISSUES:

- The field has reached its life expectancy which is approximately 8 years. Seams are pulling apart causing a trip hazard and chunks of the field are coming out.
- Project cost \$429,471,000
- Robert Morris University will donate \$100,000 to the project with the remaining funds coming from the fee's that RMU pays to use our outdoor facilities
- RMU will cut a check in the amount of \$429,471.00 to the Village for the entire cost of the project. Less the \$100,000 donation from RMU the Village will pay back through usage fees over a 4yr period \$329,471.00.
- 1st yr. \$80,000.00 will be withheld and the remaining 3 yrs. will be \$83,157.00 each.
- My goal is to cover the loss of revenue through cost savings measures. The leasing out of the Pro Shop is a reduction to expense of approximately \$50,000. I am currently working with an energy audit company to find additional savings through our utilities expenses.

ALTERNATIVES:

- Not to replace the field which within a short period of time will become unusable
- RMU will be forced to find another location

RECOMMENDATION:

- Staff recommends approval of resolutions executing
 1. Agreement To Amend Non-Exclusive License Agreement
 2. Letter of Intent to MC Sport
 3. Letter of Intent to Field Turf

BUDGET IMPACT:

- Loss of approx. \$82.0 in revenue over 4 yrs. but to be offset by expense cuts that are being put in place.

ACTION REQUIRED:

- This is a time sensitive issue and Board action on approval of resolutions is needed.

June 2, 2011

Mr. Michael P. Viollt, President
Robert Morris University
401 South State Street
Chicago, Illinois 60106

Re: Redmond Park Facilities Improvement

Dear President Viollt:

This letter summarizes the understanding reached between Robert Morris University (“University”) and the Village of Bensenville (“Village”) concerning renovation of the artificial turf surface at the Village’s Redmond Park facilities, currently used by the University, under the Non-Exclusive License Agreement between the Village and the University dated December 5, 2011 (“License Agreement”).

The Village has a proposal from two firms to perform the renovation for approximately \$429,471.00 total. Because the Village is undertaking the artificial turf renovation principally to enhance the University’s use of the Redmond Park facilities, the University has agreed to fund the renovation through payments on behalf of the Village totaling this amount directly to the firms undertaking the renovation in accordance with the payment provisions of their contracts.

Of the \$429,471.00 total payments by the University, the Village understands that \$100,000.00 will be a donation to the Village. The balance of the payments, \$329,471.00, will be applied as a credit to the annual license fee which the University is required to pay under the License Agreement. \$80,000 of the balance will be applied to the 2011 license fee. \$83,157.00 will be applied to the license fee for each of the next three (3) years of the License Agreement’s term. The License Agreement will be amended to provide for a license fee of \$83,157.00 per annum for those three (3) years. If the University terminates the License Agreement prior to the Agreement’s expiration, the balance of the University’s remaining credits for the license fees would become additional liquidated damages to the Village for the termination.

On the assumption that this arrangement will be satisfactory to the University, I have had the Village Attorney prepare, and include here for the University’s consideration, a draft amendment to the License Agreement enabling this arrangement. The amendment also

revises the License Agreement to provide a scheduling priority for the University's use of the baseball, softball, and soccer fields at Redmond Park,

Please review the amendment and advise me of any questions on it or any aspects of the arrangements summarized here. If amendment is satisfactory, the University may proceed to execute it and return it to me. I will then submit it to the Village Board for the approval and the Village's execution.

The Village and I appreciate very much yours and the University's cooperation to enable the Redmond Park artificial turf renovations, and look forward to concluding these arrangements for it as soon as possible.

Very truly yours,

Gary Thorsen, Director
Community Events and Redmond Complex
Village of Bensenville

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AGREEMENT TO AMEND NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement ("Amendment Agreement") is entered into June __, 2011, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois ("Village"), an Illinois municipal corporation, and Robert Morris University Illinois ("Robert Morris University"), formerly known as Robert Morris College, an Illinois not-for-profit corporation, with principal offices at 401 South State Street, Chicago, Cook County, Illinois (collectively referred to as the 'Parties'), to amend a certain Non-Exclusive License Agreement ("License Agreement") entered into between the Parties on December 5, 2006,

W I T N E S S E T H,

WHEREAS, the Parties have previously entered into a License Agreement, presently in effect, for Robert Morris University's use of certain facilities at Redmond Park, which is owned and operated by the Village; and

WHEREAS, the Parties desire to amend the License Agreement in relation to liquidated damage, further improvements to and priority in scheduling Robert Morris University's use of the baseball, softball, and soccer fields at Redmond Park, an increase in the license fee, and other matters as set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged by the Parties, it is hereby agreed as follows:

1. Section 1.7 of the License Agreement is amended by adding as the last sentence of that section the following:

In 2011, the Village shall undertake the replacement of the artificial turf of the soccer and football field and stripe such for football, soccer, and lacrosse, if Robert Morris University that year, in addition to payment of the license fee for the fifth (5th) year, shall pay the Village, in advance, the license fees for the sixth (6th), seventh (7th), and eighth (8th) years as set out Section 5.2 of this Agreement and additional \$100,000.00 as a donation toward said replacement.

2. Section 2.2.3 of the License Agreement is amended by adding as the last sentence of that section the following:

Also, if this Agreement is terminated in the sixth, seventh, eight, or ninth year of its term, besides the foregoing liquidated damages, the Village shall be entitled to retain, as additional liquidated damages, the balance as of the termination date of all license fees paid in advance.

3. Section 5.2. of the License Agreement is amended to read in its entirety as follows:

For the first five (5) years of this Agreement, Robert Morris University shall pay the Village \$80,000.00 per year as a fee for this non-exclusive license to use the facilities set forth in Section 5.1 herein. For the next three (3) years thereafter, Robert Morris University shall pay the Village a fee of \$83,157.00 per year for the said license, with the payment therefor for the final two (2) years being \$30,000.00 each year. Credit for any advanced payment of license fees as provided in Section 1.7 shall be subject to the provisions of Section 2.2.3.

4. Section 5.4. of the License Agreement is amended to read in its entirety as follows:

Robert Morris University shall be entitled to non-exclusive use of the baseball, softball, and soccer fields for a cumulative total of not more than forty-five (45) dates per calendar year. The Village reserves the right to charge additional license fees for all dates in excess of the cumulative forty-five (45) days per calendar year. An additional five (15) dates per calendar year will be included in the present fee structure to accommodate Robert Morris University teams. The Village shall give Robert Morris University scheduling priority over others in the use of the baseball, softball, and soccer fields on forty-five (45) allotted dates and on the five (5) dates for use of a lacrosse team. The failure of Robert Morris University to use said fields shall not relieve the University of its obligation to pay the license fees as more fully set forth in Section 5.2. herein. The Village shall use its best efforts to make additional dates needed for tournaments and post-season games available to Robert Morris University upon sufficient notice to the Village.

