

Village Board

President

Frank Soto

Trustees

Morris Bartlett

Susan Janowiak

Robert "Bob" Jarecki

Martin O'Connell III

JoEllen Ridder

Henry Wesseler

Village Clerk

Ilsa Rivera-Trujillo

Village Manager

Michael Cassidy



**Village of Bensenville, Illinois
BOARD OF TRUSTEES
MEETING AGENDA
6:30 PM June 25, 2013**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
 1. *June 11, 2013 Village Board Minutes*
- VI. WARRANT
 1. *WARRANT - June 25, 2013 #13/11 \$2,124,850.18*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
 1. *Resolution authorizing the Village Manager to enter into a contract with Camosy Construction, Inc. for Construction Management Services for the new Police Facility.*
 2. *Ordinance Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works for the Village of Bensenville*
 3. *Resolution Appointing Ilsa Rivera-Trujillo As A Freedom of Information Act Officer in Accordance with Public Act 96-0542*
 4. *Resolution receiving and placing on file the audited Comprehensive Annual Financial Report and Management Letter for Fiscal Year End December 31, 2012.*
 5. *Ordinance providing for the issuance of a \$_____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.*
 6. *Ordinance authorizing and providing for the issue of a \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.*
 7. *Ordinance authorizing and providing for the issuance of \$_____ General*

Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

8. *Ordinance authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.*
9. *An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.*
10. *Ordinance Approving the Execution of the Redevelopment Agreement between the Village, Thorntons Inc., and Magna Group, LLC, for the Redevelopment of Property located at 601 N. Route 83, and Certain Incentives, Including Sharing of Retailers' Tax Revenues.*
11. *Ordinance Amending Title 3, Chapter 3, and Title 4, Chapter 3, or teh Bensenville Village Code to Provide for Video Gaming.*

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee – No Report
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. REPORTS OF VILLAGE OFFICERS:

- A. PRESIDENT'S REMARKS:

- B. VILLAGE MANAGER'S REPORT:

1. *Resolution to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP), including a Memorandum of Understanding, for the housing study termed "Housing for a Changing Region"*
In 2012 the Village applied for a technical assistance grant through CMAP along with Addison, Villa Park and Wood Dale to undertake a subregional housing study. The "Housing for a Changing region" study will compliment our recently accepted Comprehensive Economic Development Strategy and be a component of the Comprehensive Plan which is underway and is also a CMAP local technical assistance effort. We were awarded the free technical assistance and this Resolution is the formal acceptance through a Memorandum of Understanding. The aim of the study is to create a balanced mix of housing types, serve the needs of current and future residents and workers, and enhance the livability of our village. Staff recommends approval of the Resolution to accept the free CMAP technical assistance. Due to the time restraint in

returning the MOU to CMAP and the ministerial nature of this approval, this item is forwarded directly to the Village Board.

2. *Resolution authorizing execution of a purchase order for \$31,200 with Precision Mechanical Inc. (PMI) for an emergency repair replacing the Desiccant Wheel at Edge I.*

This item is the formal Board approval of an emergency repair made on June 17, 2013 to fix a failed desiccant wheel, which controls the humidity at the Edge I. If staff did not act to repair the wheel, the ice at Edge I would have been lost. We solicited two proposals and selected the lowest quote of \$31,200. Per our Code, the Village Board must now formally approve this emergency transaction.

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**June 25, 2013**DESCRIPTION:**June 11, 2013 Village Board Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Approve the minutes as presented.

ATTACHMENTS:

Name:

☐ [DRAFT_130611_Board.pdf](#)

Description:

June 11, 2013 Village Board Minutes

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
June 11, 2013

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

ROLL CALL: 2. Upon roll call by Village Clerk, Ilsa River-Trujillo, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Ridder, Wessler

Absent: Janowiak

A quorum was present.

PUBLIC COMMENT: **Wanchay Itmis – 10700 West Higgins Road – Suite 240**

Ms. Itmis indicated that she was present at the meeting representing 602 North York Road and asked the Village Board to direct any questions relative to the agenda item to her.

Monkia Kedzior – 229 Grand Avenue, Unit J

Ms. Kedzior addressed the Village Board regarding her issued opening a massage facility in Bensenville. Staff was directed to meet with Ms. Kedzior regarding her issue.

APPROVAL OF MINUTES:

3. The May 28, 2013 Village Board Meeting minutes were presented.

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

All were in favor. Motion carried.

WARRANT NO. 13/10:

4. President Soto presented **Warrant No. 13/10** in the amount of \$1,173,534.13.

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

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

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Bartlett made a motion to set the Consent Agenda as presented. Trustee Jarecki seconded the motion.

All were in favor. Motion carried.

**Ordinance No.
38-2013:**

An Ordinance Adopting the 2012 Illinois Energy Code and Amendments to the 2008 National Code. (Consent Agenda)

**Ordinance No.
39-2013:**

An Ordinance Approving a Conditional Use Permit Amendment to Ordinance #83-2012 for Sirius XM to Allow the Installation of an Additional Antenna Above 35' Located at 602 N. York Road, Bensenville, Illinois, American Tower in an Existing C-4 Regional Destination PUD Commercial District. (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, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President Soto announced the Village will be hosting a blood drive at an upcoming Music in the Park to assist with the Moore, Oklahoma tornados.

President Soto announced part of the 50/50 raffle winnings at Music in the Park will be donated to Moore, Oklahoma

President Soto suggested postponing Music in the Park on June 12, 2013 due to the potential of strong storms moving through the area. There was no objections to postponing the event until September 4, 2013.

MANAGERS

REPORT: Police Chief, Michael Holub, of Lagrange presented Police Chief, Frank Kosman with his Police Chief certification.

VILLAGE ATTORNEY

REPORT: Village Attorney, Pat Bond, had no report.

UNFINISHED

BUSINESS: There was no unfinished business.

NEW BUSINESS:

Trustee Bartlett provided an update on the traveling Memorial Wall and asked for volunteers.

Trustee Ridder announced flags for the Memorial Wall are on sale and more information can be found on the Village's Website.

EXECUTIVE

SESSION: Village Attorney, Pat Bond, indicated there was not a need for executive session.

ADJOURNMENT:

Trustee Ridder made a motion to adjourn the meeting. Trustee Bartlett seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 7:10 p.m.

Ilsa Rivera-Trujillo
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, June, 2013

TYPE:Warrant**SUBMITTED BY:**Tim Sloth**DEPARTMENT:**Finance**DATE:**June 25, 2013**DESCRIPTION:**June 25, 2013 #13/11 \$2,124,850.18**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:**

N/A

DATE:

N/A

BACKGROUND:**KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:**

\$2,2124,850.18

ACTION REQUIRED:

Approve the Warrant.

ATTACHMENTS:

Name:

Description:

☐ [Warrant_06-25-13_Reports.pdf](#)

6/25 Warrant

VILLAGE OF BENSENVILLE WARRANT 13/11

June 25, 2013

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


MICHAEL CASSIDY
VILLAGE MANAGER


TIMOTHY SLOTH
DIRECTOR OF FINANCE

Approved by the Board of Trustees on June 25, 2013, hereby authorizing the Director of Finance to disburse \$2,124,850.18 the accounts indicated in the attached report.

ILSA RIVERA-TRUJILLO
VILLAGE CLERK

FRANK SOTO
VILLAGE PRESIDENT



INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
A- APPRAISALS									
13235									
PRV13-68	6 BROOKWOOD STREET #PRV13-68	LAKE ZURICH	20132122	07/06/2013	11060110-532100	CD	PROFESSIONAL SERVICES	\$350.00	0
PRV13-69	18 BROOKWOOD STREET #PRV13-6	LAKE ZURICH	20132122	07/06/2013	11060110-532100	CD	PROFESSIONAL SERVICES	\$350.00	0
PRV13-71	120 W. GREEN STREET #PRV13-71	LAKE ZURICH	20132123	07/12/2013	11060110-532100	CD	PROFESSIONAL SERVICES	\$1,700.00	0
								2,400.00	
A C S ENTERPRISES INC									
505									
IR141799	FILTERS	CHICAGO	20130110	07/05/2013	11050440-542110	PW	R&M BUILDING	\$343.09	0
								343.09	
A LAMP NERI BENSENVILLE JOINT VE									
540									
127	R-55-12 N B D SSA9-PAY EST #1	SCHAUMBUR	20132152	06/30/2013	33980890-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$84,198.93	0
127	R-55-12 N B D SSA9-PAY EST #1	SCHAUMBUR	20132152	06/30/2013	37980890-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$106,200.67	0
127	R-55-12 N B D SSA9-PAY EST #1	SCHAUMBUR	20132152	06/30/2013	51080860-596000	PW	CAPITAL CONSTRUCTION	\$22,001.73	0
								212,401.33	
A-1 NEON BUILDERS									
11049									
052913	REPAIR NEON SIGN @ THEATRE	ROSELLE	20132026	06/28/2013	11070790-542310	SF	R&M EQUIPMENT	\$35.00	0
								35.00	
ABBOTT INDUSTRIES INC									
99									
3315-300085	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$150.00	0
								150.00	
ACTION PLASTICS, INC.									
9016									
47279	CLEAR GLASS- EAST RINK	BENSENVILLE	20132014	06/22/2013	11070740-542310	SF	R&M EQUIPMENT	\$330.00	0
								330.00	
ADT SECURITY SERVICES INC									
99									
3380-12248	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$250.00	0
								250.00	
ADVANCE AUTO									
808									
8751314879414	PURCHASE OF STARTEROLYMPIA	BENSENVILLE	20132004	06/27/2013	11070740-542610	SF	R&M OLYMPIA	\$107.96	0
								107.96	
AFSCME									
3105									

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WT/MANUAL CHECK #
060713	MVP NATL PEOPLE PR WH 6/7/13		20132050	07/07/2013	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$8.40	9002670
AGUIRRE, DAAVID									
99									
2930-24112	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
AL WARREN OIL CO INC									
700								\$80.00	
10785286	FLEET FUEL PURCHASE	SUMMIT	20132153	07/12/2013	11040110-554110	PW	FUEL/GAS/OIL	\$5,224.62	0
ALEXIAN BROTHERS CORP,HEALTH S									
12656								\$5,224.62	
483365	DRUG SCREEN-D.LAWRENTZ,JAVIEF	CHICAGO	20131993	06/27/2013	11020130-541210	AD	PHYSICAL EXAMS	\$188.00	0
484767	RAPID DRUG SCREEN	CHICAGO	20132174	07/10/2013	11020130-541210	AD	PHYSICAL EXAMS	\$240.00	0
AMERICAN DRAPERY CLEANERS & FI									
822								\$428.00	
32839	CURTAIN ALTERATION-GREEN SCRE	CHICAGO	20132101	06/05/2013	31080800-591000	AD	CAPITAL OUTLAY-BLDG&STRUCTI	\$250.00	0
AMERICAN MOBILE STAGING									
11989								\$250.00	
FINAL PAYMENT 2 STAGING-4TH OF JULY LIBERTY FES									
		SOUTH BARR	20130913	07/11/2013	11070110-577013	SF	LIBERTY FEST	\$6,430.00	0
ANAYA & SONS FENCE CO									
99								\$6,430.00	
3297-25231	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
ANDERSON LOCK CO.									
6304								\$80.00	
0811960	LOCKS-T-TURN DEADBOLT	DES PLAINES	20132059	06/23/2013	11050440-542110	PW	R&M BUILDING	\$72.23	0
0811991	LOCKS-DEADBOLT,RADIUS,MORTISE	DES PLAINES	20132059	06/23/2013	11050440-542110	PW	R&M BUILDING	\$73.80	0
C031669	CREDIT RETURN REF INV 0806039	DES PLAINES		03/25/2013	11050440-542110	PW	R&M BUILDING	\$-54.00	0
ANDERSON PEST SOLUTIONS									
9474								\$92.03	
5537645	PEST CONTROL SERVICE PW BLDG	ELMHURST	20130145	07/01/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$65.73	0
									\$65.73

[illegible][illegible]

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 6/25/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AV ELECTRIC									
99									
3343-25409	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
								120.00	
BECKER ARENA PRODUCTS, INC.									
7688									
00094051	MATERIAL FOR THE EDGE	SAVAGE	20132011	06/29/2013	11070740-542310	SF	R&M EQUIPMENT	\$14.36	0
								14.36	
BEDGOOD, JIM									
99									
2159-21314	BOND REFUND			11/24/2011	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
								120.00	
BENSENVILLE POSTMASTER									
2622									
052013	MAY - VEHICLE STICKER MAILING	BENSENVILLE	20132102	06/19/2013	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,491.44	9002678
060613	JUNE 2013-UB MAILING	BENSENVILLE	20132102	07/06/2013	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$1,949.17	9002678
								4,440.61	
BGM LANDSCAPING DESIGN									
812									
060713	DESIGN MAINT. & PLANNING	MELROSE PA	20132069	07/07/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,200.00	0
061413	DESIGN MAINTENANCE & PLANNING	MELROSE PA	20132138	07/14/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$930.00	0
								2,130.00	
BOLINGER LACH & ASSOCIATES INC									
281									
16392-1	R-3-2013 GREEN LAPPWATER MAIN- ITASCA		20130261	07/06/2013	51080860-596000	PW	CAPITAL CONSTRUCTION	\$6,526.07	0
								6,526.07	
BRIGHT DIRECTIONS									
683									
060713	BRIGHT DIRECTIONS PR WH 6/7/13	LINCOLN	20132047	07/07/2013	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STA	\$100.00	9002669
								100.00	
BRIGHT START COLLEGE SAVINGS PI									
669									
060713	BRIGHT START PR WH 6/7/13	CHICAGO	20132045	07/07/2013	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STA	\$200.00	9002668
								200.00	
BROADCAST MUSIC INC									
539									
23680586	MUSIC LICENSE 6/1/13-5/31/14	NASHVILLE	20132031	07/02/2013	11070740-521110	SF	MEMBERSHIP DUES	\$327.00	0

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BRONARS, HENRY									
99								327.00	
3467-301399	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
								80.00	
CALL ONE									
512									
10108556-0613	SERVICE FROM-06/15-07/14/13	BEDFORD PA	20132150	07/15/2013	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$6,019.41	0
								6,019.41	
CDW GOVERNMENT, INC.									
11480									
CQ16359	REPLACEMENT 48 PORT POE FIVER	CHICAGO	20131439	06/30/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$5,379.93	0
CQ29900	HP SUPPORT/REPLACEMENT FOR S'	CHICAGO	20131439	07/03/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$712.00	0
CQ88258	HP SERVER AND SAN WARRANTYS	CHICAGO	20131961	07/04/2013	11020180-542100	IT	MAINTENANCE AGREEMENTS	\$5,630.00	0
								11,721.93	
CHARLES EQUIPMENT ENERGY SYST									
714									
36	LOUVERS FOR ROOSEVELT LIFT ST,	ELK GROVE V	20132130	07/05/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PL	\$1,332.50	0
								1,332.50	
CHARTER ONE - CC									
648									
00247415-0513	CREDIT CARD STATEMENT-MIKE CAS	PROVIDENCE	20131983	06/15/2013	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$467.81	9002683
00247415-0513	CREDIT CARD STATEMENT-MIKE CAS	PROVIDENCE	20131983	06/15/2013	11020110-554110	AD	FUEL/GAS/OIL	\$158.73	9002683
00247423-0513	CREDIT CARD STATEMENT-FRANK SC	PROVIDENCE	20131984	06/15/2013	11010010-522110	AD	EXPENSE REIMBURSEMENT	\$587.54	9002683
00247431-0513	CREDIT CARD STATEMENT-TIM SLOT	PROVIDENCE	20132129	06/15/2013	11030110-522110	FN	EXPENSE REIMBURSEMENT	\$784.28	9002683
00247431-0513	CREDIT CARD STATEMENT-TIM SLOT	PROVIDENCE	20132129	06/15/2013	11030110-540110	FN	POSTAGE/DELIVERY SERVICESS	\$12.88	9002683
00247431-0513	CREDIT CARD STATEMENT-TIM SLOT	PROVIDENCE	20132129	06/15/2013	11020180-541180	FN	OPER.INSURANCE/LIC.FEES	\$178.95	9002683
00247431-0513	CREDIT CARD STATEMENT-TIM SLOT	PROVIDENCE	20132129	06/15/2013	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$99.98	9002683
00247431-0513	CREDIT CARD STATEMENT-TIM SLOT	PROVIDENCE	20132129	06/15/2013	11020190-577010	FN	SPECIAL FUNCTIONS	\$121.25	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020110-521110	AD	MEMBERSHIP DUES	\$374.00	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020110-521510	AD	TRAINING PROGRAMS/SESSIONS	\$300.00	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11010010-522110	AD	EXPENSE REIMBURSEMENT	\$500.80	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$110.86	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020110-525010	AD	BOOKS/PAMPHLETS/PUBLICATIOI	\$1,876.64	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020110-525010	AD	BOOKS/PAMPHLETS/PUBLICATIOI	\$108.99	9002683
00254106-0513	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020190-577010	AD	SPECIAL FUNCTIONS	\$73.71	9002683
00254106-0513CR	CREDIT CARD STATEMENT-VLG MANA	PROVIDENCE	20132096	06/15/2013	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$-133.28	9002683
								5,623.14	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CHARTER ONE BANK									
418									
061713	FEDERAL SOCIAL SECURITY, MEDICA PROVIDENT	CHICAGO	20132094	07/07/2013	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$35,898.81	9002676
061713	FEDERAL SOCIAL SECURITY, MEDICA PROVIDENT	CHICAGO	20132094	07/07/2013	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$23,790.48	9002676
061713	FEDERAL SOCIAL SECURITY, MEDICA PROVIDENT	CHICAGO	20132094	07/07/2013	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$8,559.20	9002676
								68,248.49	
CHICAGO TITLE LAND TRUST COMPA									
2760									
364483	REAL ESTATE TAX BILL DUPAGE-THE CHICAGO	CHICAGO	20132131	06/06/2013	11070790-549980	FN	OTHER CONTRACTUAL SERVICE	\$20.00	0
								20.00	
CHRIS PANOS FOODS CORPORATION									
205									
915216A	FOOD ITEMS FOR SUNDAY'S TOO	CHICAGO	20131998	06/22/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$129.80	0
915216A	FOOD ITEMS FOR SUNDAY'S TOO	CHICAGO	20131998	06/22/2013	11070790-557810	SF	FOOD ITEMS	\$471.42	0
917989	FOOD ITEMS FOR SUNDAY'S TOO	CHICAGO	20132030	07/06/2013	11070790-557810	SF	FOOD ITEMS	\$451.37	0
917989	FOOD ITEMS FOR SUNDAY'S TOO	CHICAGO	20132030	07/06/2013	11070110-577012	SF	MUSIC IN THE PARK	\$25.49	0
918447B	FOOD ITEMS FOR SUNDAY'S TOO	CHICAGO	20132030	07/06/2013	11070790-557810	SF	FOOD ITEMS	\$57.78	0
918447B	FOOD ITEMS FOR SUNDAY'S TOO	CHICAGO	20132030	07/06/2013	11070110-577012	SF	MUSIC IN THE PARK	\$3.26	0
919328B	WATER BOARD & ADMINISTRATION	CHICAGO	20132145	07/13/2013	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$86.25	0
								1,225.37	
CHRISTOPHER B BURKE ENGINEERING									
2738									
111056	R-101-12 WHITE PINES WATERMAIN	ROSEMONT	20130429	07/06/2013	51500000-536510	PW	ENGINEERING SERVICES	\$1,232.00	0
								1,232.00	
CINTAS CORPORATION									
13176									
769230990	TOILET PAPER & HAND TOWELS-EDGE MAYWOOD	MAYWOOD	20131980	06/22/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$509.19	0
769237708	HAND TOWELS&TOILET PAPER-EDG MAYWOOD	MAYWOOD	20132044	07/06/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$509.19	0
								1,018.38	
CINTAS FIRST AID & SAFETY									
2974									
8400375898	FIRST AID SUPPLIES-EDGE I	IRVING	20132005	07/07/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$59.19	0
8400375900	FIRST AID SUPPLIES-EDGE II	IRVING	20132005	07/07/2013	11070740-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$94.45	0
								153.64	
CITGO PETROLEUM CORPORATION									
12125									
779758	FUEL PURCHASE-05/13-06/05/13	BIRMINGHAM	20132066	06/08/2013	11020110-554110	PW	FUEL/GAS/OIL	\$288.81	9002681
								288.81	

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CIVITECH ENGINEERING INC									
454									
40952	R-22-13 AMENDMENT #2-04/27-05/31/	ITASCA	20130965	07/10/2013	33980890-593000	PW	CAPITAL OUTLAY-IMPROVEMENT:	\$26,562.29	0
								26,562.29	
COCA COLA BOTTLING COMPANY									
7585									
0398265616	BEVERAGES FOR SUNDAES TOO	CHICAGO	20132037	07/05/2013	11070790-557810	SF	FOOD ITEMS	\$611.34	0
								611.34	
COMCAST									
12216									
0002237-0613	SERVICE FROM 06/10-07/09/13-CABL	SOUTHEASTE	20130069	07/04/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$146.41	0
0003318-0613	SERVICE FROM 06/05-07/04/13- INTEI	SOUTHEASTE	20130074	07/01/2013	11070740-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$82.85	0
0287616-0613	SERVICE FROM 06/11-07/10/13-CABL	SOUTHEASTE	201332089	07/04/2013	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$87.80	0
								317.06	
COMMUNICATION REVOLVING FUND									
2768									
T1331850	COMM SERV-MAR13-INV #T1331850	SPRINGFIELD	20132074	05/22/2013	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$510.00	0
								510.00	
CORNELIA CARPET CLEANERS INC									
12788									
050913	CARPET CLEANING-VILLAGE HALL	WESTMONT	20131778	06/08/2013	11030110-552125	AD	MATERIALS/SUPPLIES-CLEANING	\$1,718.28	0
								1,718.28	
COVELLI, KELLY									
99									
3420-25604	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
								120.00	
CRYSTAL MGMT & MAINTENANCE SEI									
516									
21398	R-44-11 JANITORIAL SERVICE-JULY ;	MOUNT PROS	20130111	07/14/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$875.00	0
								875.00	
DAILY HERALD									
2865									
05/01-05/31/13	MAY SHOWTIMES ADS-THEATRE	ARLINGTON H	20132034	06/30/2013	11070790-541145	SF	ADVERTISING	\$279.93	0
								279.93	
DELL COMPUTER CORPORATION									
11807									
XJ5F553F5	NEW PC W/DUAL MONITORS FOR CC	CHICAGO	20131991	07/05/2013	11020180-594000	IT	CAPITAL OUTLAY - MACHINERY &	\$941.85	0