IT IS FURTHER AGREED that all references in the License Agreement to "Robert Morris College" shall read "Robert Morris University."

The Parties hereby affirm all other terms and conditions of the License Agreement not inconsistent with this amendment.

This Amendment Agreement shall be effective upon execution.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment Agreement pursuant to requisite authorization on the date first written above.

Village of Bensenville

Robert Morris University

By: _____
Village President

By: _____
Its _____

Attest: _____
Deputy Village Clerk

Witness: _____
Its _____

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RESOLUTION NO.

**A RESOLUTION APPROVING THE VILLAGE OF BENSENVILLE'S
ENTRY INTO AGREEMENT TO AMEND NON-EXCLUSIVE
LICENSE AGREEMENT WITH ROBERT MORRIS UNIVERSITY**

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

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

WHEREAS, pursuant to such power, the President and the Board of Trustees of the VILLAGE passed and approved Resolution No. R-201-2006 on December 5, 2006, authorizing the VILLAGE to enter into a certain Non-Exclusive License Agreement ("License Agreement") with Robert Morris University ("Robert Morris") for the latter's use of the Redmond Recreational Complex; and

WHEREAS, Robert Morris and the VILLAGE wish to amend the License Agreement to provide for revised license fees and scheduling, replacement of the artificial turf, and other matters as set out in the Agreement to Amend Non-Exclusive License Agreement ("Amendment Agreement"), attached hereto as Exhibit A, which is incorporated herein by reference; and

WHEREAS, for this purpose, the President and Board of Village Trustees have determined that it is reasonable, necessary, and desirable for the VILLAGE to enter into the Amendment Agreement,

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

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

SECTION TWO: The Village President is hereby authorized to execute the Amendment Agreement in Exhibit "A," and the Village Clerk or Deputy Village Clerk, to attest to the same as may be required.

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14th day of June 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Deputy Village Clerk

Ayes: _____

Nays: _____

Absent: _____

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** June 14, 2011

DESCRIPTION Resolution that will authorize the Village Manager to execute an agreement with M-C Sport Systems, Inc. for the removal of turf and the preparation of the base for replacement at Redmond soccer facility.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X
X

Financially Sound Village
Quality Customer Oriented Services
Safe and Beautiful Village

X

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

COMMITTEE ACTION: Recreation & Community Building. Board on 06/14/11 **DATE:** June 14, 2011

BACKGROUND:

Attached:

- Information about TCPN (The Cooperative Purchasing Network) TCPN is a company that pre bids projects through companies to establish the best possible pricing in which MC Sports and Field Turf are both members. Robert Morris also recognizes TCPN.
- 1st contract from M-C Sport Systems for the preparation of the base itself
- 2nd contract is from Field Turf for the actual installation of the artificial turf to the prepared base. Reason for the separate contracts is to eliminate the additional markup that Field Turf would add to the project if the prep work was put through them. Approximate savings 9%
- 2 letters of intent one from each contractor
- Agreement To Amend Non-Exclusive License Agreement
- Letter to Mr. Michael P. Violit President Robert Morris University
- Certificate of Insurance

KEY ISSUES:

- The field has reached its life expectancy which is approximately 8 years. Seams are pulling apart causing a trip hazard and chunks of the field are coming out.
- Project cost \$429,471,000
- Robert Morris University will donate \$100,000 to the project with the remaining funds coming from the fee's that RMU pays to use our outdoor facilities
- RMU will cut a check in the amount of \$429,471.00 to the Village for the entire cost of the project. Less the \$100,000 donation from RMU the Village will pay back through usage fees over a 4yr period \$329,471.00.
- 1st yr. \$80,000.00 will be withheld and the remaining 3 yrs. will be \$83,157.00 each.
- My goal is to cover the loss of revenue through cost savings measures. The leasing out of the Pro Shop is a reduction to expense of approximately \$50,000. I am currently working with an energy audit company to find additional savings through our utilities expenses.

ALTERNATIVES:

- Not to replace the field which within a short period of time will become unusable
- RMU will be forced to find another location

RECOMMENDATION:

- Staff recommends approval of resolutions executing
 1. Agreement To Amend Non-Exclusive License Agreement
 2. Letter of Intent to MC Sport
 3. Letter of Intent to Field Turf

BUDGET IMPACT:

- Loss of approx. \$82.0 in revenue over 4 yrs. but to be offset by expense cuts that are being put in place.

ACTION REQUIRED:

- This is a time sensitive issue and Board action on approval of resolutions is needed.



M-C Sport Systems, Inc

101 S. Hough St. #7

Barrington, IL 60010

847-455-4700

847-756-3976

May 26, 2011

Mr. Gary Thorsen
Village of Bensenville
735 Jefferson St.
Bensenville, IL 60106

CONTRACT

Location: Redman Rec. Complex, 735 Jefferson St., Bensenville, IL 60106

SCOPE OF WORK

Increase field area on north side 15' wide by 360' long to include:

1. Remove 4 trees, asphalt walk path, 360' of concrete curb and dispose.
2. Remove existing turf and dispose; repair "E-layer" as needed.
3. Excavate 8" below new finish grade.
4. Install Geotextile fabric and finger flat drains.
5. Install 8" of P-210 stone.
6. Install new 390' concrete curb with nailer.
7. Remove and reset 2 football goals 7 1/2' to the north.
8. Furnish and install one 3" fence post in black 20' high.
9. Furnish and install 10' of new netting to match existing.
10. Remove 180' of berm along south side of field for players' benches. NOTE: Fine grading and seeding by others.
11. Increase field area on south side 15'x180' for players' benches. Note: FieldTurf by others.
 - a. Excavate 8" below new finish grade.
 - b. Install geotextile fabric.
 - c. Install 2"x8" walmanized wood curb 210 lf
 - d. Install 8" P-210 stone compacted and graded to meet FieldTurf specifications.

Mr. Gary Thorsen
Village of Bensenville
May 26, 2011
Page 2

TOTAL QUOTATION ----- \$90,090.00

**** PRICES ARE GOOD FOR 20 DAYS FROM DATE OF QUOTATION****

Our terms and conditions are set forth in the page entitled "General Conditions Of Sale", No. MCSS-191, which are incorporated herein and made a part hereof.

Terms of Payment: 20% deposit on acceptance (\$18,018);
60% on completion of phase 5 (\$54,054);
Balance on completion of project (18,018).

Thank you for the opportunity to furnish our quotation and I hope to be of service to you.

Sincerely,

M-C SPORT SYSTEMS, INC.



Basil R. Sabbak, CTCB

*** IF THIS IS A TAX EXEMPT JOB PLEASE PROVIDE TAX ID # _____**

DATE OF ACCEPTANCE: _____

BY: _____

M-C SPORT SYSTEMS, INC.

GENERAL CONDITIONS OF SALE

1. The cost of building permit fees, utility tap-in fees and preparation of necessary drawings to obtain such permits shall be paid by Owner and is not included in the price of this proposal. Owner is responsible for insuring that work is within property lines and clear of setbacks and other restrictions. M-C SPORT SYSTEMS, INC. is not responsible for damage or disruptions to any underground utilities, structures, septic systems or the like, and owner shall indemnify and hold harmless M-C SPORT SYSTEMS, INC. and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from said damages, disruptions, encroachments, violations of restrictions or other similar matters, unless a site plan showing exact location of such items is provided prior to commencement of any work. M-C SPORT SYSTEMS, INC. is not responsible for damage to grass, trees, shrubbery, walkways and driveways. Furthermore, M-C SPORT SYSTEMS, INC. is not responsible for its addition of materials to the job site of the premises or any pre-existing soil conditions on the job site or the premises or any related (Federal, State or Local) environmental law violations and Owner shall indemnify and hold harmless M-C SPORT SYSTEMS, INC. and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from said claims, damages, losses, expenses or violations to Owner or others.
2. Whenever M-C SPORT SYSTEMS, INC. agrees to provide drawings, said drawings will be submitted to the Owner for approval or correction and, in the latter instance, will be resubmitted for final approval by signature of Owner on the drawings. Final approval shall then constitute complete acceptance by Owner insofar as design aspects are concerned and is authority for M-C SPORT SYSTEMS, INC. to order materials and commence construction.
3. The price quoted assumes a clear and level site with normal soil conditions. If in the prosecution of the work, M-C SPORT SYSTEMS, INC. encounters unusual soil or water conditions, buried utility lines, obstructions, inaccurate surveys or descriptions, or any other difficulties that affect the price quoted or time for completion, M-C SPORT SYSTEMS, INC. will notify the Owner of such difficulties and a change order, which includes the price agreed upon by both parties, as described in paragraph 17 shall be executed in writing by Owner.
4. M-C SPORT SYSTEMS, INC. shall supervise and direct the work, using their best skill and attention. M-C SPORT SYSTEMS, INC. shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
5. M-C SPORT SYSTEMS, INC. shall comply with tax, social security, unemployment compensation and workmen's compensation laws and acts (federal, state and local) insofar as applicable to the performance of this Contract.
6. Deliveries are contingent upon the availability of material and other conditions, but in no event will M-C SPORT SYSTEMS, INC. be liable for delays in delivery or other consequential damage due to any cause whatsoever.
7. This Contract does not contemplate overtime work and if required by Owner, such additional cost or expense shall be assumed by the Owner.
8. No terms, conditions or representations altering, detracting from, or adding to the terms hereof, shall be valid unless evidenced in writing and signed by the parties hereto.
9. This proposal and change orders (if any) shall not be binding upon the parties hereto until signature of acceptance by Corporate Officer of M-C SPORT SYSTEMS, INC. is placed thereon.
10. M-C SPORT SYSTEMS, INC. reserves the right to renegotiate before construction commences in the event the cost of labor, materials, or taxes, except income taxes, increase substantially.
11. Terms of Payment: At the end of each phase, 90% of completed work is immediately due and payable. Upon completion of project, Balance Due - Net 10 days. 1 1/2% Service Charge per month shall be added to past due accounts. Each phase is described in the body of the attached Contract.
12. The term Project Site (hereinafter "project site") shall mean all areas and locations and work product where the materials and services will be provided and have been provided under this contract including but not limited to tennis courts, putting greens, seal coated surfaces, driveways, lots and tracks. No use of the project site shall be made, either wholly or partially until the project site has been completed and accepted by Owner. In the event that the Owner uses or allows the use of the project site prior to completion without the express written consent of M-C SPORT SYSTEMS, INC., this use shall constitute full and final acceptance by the Owner of all work to be performed by M-C SPORT SYSTEMS, INC. at the full contract price and all amounts under the Contract shall become immediately due and payable by Owner without notice from M-C SPORT SYSTEMS, INC.
13. M-C SPORT SYSTEMS, INC. is fully covered by Workmen's Compensation, Public Liability and Property Damage Insurance.
14. All material and labor is guaranteed against defective workmanship and materials for a period of twelve (12) months after the earliest date of completion, occupancy or use. All manufacturers warranties supersedes M-C SPORT SYSTEMS, INC. guarantee.
15. Title to the material covered by the purchase shall remain in M-C SPORT SYSTEMS, INC. until full payment has been made therefor by the Owner.
16. The Owner, without invalidating this proposal, may order changes in the work consisting of additions, deletions or modifications; the price quoted and the time for completion being adjusted accordingly. All such Change Orders shall be authorized in writing and signed by the Owner and M-C SPORT SYSTEMS, INC. The cost or credit to the Owner from a Change Order shall be determined by mutual written agreement before the work is performed.
17. Owner shall pay all reasonable attorney's fees and costs incurred by M-C SPORT SYSTEMS, INC. in collecting sums due under this contract, in enforcing any of the terms of this contract, or in being made a party to any litigation arising out of this Contract or the work performed or to be performed under this Contract.
18. This quotation supersedes all previous quotations and (together with these General Conditions of Sale) constitutes the entire contract between the parties.

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE ENTRY INTO A CONTRACT WITH M-C
SPORT SYSTEMS, INC., FOR REMOVAL OF OLD ARTIFICIAL TURF IN
REDMOND PARK AND PREPARATION OF BASE FOR REPLACEMENT**

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

WHEREAS, the VILLAGE is empowered, under Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, and Section 8-3-4 of the *BENSENVILLE VILLAGE CODE* to enter into contracts for public works and improvements without advertising for bids upon a vote of at least two-thirds of all Village Trustees holding office; and

WHEREAS, the Village has determined that it is desirable to replace the artificial turf on the football and soccer field at Redmond Park; and

WHEREAS, because of special requirements for removal of the old turf and preparation of the base for replacement, VILLAGE staff has recommended that a contract therefor be entered without advertising for bids; and

WHEREAS, VILLAGE staff has further determined that M-C Sport Systems, Inc. ("M-C"), can provide the appropriate products and services required for removal of the old turf and preparation of the base, and recommends the VILLAGE'S entry into the Contract therefor with M-C, attached hereto as Exhibit A ("Contract"), which is incorporated herein by reference, for an amount not to exceed \$90,090.00; and

WHEREAS, the President and Board of Trustees of the VILLAGE have determined it appropriate, necessary, and convenient for the VILLAGE to enter into the Contract and that the entry into such complies with all applicable VILLAGE ordinances,

regulations, and policies, and with all applicable law; and

WHEREAS, accordingly, it is necessary and appropriate that the President and Board of Trustees of the VILLAGE provide for and authorized the execution of the Contract,

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

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

SECTION TWO: The VILLAGE is authorized to enter into the Contract, a true and complete copy of which is attached hereto as Exhibit A and incorporated here in by reference; and that the Village President is authorized to fully execute the Contract on behalf of the VILLAGE and the Village Clerk or Deputy Village Clerk to witness such.