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DIGITAL COPIER SUPERCENTER								941.85	
350									
15767	COPIER USAGE FOR JUNE 2013	ELK GROVE V	20130195	06/28/2013	11020180-548110	AD	RENTAL & LEASE - EQUIPMENT	\$1,429.38	0
DISCOVERY BENEFITS								1,429.38	
504									
MAY 2013	COBRA BENEFITS MAY 2013	FARGO	20131751	07/10/2013	11000000-214110	FN	PAYROLL DEDUCTN+HEALTH INS	\$81.75	9002671
DUAL TEMP OF ILLINOIS								81.75	
11589									
178302	INSPECTION-DEHUMIDIFIER SYSTEM	CHICAGO	20131978	06/20/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$701.75	0
178555	REPAIR COMPRESSOR - EDGE II	CHICAGO	20132041	06/29/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$423.05	0
								1,124.80	
DUPAGE BIZ NFP									
727									
12-13	2013 ICSC RECON TRADE SHOW BO	LISLE	20131985	06/27/2013	11060110-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$400.00	0
								400.00	
DUPAGE MATERIALS COMPANY									
11067									
69084MB	ASPHALT	LEMONT	20132064	06/22/2013	11050420-542810	PW	R & M PAVEMENT	\$62.40	0
69115MB	ASPHALT	LEMONT	20132064	06/29/2013	11050420-542810	PW	R & M PAVEMENT	\$105.57	0
69145MB	ASPHALT	LEMONT	20132143	07/04/2013	11050420-542810	PW	R & M PAVEMENT	\$160.94	0
69173MB	ASPHALT	LEMONT	20132143	07/07/2013	11050420-542810	PW	R & M PAVEMENT	\$88.49	0
								417.40	
DUPAGE RIVER/SALT CREEK WORKG									
12698									
IL0021849-2013	DRSCW MEMBERSHIP DUE 03/01/13-	NAPERVILLE	20131994	06/15/2013	51250520-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,316.00	0
								7,316.00	
DUPAGE WATER COMMISSION									
5295									
10039	MAY 2013 OPERATION & MAINTENAN	ELMHURST	20132109	06/30/2013	51050110-545510	PW	DUPG WATER COMM-FIXED EXP	\$16,212.02	0
10039	MAY 2013 OPERATION & MAINTENAN	ELMHURST	20132109	06/30/2013	51050110-545520	PW	DUPG WTR COMM-WATER PURCH	\$190,714.08	0
								206,926.10	
ENGINEERING RESOURCE ASSOCIATI									
613									
130202.02	STORMWATER REVIEW SERVICES	WARRENVILL	20132128	06/29/2013	51250520-536510	PW	ENGINEERING SERVICES	\$877.00	0
								877.00	

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ENTERTAINMENT MANAGEMENT GRC									
12325									
2ND PAYMENT 20-	BANDS AND SERVICE-MIP 2013	ELK GROVE	20130917	07/11/2013	11070110-577012	SF	MUSIC IN THE PARK	\$4,950.00	0
								4,950.00	
ETS INTELLIGENCE, LLC									
809									
E26-11282	BACKGROUND SCREENING SERVICE	SCHAUMBUR	20132099	07/03/2013	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILI	\$61.00	0
								61.00	
FACTORY CLEANING EQUIPMENT									
12104									
56645	REPAIR FLOOR SCRUBBER-EDGE II	AURORA	20132042	06/29/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$497.85	0
								497.85	
FEDERAL EXPRESS CORPORATION									
2810									
2-294-79574	DELIVERY OF CERTIFIED ORDINANC	PALATINE	20132160	07/05/2013	37900000-532100	AD	PROFESSIONAL SERVICES	\$25.08	0
								25.08	
FELLER BUSINESS SOLUTIONS									
4541									
647834-0	SUPPLIES FOR BUS TOUR	BENSENVILLE	20132163	07/11/2013	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$20.18	0
648033-0	BADGES FOR BROKER NIGHT	BENSENVILLE	20132164	07/12/2013	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$6.98	0
								27.16	
FERGUSON WATERWORKS									
10926									
0022794	EXT VEHICLE ANTENNA	CHICAGO	20132063	06/20/2013	51050543-554515	PW	WATER METERS	\$105.57	0
								105.57	
FERRELLGAS									
136									
1076659798	REFILL PROPANE GAS/EDGE II	DENVER	20131997	06/27/2013	11070740-541385	SF	GAS-PROPANE	\$67.20	0
1076764943	REFILL PROPANE GAS/EDGE II	DENVER	20131997	07/04/2013	11070740-541385	SF	GAS-PROPANE	\$126.40	0
1076764947	REFILL PROPANE GAS/EDGE I	DENVER	20131997	07/04/2013	11070740-541385	SF	GAS-PROPANE	\$34.80	0
								228.40	
FIRE PREVENTION SOLUTIONS									
472									
1012	GLOBAL HARMONIZATION CLASS(TTC	WOODSTOCK	20132095	07/06/2013	11060640-521510	CD	TRAINING PROGRAMS/SESSIONS	\$250.00	0
								250.00	
FIRST EAGLE BANK									
354									
6391	P & I FOR COPIER LEASE-DUE 07/01/	HANOVER PA	20130003	07/01/2013	11020180-548110	IT	RENTAL & LEASE - EQUIPMENT	\$171.09	0

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6391	P & I FOR COPIER LEASE-DUE 07/01/	HANOVER PA	20130003	07/01/2013	11020180-548110	IT	RENTAL & LEASE - EQUIPMENT	\$2,378.22	0
FIRST TRANSIT INC								2,549.31	
9327									
558780520132	R-108-12-D-A-B SERVICE 2013-MAY 2	CHICAGO	20130144	07/03/2013	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$20,156.28	0
FLEETPRIDE INC								20,156.28	
511									
54368223	PARTS	DALLAS	20132056	06/23/2013	11050420-542410	PW	R & M VEHICLES	\$43.88	0
54662981	PARTS-TIE ROD END	DALLAS	20132125	07/11/2013	11050420-542410	PW	R & M VEHICLES	\$41.81	0
54684772	PARTS-TIE ROD END	DALLAS	20132125	07/12/2013	11050420-542410	PW	R & M VEHICLES	\$44.45	0
FUL LIFE LLC								130.14	
355									
22067	PPE-LIME YELLOW RAIN JACKETS A/	ROSELLE	20131683	07/03/2013	11020190-554810	AD	UNIFORMS-PURCHASE	\$501.50	0
G & B CONSTRUCTION ZONE INC								501.50	
99									
3390-25388	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$200.00	0
								200.00	
G & K SERVICES									
10180									
1058601538	CLEANING FLOOR MATS-EDGE II	MINNETONKA	20132023	06/26/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$78.40	0
1058601539	CLEANING FLOOR MATS-EDGE II	MINNETONKA	20132023	06/26/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$42.65	0
1058601541	CLEANING FLOOR MATS-THEATER	MINNETONKA	20132024	06/26/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$32.72	0
1058605282	CLEANING FLOOR MATS-VILLAGE HY	MINNETONKA	20132052	07/03/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$46.25	0
1058612824	CLEANING FLOOR MATS-VILLAGE HY	MINNETONKA	20132170	07/17/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$46.25	0
								246.27	
GALLS, AN ARAMARK COMPANY									
11221									
000659912	BLACK DIAMOND RUBBER FIRE BOO	CAROL STREJ	20131696	06/27/2013	11020190-554810	AD	UNIFORMS-PURCHASE	\$154.99	0
								154.99	
GARVEY'S OFFICE PRODUCTS									
10111									
PINNV611502	OFFICE SUPPLIES	CHICAGO	20132062	07/06/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$69.73	0
PINNV611502	OFFICE SUPPLIES	CHICAGO	20132062	07/06/2013	51050110-551110	PW	OFFICE SUPPLIES	\$69.74	0
PINNV612809	LABELS-ADDRESS AND FILE FOLDEF	CHICAGO	20132135	07/10/2013	51050110-551110	PW	OFFICE SUPPLIES	\$107.17	0
								246.64	

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GEIB INDUSTRIES									
2833									
430283-001	HOSE & FITTING	FRANKLIN PA	20132139	07/12/2013	51050540-542410	PW	R&M VEHICLES	\$94.65	0
								94.65	
GOLD MEDAL-CHICAGO									
9695									
256489	FOOD ITEMS FOR SUNDAES TOO	BENSENVILLE	20132022	06/20/2013	11070790-557810	SF	FOOD ITEMS	\$696.95	0
257086	FOOD ITEMS FOR SUNDAES TOO	BENSENVILLE	20132022	07/03/2013	11070790-557810	SF	FOOD ITEMS	\$410.13	0
								1,107.08	
GOVERNMENT FINANCE OFFICERS A:									
11900									
300139923-2013	MEMBERSHIP RENEWAL-TIMOTHY J	CHICAGO	20132137	06/20/2013	11030110-521110	FN	MEMBERSHIP DUES	\$150.00	0
								150.00	
GRAINGER									
2841									
9140085565	CLEANING SUPPLIES-4TH OF JULY	PALATINE	20132033	06/12/2013	11070110-577013	SF	LIBERTY FEST	\$286.66	0
								286.66	
GREAT LAKE THEATRE SERVICE, LTC									
319									
JUNE 2013	BOOKING MOVIES FEE-THEATRE-JUNI	AURORA	20131999	07/08/2013	11070790-541460	SF	BOOKING FEES	\$300.00	0
								300.00	
GRECIAN DELIGHT FOODS DISTRIBUT									
10553									
518500A	CLEANING SUPPLIES-EDGE I & II	ELK GROVE V	20131977	06/21/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$231.05	0
								231.05	
GREEN HORIZON INC									
811									
30236	R-45-2013 LAWN MAINT SERVICE	LOMBARD	20131688	07/09/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$8,429.00	0
30247	TALL GRASS PROGRAM (13 PROPER	LOMBARD	20132100	06/28/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$650.00	0
30252	TALL GRASS PROGRAM (3 PROPERT	LOMBARD	20132156	07/15/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$150.00	0
								9,229.00	
HELGET GAS PRODUCTS									
12648									
0067496	MONTHLY RENTAL OF CYLINDERS-T	OMAHA	20130025	07/01/2013	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.00	0
								18.00	
HERITAGE-CRYSTAL CLEAN									
10574									
12526093	PARTS WASHER-COM-40 GAL	CHICAGO	20132136	07/10/2013	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$316.97	0