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14th day of June 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Deputy Village Clerk

Ayes: _____

Nays: _____

Absent: _____

June 7, 2011

Mr. Basil R. Sabbak, CTCB
M-C Sport Systems, Inc.
101 South Hough Street, # 7
Barrington, Illinois 60010

Dear Mr. Sabbak:

Thank you for submitting M-C Sport Systems, Inc.'s ("M-C") proposed Contract dated May 26, 2011 ("Contract"), for preparation services relating to the renovation of artificial turf surface at the Village of Bensenville's Redmond Park. I appreciate the time, expense, and effort put into the development of the proposal.

After reviewing the Contract with Mr. Gary Thorsen, the Village's Director of Recreation and Community Programming, I am pleased to inform you that Village staff will be recommending to the Village Board of Trustees that it be approved, with the revisions requested by the Village Attorney that were communicated to you, in an amount not to exceed \$90,090.00.

The Village anticipates funding the costs of the project from commitment of advance payment of usage fees to the Village by Robert Morris University, the facility's principal licensed user.

I expect the Village will receive payment from Robert Morris University and act upon the contract this month. If the Village Board approves the Contract, once the payment from Robert Morris is received, the Village will be able to execute the Contract.

Please advise me of any questions.

Sincerely yours,

Michael Cassady,
Village Manager

VILLAGE OF BENSENVILLE

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** June 14, 2011

DESCRIPTION Resolution that will authorize the Village Manager to execute a sales agreement with Fieldturf USA, Inc. to supply and install the replacement artificial turf in the Redmond soccer facility.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Recreation & Community Building. Board on 06/14/11 **DATE:** June 14, 2011

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ACTION REQUIRED:

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The Cooperative Purchasing Network

Matthew Mackel
7145 West Tidwell
Houston, TX 77092
January 7, 2009

To Whom It May Concern

This letter is to inform you that all TCPN awarded vendors have gone through a Request for Bid or Proposal process. This process includes but is not limited to: creation of solicitation, advertised to anyone in the nation for minimum of four weeks, responses are received and must be sealed bids, sealed responses are time stamped upon arrival, at deadline all responses are opened at the same time and open to the public for viewing, responses are reviewed and tabulation is created to show evaluation process, vendor is awarded contract. All awarded TCPN vendors shown on www.tcpn.org have been through this process.

If you should have any questions or would like any additional information, please do not hesitate to call me at (713) 744-6349.

Please let me know if I can be of further assistance.

Sincerely,
Matthew S. Mackel
Contract Manager

The advantage is easy to see!



TCPN™

The Cooperative Purchasing Network



- The Cooperative Purchasing Network (TCPN) competitively bids and awards contracts for commonly purchased products and services. Our unique contracts cover Technology, Office Supplies & Equipment, Instructional Supplies, Recreation & Sports, Janitorial Supplies & Equipment, Roofing & Construction Services, and Floor Covering just to name a few.
- We are a national purchasing cooperative, able to aggregate one of the largest pools of purchasing potential. *This means small entities receive the same pricing as the largest buyers!* Yet our national vendors deliver goods and services on a local level. A state contract or local co-op does not represent this same level of purchasing power.
- TCPN follows the purchasing procedures mandated by state procurement laws and regulations. We award best-value contracts based on quality, proven performance, customer satisfaction and pricing. Not all vendors who respond to a request for proposal are awarded a contract. To ensure consistency, our procedures have been ISO 9001:2000 certified for the last 4 years.
- 48 States have a statute which allow a governmental entity to participate in a purchasing cooperative in-state and out-of-state. TCPN contracts are available for use throughout the United States, and are currently utilized in 45 states.
- TCPN is a governmental entity, founded to assist school districts to operate more efficiently and economically. Our contracts are available for use, and benefit, *all* governmental entities that must comply with state procurement laws and regulations (public and private schools, colleges, universities, cities, counties, and other government entities).
- Utilizing a TCPN contract means you deal directly with the vendor, as you would normally, using the TCPN contract as your own. We've already done the hard part, and we'll be with you every step of the way to help increase your efficiency, shorten your delivery time, and save tax dollars. Best of all, it's free of charge, no dues, no fees, *nothing*.

Become a member today, visit:

www.TCPN.org



TCPN Members	Agency Type
Algonquin Lake in the Hills Fire Protection District	Cities
All Saints Catholic Academy-IL	Private Schools
Bloomington-Normal Public Transit System	Cities
Blue Island Park District	State Agencies, Other Local Government or Non-Profit Entities
Bourbonnais Fire Protection	Counties
Brookfield-La Grange Park School Dist-IL	Education Entities K-12
Cambodian Associaton of Illinois	State Agencies, Other Local Government or Non-Profit Entities
Carlinville School District #1	Education Entities K-12
CCSD #46	Education Entities K-12
Chestnut Health Systems	State Agencies, Other Local Government or Non-Profit Entities
Chicago Ridge School District 127 1/2	Education Entities K-12
City of Aurora	Cities
City of Decatur	Cities
City of Fairbury	Cities
City of Fulton	Cities
City of Galesburg, IL	Cities
Community Consolidated SD #46	Education Entities K-12
Community Consolidated School District 146- Illinois	Education Entities K-12
Community Consolidated School District #89	Education Entities K-12
County of Kane	Counties
County of McHenry	Counties
Dank Haus German American Cultural Center	State Agencies, Other Local Government or Non-Profit Entities
Dupage County Health Department	Counties
Fox Valley Park District	State Agencies, Other Local Government or Non-Profit Entities
Genoa-Kingston CUSD #424	Education Entities K-12
Georgetown-Ridgefarm District-IL	Education Entities K-12
Hawthorn School District 73	Education Entities K-12
Housing Authority of Elgin	State Agencies, Other Local Government or Non-Profit Entities
Illinois Central College-Illinois	Community / Junior Colleges & Universities
Integrity Ministries	State Agencies, Other Local Government or Non-Profit Entities
Joliet Township High School District 204- Illinois	Education Entities K-12
Kankakee County Housing Authority	State Agencies, Other Local Government or Non-Profit Entities
Lakeview Korean Presbyterian Church	State Agencies, Other Local Government or Non-Profit Entities
Leyden Area Special Education Cooperative	Education Entities K-12
Liberty Jr High-Illinois	Education Entities K-12
Manhattan-Elwood Public Library District	State Agencies, Other Local Government or Non-Profit Entities
Mannheim School District #83	Education Entities K-12
Mason County	Counties
McHenry County College	Community / Junior Colleges & Universities
Millikin University	Community / Junior Colleges & Universities
Naperville Community Unit School District 203	Education Entities K-12
Niles Township High School District 219-IL	Education Entities K-12
North American Spine Society	State Agencies, Other Local Government or Non-Profit Entities
North Suburban Teachers Union, Local 1274	Education Entities K-12
Notre Dame High School for Boys-Illinois	Private Schools
Oak Lawn-Hometown School Dist-IL	Education Entities K-12
Oak Lawn Park District	Cities
Pekin Public Library	State Agencies, Other Local Government or Non-Profit Entities
Peoria Public Schools	Education Entities K-12
Ridgewood High School-IL	Education Entities K-12
Riverside Public School District #96	Education Entities K-12
Rock Island Economic Growth Corporation	State Agencies, Other Local Government or Non-Profit Entities
Rockford College	Community / Junior Colleges & Universities
Rockford Housing Authority	Cities
Schaumburg Community USD #54-IL	Education Entities K-12
SOS Childrens Village	State Agencies, Other Local Government or Non-Profit Entities
Southwest Chicago Christian School Association	Private Schools
Springfield Park District-IL	State Agencies, Other Local Government or Non-Profit Entities
Springfield Public Schools 186	Education Entities K-12
Thornton Fractional Township High School District #215	Education Entities K-12
U-46 District-IL	Education Entities K-12
Urban Prep Academies	Charter Schools
U.S. Employees Credit Union	State Agencies, Other Local Government or Non-Profit Entities
Village of Bradley	Cities
Village of Glendale Heights	Cities
Village of Tinley Park	Cities
Wabash Community Unit School District	Education Entities K-12
Warren Township High School	Education Entities K-12
Waukegan Park District	Cities
Will County Government	Counties
Wilmette Public Library	State Agencies, Other Local Government or Non-Profit Entities
Winnebago Community Unit District #323	Education Entities K-12