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HERSHEY CREAMERY COMPANY									
13115									
INVE0007655503	ICE CREAM FOR SUNDAES TOO	HARRISBURG	20131979	06/16/2013	11070790-557810	SF	FOOD ITEMS	\$342.00	0
INVE0007671811	ICE CREAM FOR SUNDAES TOO	HARRISBURG	20132029	06/23/2013	11070790-557810	SF	FOOD ITEMS	\$660.50	0
INVE0007716516	ICE CREAM FOR SUNDAES TOO	HARRISBURG	20132043	07/07/2013	11070790-557810	SF	FOOD ITEMS	\$1,206.71	0
2,209.21									
HIGHWAY SALES INCORPORATED									
2855									
9437006	EQUIPMENT REPAIR	ADDISON	20131945	06/18/2013	11020190-542310	AD	R&M EQUIPMENT	\$163.20	0
163.20									
HINCKLEY SPRINGS									
12432									
11407829-052613	BOTTLED WATER-INV #11407829	DALLAS	20132090	06/25/2013	11040341-577121	PD	TEEN CENTER	\$21.56	0
21.56									
HOME DEPOT CREDIT SERVICES									
7665									
0081601	MATERIALS & SUPPLIES- REDMOND	COLUMBUS	20132010	07/03/2013	11070720-542310	SF	R & M EQUIPMENT	\$54.84	0
0081601	MATERIALS & SUPPLIES- REDMOND	COLUMBUS	20132010	07/03/2013	11070740-542310	SF	R&M EQUIPMENT	\$39.21	0
0081601	MATERIALS & SUPPLIES- REDMOND	COLUMBUS	20132010	07/03/2013	11070110-577012	SF	MUSIC IN THE PARK	\$19.42	0
0573665	WHEEL CLEANER,ARMOR ALL ORINK	COLUMBUS	20131957	06/23/2013	11020190-552130	AD	MATERIAL/SUPPLIES-VEHICLES	\$27.08	0
3083839	(1)VACUUM FOR THE EDGE II	COLUMBUS	20132038	07/10/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$172.94	0
4562568	DURACELL AA 1-PACK	COLUMBUS	20131957	06/19/2013	11020190-552130	AD	MATERIAL/SUPPLIES-VEHICLES	\$39.90	0
5082847	SUPPLIES FOR REDMOND PARK	COLUMBUS	20132009	05/29/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$32.97	0
5113789	FLUTED DOWEL PIN-CORNER BRACI	COLUMBUS	20131957	06/28/2013	11020190-552130	AD	MATERIAL/SUPPLIES-VEHICLES	\$20.06	0
9016931	MATERIALS & SUPPLIES- LEGENDS	COLUMBUS	20132010	06/14/2013	11070720-542310	SF	R & M EQUIPMENT	\$68.18	0
9016931	MATERIALS & SUPPLIES- LEGENDS	COLUMBUS	20132010	06/14/2013	11070740-542310	SF	R&M EQUIPMENT	\$48.75	0
9016931	MATERIALS & SUPPLIES- LEGENDS	COLUMBUS	20132010	06/14/2013	11070110-577012	SF	MUSIC IN THE PARK	\$24.16	0
9064078	MATERIALS & SUPPLIES- EDGE	COLUMBUS	20132010	06/24/2013	11070720-542310	SF	R & M EQUIPMENT	\$9.61	0
9064078	MATERIALS & SUPPLIES- EDGE	COLUMBUS	20132010	06/24/2013	11070740-542310	SF	R&M EQUIPMENT	\$6.87	0
9064078	MATERIALS & SUPPLIES- EDGE	COLUMBUS	20132010	06/24/2013	11070110-577012	SF	MUSIC IN THE PARK	\$3.40	0
9081942	MATERIALS & SUPPLIES- MUSIC IN T	COLUMBUS	20132010	07/04/2013	11070720-542310	SF	R & M EQUIPMENT	\$27.39	0
9081942	MATERIALS & SUPPLIES- MUSIC IN T	COLUMBUS	20132010	07/04/2013	11070740-542310	SF	R&M EQUIPMENT	\$19.59	0
9081942	MATERIALS & SUPPLIES- MUSIC IN T	COLUMBUS	20132010	07/04/2013	11070110-577012	SF	MUSIC IN THE PARK	\$9.70	0
624.07									
HOVING PIT STOP INC.									
290									
66542	(2)PORTABLE RESTROOMS-SOCCER	WEST CHICAGO	20131817	06/15/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$140.00	0

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HVC PLUMBING SERVICES									
99	140.00								
2845-23973	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
								80.00	
HYGIENE SOLUTIONS INC									
678									
13292	AUTOFRESH PRODUCT, PEEPOD SE	MONTGOMER	20130113	05/01/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$43.00	0
13496	CLEANING SUPPLIES & SERV-EDGE	MONTGOMER	20132001	06/22/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$346.00	0
13528	SERVICE-BENSENVILLE THEATRE-JL	MONTGOMER	20132003	07/01/2013	11070790-542112	SF	R & M BUILDING-CLEANING	\$15.00	0
13529	JANITORIAL SERVICES-VILLAGE HAL	MONTGOMER	20132046	07/01/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$64.50	0
13550	PEEPOD SERVICE-REDMOND PARK	MONTGOMER	20132002	07/01/2013	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$15.00	0
13647	AUTOFRESH PRODUCT, PEEPOD SE	MONTGOMER	20130113	07/01/2013	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$43.00	0
								526.50	
ICMA_RC RETIREMENT									
3096									
06-07-13	ICMA WH-PR WH 6/7/13		20132105	07/07/2013	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$6,242.53	9002675
060713	ICMA-ROTH PR WH 6/7/13		20132049	07/07/2013	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$65.00	9002673
								6,307.53	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
060713	IL STATE PR TAX WH 6/7/13	SPRINGFIELD	20132106	07/07/2013	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$13,498.31	9002677
MAY 2013	SALES TAX PAYABLE MAY 2013	SPRINGFIELD		07/17/2013	11000000-265010	FN	SALES TAX PAYABLE	\$249.00	9002682
MAY 2013	SALES TAX PAYABLE MAY 2013	SPRINGFIELD		07/17/2013	11000000-265010	FN	SALES TAX PAYABLE	\$1,149.00	9002682
MAY 2013	SALES TAX PAYABLE MAY 2013	SPRINGFIELD		07/17/2013	11000000-437295	FN	MISC REVENUE-REDMOND	\$-24.00	9002682
								14,872.31	
JAMES J BENES & ASSOC, INC									
7894									
1415.000E	R-93-12 ENG VOLK BRO PHASE III-04	LISLE	20130444	06/30/2013	31080810-536513	PW	ENG SVC - DESIGN	\$725.74	0
								725.74	
JOHN R. DEMUS									
11341									
052013	CAMERA OP SPOTLIGHT 5/20/13	OAK PARK	20131960	06/19/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$75.00	0
								75.00	
JORSON & CARLSON CO., INC.									
7925									
0330158	ICE SCRAPER KNIFE/OLYMPIA-EDGE	ELK GROVE V	20132012	06/27/2013	11070740-542610	SF	R&M OLYMPIA	\$36.58	0
								36.58	

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KIEFT BROTHERS INC									
2900									
194590	SUPPLIES-RUBBER GASKET,COUPL	PALATINE	20132057	06/27/2013	51250520-552515	PW	MATERIALS-STORM BASINS	\$752.86	0
								752.86	
KLEIN, THORPE & JENKINS LTD.									
3777									
164334	LEGAL SERVICES-SSA #9 OBJECTIO	CHICAGO	20132161	07/12/2013	37900000-532100	AD	PROFESSIONAL SERVICES	\$12.00	0
164335	LEGAL SERVICES-EXTENSION OF TR	CHICAGO	20132161	07/12/2013	37380110-533100	AD	LEGAL SERVICES	\$563.70	0
								575.70	
KOSMAN, FRANK									
2659									
052313	CHIEF'S MEETING-INV #052313	BENSENVILLE	20132072	07/11/2013	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$25.00	0
								25.00	
KUSTOM SIGNALS, INC									
10383									
482215	REPAIR RADAR REMOTES-#482215	KANSAS CITY	20132085	07/04/2013	11040110-542410	PD	R&M VEHICLES	\$120.00	0
								120.00	
LAHR DAVID L									
99									
3372-208080	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$40.00	0
								40.00	
LANER,MUCHIN,DOMBROW,BECKER,I									
11469									
420047	LEGAL SERVICES THROUGH MARCH	CHICAGO	20132113	05/31/2013	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$731.25	0
421177	LEGAL SERVICES THROUGH APRIL 2	CHICAGO	20132113	05/31/2013	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$877.50	0
423468	LEGAL SERVICES THROUGH MAY 20	CHICAGO	20132113	07/01/2013	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$62.50	0
								1,671.25	
LAUTERBACH & AMEN									
520									
1617	AUDIT FEES-12/31/12 PROGRESS BIL	WARRENVILL	20132151	06/28/2013	11030110-532320	FN	AUDITING SERVICES	\$30,000.00	0
								30,000.00	
LAW OFFICES OF JOHN Z TOSCAS									
12719									
051613PR	PARK/ORD HEARING-INV #051613PR	PALOS HEIGHT	20132092	06/15/2013	11040110-533100	PD	LEGAL SERVICES	\$500.00	0
052613M	RED LIGHT MAIL-INV #052613M	PALOS HEIGHT	20132091	06/25/2013	11040110-533100	PD	LEGAL SERVICES	\$225.00	0
								725.00	
MAHER LUMBER HARDWARE									
2912									

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1306-790687	BLADES	WOOD DALE	20132058	07/06/2013	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$49.24	0
MARQUARDT & BELMONTE P.C.									
127									
5781	PROSECUTIONS & HEARINGS-05/02-	WHEATON	20132093	07/04/2013	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$5,443.76	0
MCDONALD'S CORP.									
9225									
042413	1 PRISONER MEAL-APR13-INV#0413	BENSENVILLE	20132081	05/31/2013	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$5.09	0
MEADE ELECTRIC COMPANY INC									
12050									
659707	R-45-2011 TRAFFIC SIGNAL MAINT-	MCCOOK	20130456	06/30/2013	11050421-542820	PW	R&M TRAFFIC SIGNALS	\$1,057.80	0
MEL'S CAR CARE CENTER									
10199									
60998	REPAIR A/C-SQ #315-INV #60998	MELROSE PA	20132084	05/31/2013	11040110-542410	PD	R&M VEHICLES	\$145.00	0
MESSER & STILP, LTD									
788									
060713	WAGE DEDUCTION PR WH 6/7/13	CHICAGO	20132048	07/07/2013	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$168.04	9002667
MIDLAND PAPER									
488									
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11010010-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$875.20	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11010030-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$875.20	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11010050-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$875.20	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11020190-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$106.80	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11030110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$875.20	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11040110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$1,468.50	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$323.85	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	51030250-551110	PW	OFFICE SUPPLIES	\$875.20	0
10JU5650	ANNUAL PAPER PURCHASE	WHEELING	20131132	07/05/2013	51050110-551110	PW	OFFICE SUPPLIES	\$323.85	0
MIDWEST PARKER SERVICES INC									
108									
386	REPAIR DOOR/LOCK LR#6-EDGEII	AURORA	20131971	06/21/2013	11070740-542310	SF	R&M EQUIPMENT	\$245.00	0
								245.00	