SALES AGREEMENT

This AGREEMENT dated the 23rd day of May 2011.

Between: **Village of Bensenville**
12 S. Center St.
Bensenville, IL 60106
Attn: Michael Cassidy

Tel: (630) 766-8200

(the "Customer")

And: **FieldTurf USA, Inc.**
8088 Montview Road
Montréal, Quebec H4P 2L7

Tel: (514) 340-9311

Fax: (514) 340-9374

(the "Supplier")

WHEREAS Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **XM-57P Series** for use as outdoor field measuring approximately 82,340 square feet to the Customer located at Soccer Field/Redmond Park – WS John 2 S Jefferson, Bensenville, IL. (the "Site"),

WHEREAS the Customer wishes to purchase same on the terms and conditions set out below;

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SALE

The Supplier hereby agrees to sell, to supply and to install for the Customer who hereby agrees to purchase the Supplier's **XM-57P** 2.25 inches thick outdoor artificial grass in-filled playing surface for use as a football and lacrosse field measuring approximately 82,340 square feet (the "Product") to be installed on a suitable existing base at the Site.

- Installation of inlaid football markings with the exception of the media lines;
- Installation of inlaid men's and women's lacrosse markings;
- Installation of inlaid soccer markings;
- Installation of inlaid simple two color midfield logo;
- 8 Year Pre-Paid Third Party Insured Warranty.

2. EQUIPMENT

The following maintenance equipment is included in the sale:

- **GroomRight**
- **SweepRight**

3. SUPPLY OF PRODUCT

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with professional standards and the orderly progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

4. BASE WORK

The Customer has full responsibility for its base and base work contract. The Supplier will not commence preparation of the installation of the Product until the Supplier has been told by the Customer that the base or drain mat is in an acceptable condition for the Supplier to commence installation of the Product and the Customer has had the exact centerline of the whole width of the field marked with substantial spikes or iron pins. In addition, goal post footings will need to be marked off by substantial spikes or iron pins at the end of the field in the same manner as the centerline and shall be properly set and are the sole responsibility of the Customer. Other features located within the area(s) to receive turf, including but not limited to communication boxes, irrigation boxes, lane gate sleeves shall be properly set and adequately protected and are the sole responsibility of the Customer. Installation of under field drain mats and similar materials provided by others shall be the sole responsibility of the Customer. Similar products provided by others shall be the sole responsibility of the Customer and their supplier unless provided by Supplier. Notwithstanding installation of the Product by the Supplier, it shall not be responsible for defects or problems with the base or drain mat.

5. PRICE

The purchase price for the Product fully installed shall be **Three hundred thirty nine thousand three hundred eighty-one dollars and zero cents (\$339,381.00)** (the "Purchase Price") plus any other applicable taxes and/or any bonding costs. The Price is subject to increase if affected by a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's check in accordance with the following payment schedule:

- i) **Thirty five percent (35%)** of the Purchase Price due upon Customer's execution of this Agreement;
- ii) **Thirty five percent (35%)** of the Purchase Price on delivery and receipt of the components of the Product to the Site;
- iii) **Twenty percent (20%)** of the Purchase Price upon completion of the work;
- iv) Remaining balance **ten percent (10%)** upon the signing of the Certificate of Completion.

Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within 10 days following the date to the applicable invoice.

Any unpaid balance bears interest at a rate of ten percent (10%) per year.

6. ACCEPTANCE

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;

The form of Manufacturer's Limited Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier.

Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

7. INSTALLATION

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is square footage of field x 0.12 and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 foot wide by 25 foot long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to *Force Majeure*, the parties recognize that in certain cases severe weather while not constituting *Force Majeure* could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

The Work to be performed under this Agreement shall be commenced on July 8th, 2011, and, subject to authorized adjustments, shall be completed within 30 days.

8. SITE SECURITY

Adequate and reasonable security shall be provided during the installation process of Supplier's materials, products, and equipment. Vandalism of the Supplier's materials, products, and equipment shall be the sole responsibility of the Customer.

9. PERMITS

Although the Supplier is responsible for obtaining its own permits or corporate authorizations, the Customer will use its best efforts to assist the Supplier in obtaining any local permits or corporate

authorizations required.

10. ENTIRE AGREEMENT

The provisions herein contained constitute the entire agreement between the parties and cancel all previous communications, representations and agreements whether verbal or written between the parties with respect to the subject matter hereof. Other than as provided herein Customer hereby acknowledges that it is not relying on any representations of the Supplier as to the performance of the work, except as stated expressly herein.

11. NOTICE

Supplier shall not entertain any claim for damages caused by itself or by persons for whom it is responsible unless the Customer advises the Supplier in writing of the damage-causing event, including photographs, within 7 days of the event, addressed to the project administrator as well as the contract administration of Supplier.

12. GOVERNING LAW AND CONSENT

The rights of the parties hereto and the provisions hereof shall be interpreted and construed according to the laws of the State of Illinois. The parties consent to the exclusive jurisdiction and venue of the court of competent jurisdiction in said state.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date and year first above written.

FieldTurf USA, Inc.

Per: _____

Village of Bensenville

Per: _____
Michael Cassidy
Village Manager

Date: _____

Encl.: **Attachment "A"**: Bid proposal dated May 16, 2011

June 7, 2011

Mr. Jonathan Huard
Regional Sales Manager
FieldTurf USA, Inc.
251 Newton Avenue
Glen Ellyn, Illinois 60137
USA

FieldTurf USA, Inc.
8088 Montview Road
Montreal, Quebec H4P 2L7
Canada

Gentlemen:

Thank you for submitting FieldTurf USA, Inc.'s ("FieldTurf") proposed Sales Agreement dated May 23, 2011 ("Sales Agreement"), for renovation of artificial turf surface at the Village of Bensenville's Redmond Park. I appreciate the time, expense, and effort put into the development of the proposal.