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MILLER INDUSTRIAL									
6509									
554292	2 CEILING TILES-INV #554292	ELK GROVE V	20132077	06/09/2013	11040110-542110	PD	R&M BUILDING	\$13.98	0
5561419	SUPPLIES-WALL PLATE,CONDUIT	ELK GROVE V	20132060	06/27/2013	11050440-542110	PW	R&M BUILDING	\$21.73	0
557560	SUPPLIES-CAP, MARKING WAND,BAT	ELK GROVE V	20132060	07/03/2013	51050110-551110	PW	OFFICE SUPPLIES	\$33.98	0
557560	SUPPLIES-CAP, MARKING WAND,BAT	ELK GROVE V	20132060	07/03/2013	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$35.48	0
557611	SUPPLIES-GALV PIPE,GALV NIPPLE,I	ELK GROVE V	20132060	07/03/2013	51050110-542110	PW	R&M BUILDINGS	\$113.05	0
557812	SUPPLIES-GALV NIPPLE,VALVE BALL	ELK GROVE V	20132060	07/04/2013	51050110-542110	PW	R&M BUILDINGS	\$70.70	0
558049	SUPPLIES-GALV NIPPLE,VALVE BALL	ELK GROVE V	20132060	07/04/2013	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$15.46	0
558079	SUPPLIES-PIPE GALV,ELBOW,UNION	ELK GROVE V	20132060	07/05/2013	51050110-542110	PW	R&M BUILDINGS	\$33.69	0
558215	SUPPLIES-JOINT CPND,VALVE BALL,	ELK GROVE V	20132060	07/05/2013	51050110-551110	PW	OFFICE SUPPLIES	\$7.96	0
558245	SUPPLIES-COMP NUT,COMP SLEEVE	ELK GROVE V	20132060	07/06/2013	51050440-542110	PW	R&M BUILDING	\$22.95	0
558263	SUPPLIES-BUNGEE CORD,STORAGE	ELK GROVE V	20132060	07/06/2013	51050110-551110	PW	R&M BUILDINGS	\$21.24	0
558263	SUPPLIES-BUNGEE CORD,STORAGE	ELK GROVE V	20132060	07/06/2013	51050110-551110	PW	OFFICE SUPPLIES	\$31.14	0
558293	SUPPLIES-FASTENERS	ELK GROVE V	20132060	07/06/2013	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$148.84	0
558359	SUPPLIES-CORED PLUG,ELBOW,REI	ELK GROVE V	20132061	07/07/2013	11050430-542410	PW	R&M VEHICLES	\$6.36	0
					51050110-542110	PW	R&M BUILDINGS	\$58.60	0
695.16									
MODERN SIGNS INC									
99									
3331-23893	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$250.00	0
250.00									
MUNICIPAL SYSTEMS INC									
12974									
8329	PARKORD PRGM FEE-MAY 13-#8329	PALOS HTS	20132118	06/07/2013	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$2,705.00	0
2,705.00									
NAIOP CHICAGO, INC									
823									
2013	2013 NAIOP SUMMER SPONSORSHIP	CHICAGO	20132157	07/19/2013	11060110-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$3,500.00	0
3,500.00									
NICOR									
2673									
1055780000-0513	SERVICE FROM 04/26-05/28/13-701 W	AURORA	20132073	06/27/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PL	\$109.54	0
2055780000-0513	SERVICE FROM 04/26-05/28/13-701 W	AURORA	20132073	06/27/2013	51050550-541370	PW	ELECTRICITY/GAS	\$109.42	0
6143740000-0513	SERVICE FROM 04/30-05/30/13-711 E	AURORA	20132073	06/29/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PL	\$522.88	0
6864780000-0513	SERVICE FROM 04/29-05/28/13-605 W	AURORA	20132073	06/27/2013	51050550-541370	PW	ELECTRICITY/GAS	\$47.69	0
7194780000-0513	SERVICE FROM 04/29-05/28/13-20 N C	AURORA	20132073	06/27/2013	51050550-541370	PW	ELECTRICITY/GAS	\$96.84	0
886.37									

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NORRIS, CHAD									
11760									
6-1-2013	SERVICE FROM 06/30-06/05/13-CABL	PORTAGE	20130012	07/05/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$864.00	0
6-2-2013	SERVICE FROM 06/07-06/13/13-CABL	PORTAGE	20130012	07/13/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$864.00	0
	PGA GOLF B-ROLL PGA GOLF - CAMARA OP-06/09/13	PORTAGE	20132116	07/09/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$108.00	0
	TWTH FUND RAIS: TWTH FUNDRAISER CAM OP-06/08/1:	PORTAGE	20132115	07/08/2013	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$108.00	0
								1,944.00	
NORTH EAST MULTI-REGIONAL TRNG									
2941									
166858	MEMBERSHIP FEES-7/1/13-7/1/14	NORTH AURO	20132194	04/26/2013	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$3,690.00	0
								3,690.00	
NUSSBAUM, WENDY									
11879									
MAY 2013	SERVICES RENDERED-INV #0513	NAPERVILLE	20132117	07/06/2013	11040341-577121	PD	TEEN CENTER	\$6,667.00	0
								6,667.00	
P & G KEENE ELECTRICAL REBUILD									
8929									
342816	REBUILT 21 SK ALT	BRIDGEVIEW	20132079	07/04/2013	11050420-542410	PW	R & M VEHICLES	\$172.00	0
								172.00	
PADDOCK PUBLICATIONS INC									
7111									
06/13/13-08/07/13	DAILY HERALD DAILY DELIVERY-06/1	CAROL STRE	20130286	07/13/2013	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$42.00	0
								42.00	
PARAMOUNT PICTURES									
7130									
PAIN & GAIN WK#	MOVIE RENTAL FEE"PAIN & GAIN"W/	PASADENA	20132008	06/22/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
								250.00	
PATSON INC									
691									
1343713	PARTS-PACKAGE A.FILTER LUB,FUE	ELMHURST	20132068	06/29/2013	11050420-542410	PW	R & M VEHICLES	\$81.55	0
								81.55	
PAYLOCITY									
12843									
060713	PAYROLL FEES 6/7/13	ARLINGTON H	20132054	07/07/2013	11030110-532310	FN	PAYROLL SERVICES	\$346.43	9002666
								346.43	
PETTY CASH (P.W.)									
2626									
061113	PETTY CASH REIMBURSEMENT-KEU	BENSENVILLE	20132071	07/11/2013	11050440-542110	PW	R&M BUILDING	\$8.99	0

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061113	PETTY CASH REIMBURSEMENT-KEU	BENSENVILLE	20132071	07/11/2013	11050110-542310	PW	R&M EQUIPMENT	\$109.99	0
061113	PETTY CASH REIMBURSEMENT-KEU	BENSENVILLE	20132071	07/11/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$3.00	0
								121.98	
PRECISION MECHANICAL INC									
9070									
29077	HVAC SERVICE-VH	FRANKLIN PA	20132080	06/28/2013	11050440-549980	PW	OTHER CONTRACTUAL SERVICE	\$140.00	0
29078	REPAIR COMPRESSOR# 2-EDGE I	FRANKLIN PA	20132015	06/28/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$1,000.00	0
29079	REPAIR POOL BOILER - AQUATIC CE	FRANKLIN PA	20132016	06/28/2013	11070760-542310	SF	R&M EQUIPMENT	\$600.00	0
29080	REPAIR DEHUMIDIFICATION UNIT	FRANKLIN PA	20132017	06/28/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$427.50	0
29110	REPAIR DEHUMIDIFICATION UNIT-EC	FRANKLIN PA	20132017	06/30/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$312.50	0
29124	REPAIR DEHUMIDIFICATION-EDGE I	FRANKLIN PA	20132018	06/30/2013	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$1,574.00	0
29147	HVAC SERVICE-VWTP	FRANKLIN PA	20132080	07/06/2013	11050440-549980	PW	OTHER CONTRACTUAL SERVICE	\$873.00	0
29151	REPAIR DEHUMIDIFIER UNIT-EDGE	FRANKLIN PA	20132039	06/30/2013	11070740-542110	SF	R & M HVAC	\$905.00	0
50772	REPLACE DESICCANT WHEEL-DEPO	FRANKLIN PA	20132110	06/23/2013	11070740-542310	SF	R&M EQUIPMENT	\$9,000.00	0
								14,832.00	
RAY O'HERRON CO.-OAKBROOK TERI									
11033									
1315518-IN	50 SETS/EARPLUGS-INV #1315518	LOMBARD	20132087	06/16/2013	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$550.00	0
								550.00	
ROESCH FORD									
486									
28670FOW	PARTS-TUBE AS#824	BENSENVILLE	20132067	07/03/2013	51050540-542410	PW	R&M VEHICLES	\$59.04	0
28786FOW	PART-FOW G	BENSENVILLE	20132124	07/04/2013	11050420-542410	PW	R & M VEHICLES	\$105.30	0
FOCS37716	PARTS-PROGRAMED EXTRA PATS K	BENSENVILLE	20132067	07/05/2013	51050540-542410	PW	R&M VEHICLES	\$62.50	0
								226.84	
RONCO INDUSTRIAL SUPPLY COMPAI									
58									
1212910-01	CLEANING SUPPLIES-EDGE I & II	BENSENVILLE	20131996	06/02/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$197.16	0
1213094-01	CLEANING SUPPLIES-EDGE I & II	BENSENVILLE	20131996	06/19/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$59.44	0
1213094-02	CLEANING SUPPLIES-EDGE I & II	BENSENVILLE	20131996	06/22/2013	11070740-542112	SF	R&M BUILDING-CLEANING	\$48.10	0
								304.70	
RUSSO POWER EQUIPMENT									
8166									
1611864	1)KEYSWITCH-SUPER STAR-REDMO	SCHILLER PA	20132013	06/23/2013	11070720-542310	SF	R & M EQUIPMENT	\$20.30	0
1623680	MARKING PAINT	SCHILLER PA	20132078	07/04/2013	51050540-552615	PW	PAINT	\$87.12	0
								107.42	
SARAH'S PONY RIDES INC									
317									

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FINAL PAYMENT 2 PONY RIDES@LIBERTY FEST 2013									
		WILLOW SPR	20131064	07/11/2013	11070110-577013	SF	LIBERTY FEST	\$270.00	0
SAUL HERRERA (E)									270.00
821									
1000025239	REIMBURSEMENT-TRAINING-HERRE	FRANKLIN PA	20132070	05/25/2013	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$361.00	0
SHEMIN NURSERIES, INCORPORATEC									361.00
2997									
813111	30 SEED LIBERTY MIX	ADDISON	20132075	06/30/2013	51050540-542811	PW	R&M RIGHT OF WAY	\$225.00	0
813214	FLOWERS	ADDISON	20131535	06/30/2013	11050440-542110	PW	R&M BUILDING	\$1,249.07	0
813218	FLOWERS	ADDISON	20131742	06/30/2013	11050440-542110	PW	R&M BUILDING	\$2,110.25	0
813220	FLOWERS	ADDISON	20131748	06/30/2013	11050440-542110	PW	R&M BUILDING	\$397.75	0
813602	GRASS SEED, CURLEX BLANKET	ADDISON	20132075	07/04/2013	11050440-542110	PW	R&M BUILDING	\$230.10	0
814738	FLOWERS-BERBERIS,HOSTA PATRIC	ADDISON	20132133	07/12/2013	11050440-542110	PW	R&M BUILDING	\$405.40	0
815001	BOW RAKES,LVL HEAD RAKE,CURLE	ADDISON	20132140	07/14/2013	11050440-542110	PW	R&M BUILDING	\$80.12	0
815001	BOW RAKES,LVL HEAD RAKE,CURLE	ADDISON	20132140	07/14/2013	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$231.70	0
SIGN WORKS INCORPORATED									4,929.39
2999									
61997	10'X8' MUSIC IN THE PARK SIGN	BENSENVILLE	20131976	06/21/2013	11070110-577012	SF	MUSIC IN THE PARK	\$580.00	0
62154	MUSIC IN THE PARK BANNERS	BENSENVILLE	20132006	06/30/2013	11070110-577012	SF	MUSIC IN THE PARK	\$605.00	0
STAPLES BUSINESS INC									1,185.00
9227									
3199756636	OFFICE SUPPLIES-#3199756636	FRAMINGHAM	20132082	06/10/2013	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$52.42	0
3199756637	OFFICE SUPPLIES-#3199756637	FRAMINGHAM	20132082	06/10/2013	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$34.99	0
STATE CHEMICAL MANUFACTURING (									87.41
8034									
96289746	JANITORIAL SUPPLIES	CLEVELAND	20132051	06/30/2013	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$63.01	0
96306037	JANITORIAL SUPPLIES	CLEVELAND	20132142	07/12/2013	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$27.95	0
96306037	JANITORIAL SUPPLIES	CLEVELAND	20132142	07/12/2013	51050110-551110	PW	OFFICE SUPPLIES	\$27.96	0
STATE DISBURSEMENT UNIT									108.92
13020									
660713	CHILD SUPPORT PR WH 6/7/13	CAROL STRE	20132055	07/07/2013	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$1,104.29	9002665
									1,104.29

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112199	REPAIR SLIDING DOOR-EDGE II	BATAVIA	20132019	06/27/2013	11070740-542310	SF	R&M EQUIPMENT	\$446.20	0
10895	TERMINAL SUPPLY CO							446.20	
21068-00	ROCKER SWITCH-SQ#306 #21068-00	TROY	20132086	05/02/2013	11040110-542410	PD	R&M VEHICLES	\$6.21	0
3012	TERRACE SUPPLY COMPANY							6.21	
00926947	MO CYLINDER RENTAL WELDING GA	ITASCA	20130128	06/30/2013	11050490-542310	PW	R&M EQUIPMENT	\$18.60	0
00926947	MO CYLINDER RENTAL WELDING GA	ITASCA	20130128	06/30/2013	11050420-542410	PW	R & M VEHICLES	\$18.60	0
00926947	MO CYLINDER RENTAL WELDING GA	ITASCA	20130128	06/30/2013	51050540-542410	PW	R&M VEHICLES	\$18.60	0
9765	THE BANK OF NEW YORK MELLON							55.80	
BENSEN09-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	37390920-716100	FN	DEBT SERVICE - INTEREST SER06	\$16,765.87	9002684
BENSEN09-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	41090920-716100	FN	DEBT SERVICE - INTEREST SER06	\$20,599.13	9002684
BENSEN11A-0613	TIF #12-BOND INTEREST JUNE 15, 2C	DALLAS	20132111	05/30/2013	37990920-716100	FN	DEBT SERVICE - INTEREST	\$437,775.00	9002680
BENSEN11B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	33290920-716100	FN	DEBT SERVICE - INTEREST	\$13,882.78	9002684
BENSEN11B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	33490920-716100	FN	DEBT SERVICE - INTEREST	\$61,701.25	9002684
BENSEN11B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	33590920-716100	FN	DEBT SERVICE - INTEREST	\$4,627.59	9002684
BENSEN11B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	33690920-716100	FN	DEBT SERVICE - INTEREST	\$41,648.35	9002684
BENSEN11B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	33790920-716100	FN	DEBT SERVICE - INTEREST	\$21,595.44	9002684
BENSEN11B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	33890920-716100	FN	DEBT SERVICE - INTEREST	\$10,797.72	9002684
BENSEN11C-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	37690920-716100	FN	DEBT SERVICE-INTEREST	\$20,631.25	9002684
BENSEN11D-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	37790920-716100	FN	DEBT SERVICE-INTEREST	\$25,165.63	9002684
BENSEN12A-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	41090920-716100	FN	DEBT SERVICE-INTEREST	\$44,846.67	9002684
BENSEN12B-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	37390920-716100	FN	DEBT SERVICE-INTEREST	\$11,275.00	9002684
BENSEN12C-0613	BOND INTEREST JUNE 30, 2013	DALLAS	20132168	05/30/2013	41090920-716100	FN	DEBT SERVICE-INTEREST	\$20,225.00	9002684
BENSENDC05-061	TIF #5-BOND INTEREST JUNE 15, 201	DALLAS	20132111	05/30/2013	37490920-716100	FN	DEBT SERVICE - INTEREST	\$19,962.50	9002680
675	THE SIN BIN HOCKEY SHOP, INC.							771,519.18	
10005	(11)JACKETS - EDGES STAFF	BENSENVILLE	20132000	06/22/2013	11070740-554810	SF	UNIFORMS-PURCHASE	\$550.00	0
525	THIRD MILLENNIUM ASSOCIATES INC							550.00	
15864	UB SERVICE-06/07/13 & BENSENVILL	WARRENVILL	20132126	07/10/2013	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,043.68	0
15864	UB SERVICE-06/07/13 & BENSENVILL	WARRENVILL	20132126	07/10/2013	11070110-577013	FN	LIBERTY FEST	\$963.63	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 6/25/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
THOMPSON ELEVATOR								2,007.31	
3981									
13-1904	2 ELEVATOR PLAN REVIEWS 120 E.G. MT PROSPEC		20132162	07/13/2013	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$100.00	0
								100.00	
THOMPSON RENTAL STATION, INC.									
3016									
494639-1	EQUIPMENT RENTAL	BENSENVILLE	20132076	07/06/2013	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$303.00	0
								303.00	
THORSEN, GARY									
11545									
061113	REIMB-ICE SHOW-BATTERY,CLEAR F	BENSENVILLE	20132040	07/11/2013	11070740-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$219.87	0
								219.87	
TREASURY DIRECT									
11906									
060713	SAVINGS BONDS PR WH 6/7/13		20132053	07/07/2013	11000000-213400	FN	PAYROLL DEDUCTN-SAVINGS BO	\$25.00	9002672
								25.00	
TREE TOWNS REPRO SERVICE, INC.									
3644									
192189	PRINTING-80#MATTTE COVER 4/0	ELMHURST	20131951	07/05/2013	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$180.00	0
								180.00	
TYLER TECHNOLOGIES INC									
13113									
045-89168	CREATE NEW UBCIS EXPORT	DALLAS	20132121	06/30/2013	11020180-542100	AD	MAINTENANCE AGREEMENTS	\$7,000.00	0
								7,000.00	
U.S. CELLULAR CORPORATION									
11456									
9130006-0613	TIF-6 U.S.CELLULAR PROP.TAX-JUNE CHICAGO		20132171	07/30/2013	37580110-541315	FN	U.S. CELLULAR INTEREST ON NP	\$140,926.46	0
								140,926.46	
UNDERWRITER'S SAFETY & CLAIMS									
12623									
05/01-05/31/13	WORKERS COMP CLAIM- MAY 2013	LOUISVILLE	20131992	06/30/2013	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COI	\$10,555.95	0
								10,555.95	
UNIFIED TELECOM, INC									
767									
112113	POINT TO POINT DOWN-PUBLIC WOI	LAKE ZURICH	20131986	05/15/2013	11020180-541310	IT	COMMUNICATION-PHONES (WIRE	\$120.00	0
112206	MONTHLY MAINTENANCE AGREEME	LAKE ZURICH	20131987	07/03/2013	11020180-542100	IT	MAINTENANCE AGREEMENTS	\$1,599.50	0

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WTF/MANUAL CHECK #
UNITED WATER NACO LLC									1,719.50
13205									
201317813	R-6-2012 WWTF OPERATION FIXED-C	HARRINGTON	20130346	05/31/2013	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$120,482.98	0
201317975	R&M COSTS MAY 2013	HARRINGTON	20132176	06/30/2013	51050570-545630	PW	VARIABLE EXP-WATER TREAT PL	\$7,034.09	0
201318046	R-6-2012 WWTF OPERATION FIXED-C	HARRINGTON	20130346	07/13/2013	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$108,673.46	0
								236,190.53	
UNIVERSAL FILM EXCHANGES									
7128									
OBLIVION WK#1	MOVIE RENTAL FEE"OBLIVION" WK#1	DALLAS	20131834	06/15/2013	11070790-547910	SF	MOVIE RENTAL FEES	\$250.00	0
								250.00	
US LIFT AND WAREHOUSE EQUIPME									
793									
250504	REPAIR SKYJACK,S/N:27471-R.P.	ELK GROVE	20132032	06/01/2013	11070720-542310	SF	R & M EQUIPMENT	\$819.30	0
								819.30	
VANDENBRANDEN, STEVEN (E)									
13088									
MAR,APR,MAY 201	REIMBURSEMENT-MILEAGE FOR MA	BENSENVILLE	20132028	07/10/2013	11070720-554110	SF	FUEL/GAS/OIL	\$239.01	0
								239.01	
VERIZON WIRELESS									
11240									
442003865-0513	CELL PHONE SERVICE FROM 04/24-C	LEHIGH VALLI	20131990	06/22/2013	11020180-541315	IT	CELL PHONE SERVICE & EQUIPME	\$2,817.30	0
585520014-0513	SERVICE FROM 04/20-05/19/13-INTER	LEHIGH VALLI	20132088	06/18/2013	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$753.86	0
786747239-0513	MIFFI SERVICE FROM 04/24-05/23/13	LEHIGH VALLI	20131989	06/22/2013	11020180-541315	IT	CELL PHONE SERVICE & EQUIPME	\$959.13	0
								4,530.29	
VICTORY AUTO WRECKING INC									
99									
3442-206441	BOND REFUND			07/13/2013	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$250.00	0
								250.00	
VILLAGE OF ADDISON									
4323									
11120	DISPATCH SERV RENDERED-01/01/1:	ADDISON	20132108	07/03/2013	11040380-571010	PD	INTERGOVT PROG/CONTRIB.	\$100,410.50	0
								100,410.50	
VILLAGE OF BENSENVILLE									
3100									
060713	POLICE PENSION PR WH 6/7/13		20132107	07/07/2013	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIO	\$10,032.05	9002674
								10,032.05	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 6/25/2013