After reviewing the Sales Agreement with Mr. Gary Thorsen, the Village's Director of Recreation and Community Programming, I am pleased to inform you that Village staff will be recommending to the Village Board of Trustees that it be approved, with the revisions requested by the Village Attorney that were communicated to Mr. Huard by Mr. Thorsen, in an amount not to exceed \$339,381.00.

The Village anticipates funding the costs of the project from commitment of advance payment of usage fees to the Village by Robert Morris University, the facility's principal licensed user.

I expect the Village will receive payment from Robert Morris University and act upon the Sales Agreement this month. If the Village Board approves the Sales Agreement, once the payment from Robert Morris is received, the Village will be able to execute the Sales Agreement.

So that we may have a complete copy of the Sales Agreement to submit to the Village Board, would you please forward to Mr. Thorsen a copy of the Attachment A, the bid proposal dated May 16, 2011, referred to on p.4 of the Sales Agreement.

Please advise me of any questions.

Sincerely yours,

Michael Cassady,
Village Manager



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/06/2011

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

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

PRODUCER		CONTACT NAME: PHONE (A/C, NO. EXT): 877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, NO): 888-467-2378
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: XL Insurance America, Inc.	24554-003
INSURED		INSURER B: Travelers Property Casualty Company of Am	25674-008
		INSURER C: X L Insurance Company, Ltd.	F6825-001
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16052761

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	US00010327LI11A	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 1,000,000	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
						MED EXP (Any one person)	\$ 10,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	TJCAP823K312A10	9/28/2010	9/28/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000	
						BODILY INJURY(Per person)	\$	
						BODILY INJURY(Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00010615LI11A	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 5,000,000	
						AGGREGATE	\$ 5,000,000	
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	AOS TC2JUB823K310610 ** TRJUB823K311810	9/28/2010 9/28/2010	9/28/2011 9/28/2011	X WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	OTHE R \$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
C	Excess Liability		FR00005577LI11A	5/1/2011	5/1/2012	\$20,000,000 Each Occurrence \$20,000,000 Aggregate		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

**covers AZ, MA, OR, WI only

Project: Village of Bensenville.

Coverage includes Severability of Interest.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

Coll:3380946 Tpl:1255600 Cert:16052761 © 1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY	NAMED INSURED	
Willis of Pennsylvania, Inc.	Fieldturf USA, Inc. c/o Sports Division Tarkett Inc. 8088 Montview Montreal, QC H4P 2L7 Canada	
POLICY NUMBER		
See First Page		
CARRIER	NAIC CODE	
See First Page		EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The Village of Bensenville, its officials, agents, employees and volunteers are included as Additional Insureds on the General Liability and Automobile Liability policy, as respects to the liability arising out of ongoing and completed operations performed on the project specified in the construction contract for the period of time required within the contract.

It is further agreed that such insurance as is afforded shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by the Additional Insured, where required by written contract executed prior to loss and permitted by law.

Waiver of Subrogation applies in favor of the Village of Bensenville, its officials, agents, employees and volunteers with respects to Workers Compensation coverage, where required by written contract subject to policy terms and conditions and as permitted by law.

RESOLUTION NO.

**A RESOLUTION APPROVING THE ENTRY INTO A SALES
AGREEMENT WITH FIELDTURF USA, INC., TO SUPPLY AND
INSTALL REPLACEMENT ARTIFICIAL TURF IN REDMOND PARK**

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

WHEREAS, the VILLAGE is empowered, under Section 8-9-1 of the Illinois Municipal Code, 65 ILCS 5/8-9-1, and Section 8-3-4 of the *BENSENVILLE VILLAGE CODE* to enter into contracts for public works and improvements without advertising for bids upon a vote of at least two-thirds of all Village Trustees holding office; and

WHEREAS, the Village has determined that it is desirable to replace the artificial turf on the football and soccer field at Redmond Park; and

WHEREAS, because of special product and installation requirements for replacement of artificial turf, VILLAGE staff has recommended that a contract therefor be entered without advertising for bids; and

WHEREAS, VILLAGE staff has further determined that FieldTurf USA, Inc. ("FieldTurf") can provide the appropriate products and installation required for the said artificial turf replacement, and recommends the VILLAGE'S entry into the Sales Agreement therefor with FieldTurf, attached hereto as Exhibit A ("Sales Agreement"), which is incorporated herein by reference, for an amount not to exceed \$339,381.00; and

WHEREAS, the President and Board of Trustees of the VILLAGE have determined it appropriate, necessary, and convenient for the VILLAGE to enter into the Sales Agreement and that the entry into such complies with all applicable VILLAGE

ordinances, regulations, and policies, and with all applicable law; and

WHEREAS, accordingly, it is necessary and appropriate that the President and Board of Trustees of the VILLAGE provide for and authorized the execution of the Sales Agreement,

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

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

SECTION TWO: The VILLAGE is authorized to enter into the Sales Agreement, a true and complete copy of which is attached hereto as Exhibit A and incorporated here in by reference; and that the Village President is authorized to fully execute the Sales Agreement on behalf of the VILLAGE and the Village Clerk or Deputy Village Clerk to witness such.

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14th day of June 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Deputy Village Clerk

Ayes: _____

Nays: _____

Absent: _____

VILLAGE OF BENSENVILLE

TYPE: Resolutions **SUBMITTED BY:** Tim Sloth **DATE:** May 27, 2011

DESCRIPTION: Resolution authorizing the Village Manager to execute an agreement with MUNIS providing for the implementation of an Inventory (\$7,500.00/year) and Work Orders, Fleet & Facilities Management (\$8,700.00/year) ASP annually.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village
 Quality Customer Oriented Services
 Safe and Beautiful Village

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

ASSIGNED COMMITTEE: Information Technology Committee **DATE:** June 14, 2011

BACKGROUND: The Village does not currently have a system for tracking vehicle maintenance or notifications related to preventive maintenance. Baecore Group has been working with village staff to address this deficiency. The implementation of the Fleet component of MUNIS Work Orders can provide the following:

1. Implementation of scheduled preventive maintenance for all village vehicles
2. Central repository for completed maintenance
3. Establish job costing for Public Works
4. Establishing and reporting of SLAs for Fleet & Facility (VOB Property Maintenance)
5. Automation of tracking and implementing of charge-backs to each village department for fleet costs

Implementation benefits will be gained if all functions are internal to the Village of Bensenville or if certain fleet aspects are managed by outsourcing. Additional benefits of the work orders implementation include the ability to easily distribute work order requests to other departments while maintaining central tracking and management. With the implementation of work orders tracking trending and aging of all service requests, work orders and CRM activity throughout the Village will be consistent.