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
WEISSMANS THEATRICAL SUPPLY IN									
651									
134178503	(31)ICE SHOW CUSTOMES- EDGE	ST LOUIS	20131140	06/09/2013	11070740-557481	SF	ICE SHOW COSTUMES-PURCHASI	\$319.92	0
								319.92	
WENTWORTH TIRE-BENSENVILLE									
3510									
424584	TIRE REPAIR	BENSENVILLE	20132141	07/13/2013	51050540-542410	PW	R&M VEHICLES	\$37.00	0
								37.00	
WESTMORE SUPPLY CO INC									
596									
R78446	CEMENT	LOMBARD	20132127	06/01/2013	11050420-542810	PW	R & M PAVEMENT	\$501.25	0
R78509	CEMENT	LOMBARD	20132127	06/12/2013	11050420-542810	PW	R & M PAVEMENT	\$567.50	0
								1,068.75	
WHOLESALE DIRECT									
8440									
200462	PART-CUT FEET 6/12GA., 1/10GA.	CHICAGO	20132134	07/06/2013	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$75.89	0
								75.89	
ZIEBELL WATER SERVICE									
3045									
220544-000	WATER MAIN PARTS-MJ CI DUAL LS	ELK GROVE V	20130130	06/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$1,274.00	0
220545-000	WATER MAIN PARTS-COPPER WAST-	ELK GROVE V	20130130	06/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$161.01	0
220546-000	WATER MAIN PARTS-COUPPLING, CO	ELK GROVE V	20130130	06/29/2013	51050540-552520	PW	WATER MAIN PARTS	\$369.52	0
								1,804.53	

CHECK TOTAL: 1,241,484.15

WIRE/MANUAL TOTAL: 883,366.03

EXPENDITURE TOTAL: 2,124,850.18

TYPE:
Resolution

SUBMITTED BY:
Mark Rysavy

DEPARTMENT:
Community & Economic
Development

DATE:
June 25, 2013

DESCRIPTION:

Resolution authorizing the Village Manager to enter into a contract with Camosy Construction, Inc. for Construction Management Services for the new Police Facility.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☒	<i>Safe and Beautiful Village</i>	☒	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

Public Safety Committee (Approved 6-0)

DATE:

June 18, 2013

BACKGROUND:

The next phase of the design for the new Police Facility is design development. This is when the Construction Manager (CM) is brought in on a typical project to begin budget analysis based on some early choices of materials, mechanical systems, and designs by the Architect and Owner (Village). The CM helps to keep the overall design and selection process on budget throughout the Architectural Design phase, then transitions to a modified General Contractor role while the design is being bid, and ultimately constructed. The CM will hold all the contracts on this project, making them responsible for all paperwork, payouts, liens, and warranties. This gives the Village a single point of contact for construction, a single point of payment throughout, and most importantly a Guaranteed Maximum Price.

KEY ISSUES:

In order to choose a qualified CM, the Village Staff, with the help of FGM Architects, issued an RFQ/RFP for CM on 02.18.13 with submittals due back on 03.05.13. Nine qualified CM Firms responded. Five staff members evaluated the nine proposals on 7 criteria and the top three finishers were invited in for personal interviews and presentations.

Riley Construction, Camosy Construction, and MTI Construction were all brought in on 04.03.13 to interview with the project team. The clear top choice after the interviews was Camosy Construction. The project team was most comfortable with Camosy on an interpersonal level, on a qualification level, and on a budget level. While the adjusted general conditions were a touch higher in cost than the next qualifier, the overall CM fee percentage was less by 1/4 point.

Individual submittals are available on the Leadership Drive due to file size requirements.

A CM allows the Village to stay on budget and on schedule for the project by holding all the contracts, managing all paperwork, handling all bidding, and maintaining a guaranteed maximum price. This contract does not include a true penalty or bonus clause because it calls for the General Conditions to be fixed, eliminating the need for penalties or bonuses.

ALTERNATIVES:

- Approve the resolution for contract as submitted.
- Direct Staff to issue a new RFP.
- Discretion of the Board.

RECOMMENDATION:

Staff respectfully requests approval of the Resolution.

BUDGET IMPACT:

This is included in the overall budget plans for the new Police Facility from 2013 through 2015.

ACTION REQUIRED:

Resolution authorizing the Village Manager to enter into a contract with Camosy Construction, Inc. for Construction Management Services for the new Police Facility.

ATTACHMENTS:

Name:

Description:

☐ [CM-Resolution 6-25-13.docx](#)

Resolution

☐ [CM Contract.pdf](#)

CM Contract

☐ [CM Contract Exhibits.pdf](#)

CM Contract Exhibits

☐ [CM Prequal Village Review.docx](#)

CM RFP

☐ [Criteria Spreadsheet.pdf](#)

Evaluation Criteria

☐ [CM Selection Tabulation.pdf](#)

Evaluation Results

☐ [FEE Submittal Summary.pdf](#)

Fee Evaluation Breakdown

RESOLUTION NO. R-

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A
CONTRACT WITH CAMOSY CONSTRUCTION, INC. FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE NEW POLICE FACILITY AT 345 E. GREEN
STREET.**

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, Camosy Construction has provided the VILLAGE a bid document to complete the Construction Management Services for the new Police Facility at 345 E. Green Street site for the VILLAGE; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a Contract for Construction Management Services with Camosy Construction, which Contract is attached including exhibits.

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Contract with Camosy Construction.”

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this _____ day of _____, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

AIA[®] Document A133[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 31st day of May in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

Village of Bensenville
12 S Center Street
Bensenville IL 60606

and the Construction Manager:
(Name, legal status and address)

Camosy Construction Incorporated
43431 N US Hwy 41
Zion IL 60099

for the following Project:
(Name and address or location)

Renovation of an Existing Building to become the New
Bensenville Police Station
345 E Green Street
Bensenville IL 60606

The Architect:
(Name, legal status and address)

FGM Architects
1211 West 22nd Street
Suite 750
Oak Brook IL 60523

The Owner's Designated Representative:
(Name, address and other information)

Mr. Mark Rysavy
Assistant Director
Village of Bensenville
12 S Center Street
Bensenville IL 60606

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Construction Manager's Designated Representative:
(Name, address and other information)

Mr. Todd Peyron
Vice President of Estimating
Camsey Construction Incorporated
43451 N US Hwy 41
Zion IL 60099
847-395-6800

The Architect's Designated Representative:
(Name, address and other information)

Mr. Raymond Lee
FGM Architects
1211 West 22nd Street
Oak Brook IL 60523
630-574-8300

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction

Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The

Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201-2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

(Paragraph deleted)

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Eighty-Eight thousand eight hundred twelve and no/100 dollars (\$88,812.00) Please refer to "Exhibit 'A'" Canopy Construction Fee Proposal Form and "Exhibit 'B'" General Conditions Form as submitted with the original Request for Qualifications (RFQ) response and attached to this contract. NOTE: This fee amount for Preconstruction Services is included as part of the Total Fee Amount as calculated according to Article 5 - Compensation for Construction Phase Services, below.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice.
(Paragraphs deleted)

Payments and interest shall be governed according to Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

3.2 % of the Total Cost of Construction

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

3.20% for Change Orders

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

To be determined by mutual agreement of the Owner and the Construction Manager prior to bidding of the subcontractors work.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred Ten percent (110 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Unit Prices, should any be required, will be identified prior to releasing the project for bidding. Such Unit Pricing will then be included as part of the Bidding Requirements and requested of Bidders as appropriate.

Item	Units and Limitations	Price per Unit (\$0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, or as it may be amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

Construction Manager agrees to return One Hundred percent (100%) of all savings under the GMP amount to the Owner

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing.

Provided there shall be no effect on the Guaranteed Maximum Price. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs

of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 To the extent provided by law, legal costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

(Paragraph deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment, or accordance with the applicable period of time under the Illinois Local Government Prompt Act, whichever is greater

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
3. Add the Construction Manager's Fee, less retainage of zero percent (0.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. Subtract retainage of ten percent (10.0 %) from that portion of the Work that the Construction Manager self-performs;
5. Subtract the aggregate of previous payments made by the Owner;
6. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
7. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- 1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- 3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Construction Manager shall provide Insurance as per the attached Certificate of Insurance noted as "Exhibit D" Construction Manager shall provide Performance and Payment Bond noted as "Exhibit E" equal to One Hundred percent (100%) of the total Cost of the Work after completion of bidding and establishment of the Guaranteed Maximum Price (GMP).

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9. However, for Claims arising from or relating to the Construction Manager's Preconstruction

Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim not resolved by the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☒ Litigation in the Eighteenth Judicial Circuit of Illinois

☐ Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as

the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201-2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201-2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201-2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201-2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201-2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201-2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

The work under this Agreement is a "public works" as defined in the Illinois Prevailing Wage Act, 820 ILCS 130/1, *et seq.*, and that act applies to such work. The Construction Manager and its subcontractors shall at all times during the term of this Agreement comply with the Prevailing Wage Act in regard to such work.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 Those provisions of AIA Document A201-2007, General Conditions of the Contract for Construction expressly incorporated herein by reference, but no other provisions of that document
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
Document No. 12.2.5.1, Supplementary Terms and Conditions

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Michael Cassady Village Manager
(Printed name and title)

John P. Camosy President & CEO
(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:06:25 on 05/30/2013.

PAGE 1

AGREEMENT made as of the 31st day of May in the year 2013

...

Village of Bensenville
12 S Center Street
Bensenville IL 60606

...

Camosy Construction Incorporated
43451 N US Hwy 41
Zion IL 60099

...

Renovation of an Existing Buidling to become the New
Bensenville Police Station
345 E Green Street
Bensenville IL 60606

(Name, legal status and address)

EGM Architects
1211 West 22nd Street
Suite 750
Oak Brook IL 60523

...

Mr. Mark Rysavy
Assistant Director
Village of Bensenville
12 S Center Street
Bensenville IL 60606

PAGE 2

Mr. Todd Peyron
Vice President of Estimating

Camosy Construction Incorporated
43451 N US Hwy 41
Zion IL 60099
847-395-6800

...

Mr. Raymond Lee

...

EGM Architects

1211 West 22nd Street

...

Oak Brook IL 60521

630-574-8300

PAGE 7

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

PAGE 8

Eighty-Eight thousand eight hundred twelve and no/100 dollars (\$88,812.00). Please refer to "Exhibit 'A'" Camosy Construction Fee Proposal Form and "Exhibit 'B'" General Conditions Form as submitted with the original Request for Qualifications (RFQ) response not attached to this contract. NOTE: This fee amount for Preconstruction Services is included as part of the Total Fee Amount as calculated according to Article 5 – Compensation for Construction Phase Services, below.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid—() days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

—0%

Payments and interest shall be governed according to Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.~

PAGE 9

3.2 % of the Total Cost of Construction

...

3.20% for Change Orders

...

To be determined by mutual agreement of the Owner and the Construction Manager prior to bidding of the subcontractors work.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred Ten percent (110 %) of the standard rate paid at the place of the Project.

...

Unit Prices, should any be required, will be identified prior to releasing the project for bidding. Such Unit Pricing will then be included as part of the Bidding Requirements and requested of Bidders as appropriate.

...

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, or as it is may be amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

...

Construction Manager agrees to return One Hundred percent (100%) of all savings under the GMP amount to the Owner

...