KEY ISSUES: MUNIS based inventory control, scheduled preventive maintenance and improved individual village department-specific fleet cost accounting.

ALTERNATIVES: Committee discretion

RECOMMENDATION: Committee concurrence with staff recommendation to approve a contract to run current and expire with the existing MUNIS contract for Inventory and Work Orders, Fleet & Facilities Management ASP at a yearly cost of \$16,200.

BUDGET IMPACT: Already included in the current budget.

ACTION REQUIRED: Motion approving proposed direction.



Quoted By: Alban Michaud
Date: 05/20/2011
Quote Expiration: 00/00/n/a
Quote Name: ASP - Work Orders Quote
Quote Number: 16146

Sales Quotation For:

Mr. Mike Consiglio
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

Phone: (630) 766-8200
Fax:
Email: mconsiglio@bensenville.il.us

ASP

Description	Annual Fee	# Years	Total ASP Fee	Impl. Days	Consulting Days
Inventory	\$7,500	1	\$7,500	3 @ \$0	1 @ \$0
Work Orders, Fleet & Facilities Management	\$8,700	1	\$8,700	8 @ \$0	3 @ \$0
TOTAL:	\$16,200		\$16,200	11	4

Summary

	One Time Fees	Recurring Fees
Total ASP	\$0	\$16,200
Summary Total	\$0	\$16,200

Comments

Customer Approval: _____ Date: _____
Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Munis® Work Orders, Fleet & Facilities

MUNIS® Work Orders, Fleet & Facilities is an enterprise-wide system designed to address the needs of a variety of different service organizations:

- **Public Works Departments:** road maintenance, capital projects, mowing, paving, snow plowing, etc.
- **School District & Facilities Maintenance:** responding to problem reports in buildings, generally via internal departmental requests
- **Garage/Fleet:** maintenance of autos, trucks, buses, and heavy equipment—primarily based on preventive maintenance
- **Utility Districts:** maintenance to existing water/sewer/power lines, construction to expand those lines, and construction associated with individual homes and businesses
- **MIS:** maintenance to existing technology assets or MIS equipment primarily based on repair service requests or preventative maintenance

While this system can be deployed in stand-alone mode, it is unique in its depth of integration with the MUNIS Financial, Human Resource and Revenue suites. As a result, there is no double entry of labor time, inventory usage, journal entries, or billings.

Job Costing & Billing

- Cost Categories:
 - » Labor: individuals or crews at their actual pay rates or a standard rate
 - » Equipment used to complete a work order
 - » Stock inventory/materials from MUNIS Inventory
 - » Purchase of non-stock materials from a vendor
 - » Purchase of outsourced services from a vendor
 - » Overhead (one or more)
- Pre-Encumbering:
 - » Service Requests are converted to Work Orders so proper budgeting takes place when work is requested rather than when work is completed
- Accounting Options:
 - » Chargeback journal entries to requesting departments
 - » Third party billing
 - » Construction in progress entries
 - » Asset capitalization when project is complete
 - » Multiple postings per work order

Asset Maintenance

- Links the Equipment/Facility file to the accounting fixed asset file
- Features site-defined preventive maintenance schedules by equipment class
- Displays maintenance history of all work orders for a given asset
- Displays usage/revenue history for all work orders in which an asset was costed or billed

...continued on reverse

Empowering people who serve the public™



Work order sources include preventive maintenance schedules, maintenance department inspections, departmental service requests, and citizen service requests.

For more information, visit
www.tylertech.com
or email
info@tylertech.com

Munis® Work Orders, Fleet & Facilities

Asset Maintenance (Cont.)

- Update the accounting fixed asset file costs from construction work orders
- Map infrastructure assets with MUNIS MapLink

Integration

Features multiple points of integration with several other applications within the MUNIS suite of Financial Management software.

- Chargeback function can create periodic journal entries to MUNIS General Ledger
- Billing function creates MUNIS General Billing invoices
- Deposits with refund function that create MUNIS Accounts Payable invoices
- Inventory usage creates MUNIS Inventory transactions
- Fixed Assets updates for new construction or work-in-progress
- MUNIS Purchase Orders and Accounts Payable invoices can be charged and posted to a work order
- Employee and rate data are pulled directly from MUNIS Payroll and Human Resource tables
- Citizens can make service requests via Citizen Self Service
- Employee Self Service gives employees access to Time Entry screen to charge time to work orders
- Project Accounting master file is linked to work orders, with access to all work orders coded to the project
- Permits & Code Enforcement can create a work order to track time and materials of a planner or inspector
- Utility Billing service orders link for account related construction

Other Features

- Post all costs under user-defined type and “activity” codes, providing the basis for activity-based reporting and budgeting
- Stores who requested the work, internal department ID or external customer ID, and whether the work is billable
- Reference projects in a work order. For example, a large or recurring activity can be established as a project, with multiple work orders processed against it.
- Offers a user-friendly assignment/scheduling function that assigns dates, workers, and equipment by work order
- Anticipate costs with estimating function
- Matches employee trades to jobs
- Has fleet-related warranty functionality
- Warranty Expiration Report – generates reports of expired asset warranties or those near expiration; allows user to define various asset and warranty criteria for report generation
- Map work orders using MUNIS MapLink
- Import from fuel dispensing systems like Gasboy and Petrovend, passing dated fill-up data and the odometer reading at the time. This information is used to activate new work orders related to preventive maintenance
- Ability to notify key people from the Work Order or Asset when certain events occur via Messenger or Email

RESOLUTION NO.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT WITH TYLER TECHNOLOGIES FOR MUNIS INVENTORY
AND WORK ORDERS, FLEET & FACILITIES MANAGEMENT**

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

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the VILLAGE believes it beneficial to have computerized services for tracking vehicle maintenance and/or notifications relating to preventive maintenance to improve fleet cost accounting for each VILLAGE Department; and

WHEREAS, Tyler Technologies can provide a MUNIS-based service for inventory control, work order, and fleet and facilities management appropriate for this purpose; and

WHEREAS, the VILLAGE has therefore determined that it is reasonable, necessary, and desirable to approve the Sales Quotation from Tyler Technologies ("Quotation") for such service, which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

SECTION TWO: The Village President is hereby authorized and directed to

execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Quotation attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: All resolutions and enactments inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14th day of June, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Deputy Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE: Proclamation **SUBMITTED BY:** D. Paluch **DATE:** 6/ 14/11

DESCRIPTION: A proclamation to commemorate the anniversary of the Welcome Home Parade that was held on June 13th 1986 in which 200,000 veterans and their families attended.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Stable Government</i>	<input type="checkbox"/>	<i>Safe Place to Live</i>
<input type="checkbox"/>	<i>Cost Effective Services Responsive to Citizens</i>	<input type="checkbox"/>	<i>Downtown as a Community Focal Point</i>
<input checked="" type="checkbox"/>	<i>Open Government w/ Involved Citizens</i>	<input type="checkbox"/>	<i>Regional Partnerships</i>

COMMITTEE ACTION: None Required

DATE: 6/14/11

BACKGROUND

The parade on June 13, 1986 changed our nation's outlook of the Vietnam Veteran and changed the nation's outlook for all returning veterans.

KEY ISSUES:

The Village of Bensenville along with other municipalities honoring our veterans, past and present.

ALTERNATIVES: None.

RECOMMENDATION:

Staff recommends the reading of the proclamation.

BUDGET IMPACT: None.

ACTION REQUIRED: Read and recognize the service of all our veterans by this proclamation.

PROCLAMATION ***WELCOME HOME WEEK 2011***

WHEREAS, On June 13, 1986 the Chicago Vietnam Veterans Welcome Home Parade was held with over 200,000 veterans and their families proudly marching to the applause of over 300, 000 spectators; and,

WHEREAS That significant and inspirational event changed the nation's outlook of the Vietnam veteran; and,

WHEREAS The parade provided a healing process that generated a grass roots movement that laid the groundwork for today's returning military personnel; and,

WHEREAS June 13, 2011 was the anniversary of this historic event; and,

WHEREAS To commemorate this anniversary, "Welcome Home 2011- Together Then, Together Again", will be held June 17- 19 with various events including the display of the Vietnam Memorial Wall at Navy Pier and special concerts at Millennium Park;

NOW therefore, I, Frank Soto, President of the Village of Bensenville, do hereby proclaim June 12- 19, 2011 as

"Welcome Home Week 2011"

In the Village of Bensenville and encourage all citizens to recognize the service of all our veterans and all who are currently serving.

DATE: June 14, 2011

Frank Soto
Village President

Corey Williamsen
Deputy Village Clerk

TYPE: Resolution **SUBMITTED BY:** Pat Bond **DATE:** 6/14/11

DESCRIPTION: A Resolution to honor Ray Soden

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Stable Government</i>	<input type="checkbox"/>	<i>Safe Place to Live</i>
<input type="checkbox"/>	<i>Cost Effective Services Responsive to Citizens</i>	<input type="checkbox"/>	<i>Downtown as a Community Focal Point</i>
<input checked="" type="checkbox"/>	<i>Open Government w/ Involved Citizens</i>	<input type="checkbox"/>	<i>Regional Partnerships</i>

COMMITTEE ACTION: None Required

DATE: 6/14/11

BACKGROUND

Ray Soden is a retired State Senator and a distinguished World War II veteran who has served as a DuPage County Board member and President of the DuPage County Forest Preserve District. He has served as Commander in Chief of the National VFW, President of the Oak Park and Bensenville Lions Clubs and has been active in the Kiwanis, along with countless other philanthropic and civic activities.

KEY ISSUES:

He is being honored for his patriotic service to his country and his community and tireless public service and volunteerism on behalf of the people of Illinois.

ALTERNATIVES: Consider the attached Resolution.

RECOMMENDATION:

Staff recommends the reading of the Resolution.

BUDGET IMPACT: None.

ACTION REQUIRED: Motion to approve the attached Resolution.

RESOLUTION NO.

**A RESOLUTION HONORING RAY SODEN, WORLD WAR II
VETERAN AND PUBLIC SERVANT.**

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

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

WHEREAS, the VILLAGE recognizes Ray Soden for his unparalleled patriotic service to his country, and his tireless public service to the residents of the State of Illinois and to the citizens of the Village of Bensenville; and

WHEREAS, Ray Soden has dedicated his life to public service, serving his country in World War II and serving his constituents in numerous capacities as a distinguished elected official; and

WHEREAS, Ray Soden served as a DuPage County Board Member from 1982 to 1992 and was President of the DuPage County Forest Preserve District from 1988 to 1992; and

WHEREAS, Ray Soden is the former President of the Oak Park and Bensenville Lions Clubs and the Telephone Pioneers; and

WHEREAS, Ray Soden has served the citizens of DuPage County in the Illinois State Senate since May 1, 2003, in the 23rd District, having been chosen to replace Senate President, Senator James "Pate" Philip, where he served on the State Revenue Committee and the Senate Republican Task Force on Veteran where he was a strong advocate on veteran issues; and

WHEREAS, Ray Soden, at an early age, elected to serve his country and enlisted in the United States Navy soon after the bombing of Pearl Harbor; and

WHEREAS, Ray Soden served in World War II as a Navy sonarman 3rd class; and
WHEREAS, Ray Soden was assigned to the USS Claxton and took part in the North Africa invasion in November 1942; and

WHEREAS, Ray Soden's squadron was then sent to the Pacific theater of operations, where he saw action in the Landings at Okinawa, Saipan, Guam, Layte Gulf, and Iwo Jima; and

WHEREAS, Ray Soden's military service was recognized with European and Asiatic Campaign Medals and seven battle stars; and

WHEREAS, Ray Soden's squadron received two Presidential Unit Citations; and

WHEREAS, following military service, Ray Soden returned to Illinois and went to work for the Illinois Bell Telephone Company, from which he is now retired; and

WHEREAS, Ray Soden joined the Veterans of Foreign Wars in 1949 at Post 2149 in Bensenville; and

WHEREAS, Ray Soden soon became Post Commander, and through the hard work that is the hallmark of his career, he increased membership by 573; and

WHEREAS, Ray Soden became the Department Commander in 1964; and

WHEREAS, Ray Soden also received many appointments over the years: Chairman of the Voice of Democracy Committee; Vice-Chairman of the National Security and Foreign Affairs Committee; chairman of the National Bicentennial Committee; and

WHEREAS, Ray Soden also served on the National Convention Committee, and in 1965, served as President of the VFW National Convention Corporation; and

WHEREAS, Ray Soden served as Commander-in-Chief of the National VFW organization from 1973 to 1974; and

WHEREAS, As Commander-in-Chief, Ray Soden presided over the VFW's 75th

anniversary, and help direct the organization's efforts toward determining major steps to find out what happened to the prisoners of war who had not returned from Vietnam, and to call for better care and treatment of those veterans who had returned; and

WHEREAS, Ray Soden is active in many civic projects and is a member of several civic organizations, including the Lions Clubs and Kiwanis Clubs; and

WHEREAS, An accomplished singer, Soden performed on the National Barn Dance program and shared the microphone with such stars as George Gobel, Lulabelle and Scotty, Homer and Jethro, Red Foley, and Andy Williams; and

WHEREAS, Ray Soden has lived the life of an exemplary public servant and has been a staunch advocate for veteran rights and veteran affairs.

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

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

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Resolution attached hereto and incorporated herein.

SECTION THREE: Ray Soden is recognized for his unparalleled patriotic service to his country, and his tireless public service to the residents of the State of Illinois and to the citizens of the Village of Bensenville and urge all citizens to recognize and acknowledge the substantial contribution and the lifelong public service of Ray Soden.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this ____th day of ____, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

| Corey Williamsen, Deputy Village Clerk

Ayes: _____

Nays: _____

Absent: _____