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. Provided there shall be no effect on the Guaranteed Maximum Price. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

PAGE 12

§ 6.6.8 ~~Legal, mediation and arbitration~~ To the extent provided by law, legal costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

~~§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.~~

PAGE 13

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-fifth 25th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment. Payment, or accordance with the applicable period of time under the Illinois Local Government Prompt Act, whichever is greater

PAGE 14

- .3 Add the Construction Manager's Fee, less retainage of zero percent (0.0 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of ten percent (10.0 %) from that portion of the Work that the Construction Manager self-performs;

PAGE 15

Construction Manager shall provide Insurance as per the attached Certificate of Insurance noted as "Exhibit D"
Construction Manager shall provide Performance and Payment Bond noted as "Exhibit E" equal to One Hundred percent (100%) of the total Cost of the Work after completion of bidding and establishment of the Guaranteed Maximum Price (GMP).

...

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and ~~Article 15 of A201-2007.~~ However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to ~~Section 15.3 of AIA Document A201-2007,~~ the method of binding dispute resolution shall be as follows:

PAGE 16

[~~Litigation in a court of competent jurisdiction~~ X] Litigation in the Eighteenth Judicial Circuit of Illinois

PAGE 17

The work under this Agreement is a "public works" as defined in the Illinois Prevailing Wage Act, 820 ILCS 130/1, et seq., and that act applies to such work. The Construction Manager and its subcontractors shall at all times during the term of this Agreement comply with the Prevailing Wage Act in regard to such work.

PAGE 18

- .2 Those provisions of AIA Document A201-2007, General Conditions of the Contract for Construction expressly incorporated herein by reference, but no other provisions of that document

...

(List other documents, if any, forming part of the Agreement.)
Document No. 12.2.5.1, Supplementary Terms and Conditions

Michael Cassady Village Manager

John P. Camosy President & CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John P. Camosy, President & CEO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:06:25 on 05/30/2013 under Order No. 2657085218_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DOCUMENT NO. 12.2.5.1
SUPPLEMENTARY TERMS AND CONDITIONS

ADDENDUM TO ARTICLE 12, SECTION 12.2.5.1, STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR

AIA Document A133—2009

1. All bid packages shall be prepared by the Construction Manager, but shall be reviewed and approved by the Owner prior to being placed out for bid.
2. All prospective subcontractors shall be reviewed and approved by the Owner prior to being notified of the opportunity to bid.
3. The Construction Manager will fix its General Conditions Cost based upon the Guaranteed Maximum Price proposal made to and accepted by the Owner pursuant to Section 2.2 of the Agreement. The Fixed Conditions Costs shall not be more than three and two-tenths percent (3.2%) of the GMP. The Fixed General Conditions Cost shall not provide for more than fifteen (15) *force majeure* days from ground breaking to the completion of the Project.
4. Prior to bidding, the Construction Management ("CM") Contingency shall not be more than five percent (5%) of the Architect's scheduled construction costs. After the awarding of the bids, by agreement of the Owner and Construction Manager, the CM Contingency may be increased by not more than approved by the Owner.
5. The Owner may elect to award bids to subcontractors located within the corporate limits of the Owner who submit bids within the lesser of five percent (5%) or \$10,000 of the lowest qualified bid. For the purposes of this accommodation to local subcontractors, the Construction Manager may carry an allowance of \$50,000 in the GMP.
6. The Construction Manager shall be permitted to bid on demolition, cast-in-place concrete, masonry, and carpentry work for the Project. All such bids by the Construction Manager shall be submitted at least twenty-four (24) hours prior to deadline established for submission of subcontractor bids on such work. Such bids shall include a provision for the presence of a foreman of the related trade on site at all times in addition to the job superintendent, who shall not serve as the foreman for any trade.
7. Bid specifications for carpentry shall include only the following: a) rough and finish carpentry; b) installation of interior architectural woodwork; c) installation of hollow metal doors and frames; d) installation of wood doors; e) installation of hardware for all doors; f) installation of toilet and bath accessories; g) other items as approved by the Owner.

8. The Construction Manager and all subcontractors shall provide the Owner with a warranty covering workmanship and materials for a period of two (2) years from the date of completion of the project.
9. All bids received by the deadline for submission of bids shall be opened publicly at the Bensenville Village Hall, 12 South Center Street, Bensenville, Illinois, at the time stated in the bidding specifications.

BENSENVILLE POLICE HEADQUARTERS
FEE PROPOSAL FORM
CONSTRUCTION MANAGEMENT SERVICES FIRMS
SUBMITTED BY: CAMOSY CONSTRUCTION INC.

Based upon the written submissions, the interview, and any supplementary information submitted in response to the Village's request, and based upon such independent investigation (e.g. discussions with previous clients) as the Village determines to be necessary and desirable to assist in evaluating a firm's qualifications; the Village will rank the finalists in the order of their qualifications for the Project. While the fees will be considered, they will not be sole determining factor in the rankings.

The Village will then contact the highest ranking firm and attempt to negotiate a contract for the services at a fair and reasonable compensation taking into consideration the project budget and the estimated value, scope, complexity and nature of the services to be rendered. Should negotiations with the highest ranked firm prove unsuccessful; the Village will terminate those negotiations and enter into negotiations with the next highest ranked firm.

Following completion of successful negotiations, the Village Council will award the contract to the successful Construction Management firm.

PROVIDE FEE INFORMATION AS FOLLOWS:

A. Provide proposed fee for Construction Management services to be provided totally for a complete project: 3.20 %.

B. State the cost **included** in the fee for pre-construction services prior to the establishment of the GMP (at 100% Construction Documents). \$ 88,812.00

C. Provide proposed anticipated budget cost for reimbursable items listed by completing the General Conditions Form. No other indirect costs will be considered for reimbursement after award of this work. General Conditions Form follows this Fee form.

D. Consideration: All subcontracts will be required to public bid.

E. Change Order (Percentage of overhead and profit for Change Order requests)
 % 3.2

F. Bond rate. % 0.587 based on current estimated cost of construction of \$12,250,000.

G. In the event of cost of work plus the contractor's fee is less than the guaranteed maximum price; the undersigned agrees to return all savings to the Owner.

Yes X No _____ If no, why not?

Returning all savings to the owner is Camosy's STANDARD practice for all of our CM Projects. Ask any of our clients.

H. Indicate the overhead mark-up on any work your own forces will consider performing excluding General Conditions. List which trades/work will be considered to be performed by your own forces.

5.0% Overhead Mark-Up.

Work considered to be performed with own forces:

- Concrete
- Masonry
- Carpentry
- Demolition

I. Provide mark-up for fee and General Conditions on any changes in the work after the establishment of the guaranteed maximum price.

	Add	Deduct
General Conditions	\$ 2.70%	\$ 0.0%
C.M. Fee	\$ 3.20%	\$ 0.0%

J. State the cost for a 110% Performance Bond based on \$12,250,000 contract value:
\$ 71,900.00

K. Construction Management services firm is invited to add any additional items that would be customarily considered as required on this project.

L. C.M. agrees to bidding conditions for work being performed by their own forces as stated in the Instructions for Proposals for Construction Management Services Firm.
Camosy Agrees

M. Provide name, signature, and title of individual who has prepared the "fee schedule" and does the firm hereby agree to enter into a contract, if offered, that reflects the above statement?

Mr. John P Camosy, being duly sworn, deposes and says that he/she is the President and CEO of Camosy Construction Inc., Construction Management services firm(s), and the answers to the foregoing questions and all statements therein contained are true and correct. He/she has examined and carefully prepared this proposal based upon the pre-qualification documents and all issued addenda and have checked the same in detail prior to submittal. I have full authority to make statements and submit this proposal on this firm's behalf.

Name or Organization: Camosy Construction Inc.

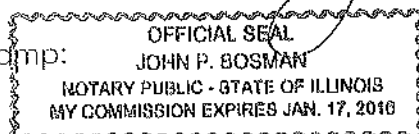
By: John P Camosy

Title: President and CEO

Subscribed and sworn before me this 12th day of March, 2013.

Notary Public: John P Bosman

Notary Stamp:

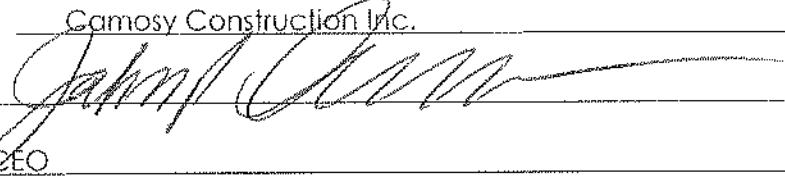


Dated this 12th day of March, 2013.

Pursuant to information for prospective bidders for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is for your confidential use only to assist in determining the qualifications of their organization to perform the type and magnitude of work included; and further, guarantee that truth and accuracy of all statements herein made. We will accept your determination of qualifications sub-contractor, supplier, or any other persons, firms, or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

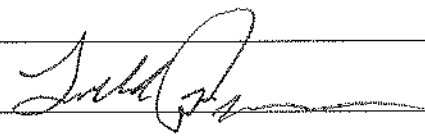
Each prospective Construction Management services firm making a proposal for Construction Management services agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in conjunction with the administration, evaluation, or recommendation of any submittal.

Name of Organization Camosy Construction Inc.

By John P Camosy 

Title President and CEO

Date March 12, 2013

Attested to by Todd Peyron 

Title Assistant Secretary

The Village reserves the right to select the CM process that it judges best serves its interest. The Village reserves the right to reject any or all submittals and to waive any and all informalities or irregularities to any submittal when such is deemed by the Village to be in the Village's best interest.

BENSENVILLE POLICE STATION

GENERAL CONDITIONS FORM SUBMITTED BY: CAMOSY CONSTRUCTION INC.

The following list represents items to be categorized as General Conditions, and are not to be included as part of the proposed fee. This list is intended for evaluation purposes. During negotiations with the selected Construction Manager, certain items may be negotiated into the base fee. Provide an estimate for each item, and indicate whether or not the work will be performed by your own forces, or assigned to a subcontractor. For the General Conditions, assume a 14 month construction and a three month construction closeout duration.

All other indirect costs are to be included as a part of the base fee, no other indirect costs will be considered for reimbursement after award of this work.

General Conditions shall minimally include all labor, materials, equipment and incidentals:

<u>Item</u>	<u>Cost</u>	<u>By</u> <u>CM</u>	<u>By</u> <u>SC</u>
Full time on-site Superintendent (Note: Include Project Manager costs in basic services fee), includes field office	\$ <u>284,218.00</u>	X	☐
Telephone/fax/copy machine, including service and equipment.	\$ <u>6,000.00</u>	X	X
Temporary Power	\$ <u>0.00</u>	☐	X
Construction testing	\$ <u>0.00</u>	☐	X
Survey layout (site, building, partition and spotted foundation)	\$ <u>0.00</u>	☐	X
Street cleaning	\$ <u>0.00</u>	☐	X
Tree protection	\$ <u>0.00</u>	☐	X
In progress clean-up	\$ <u>19,811.00</u>	X	X
Final clean-up	\$ <u>0.00</u>	☐	X
Clean glass and all mirrors	\$ <u>0.00</u>	☐	X
First aid and fire extinguishers	\$ <u>750.00</u>	X	X
Dumpsters	\$ <u>10,608.00</u>	X	X

Temporary project sign (4'x8' code permitting), including permits	\$ <u>1,800.00</u>	X	☐
Postage and messenger service	\$ <u>0.00</u>	X	☐
Reproduction costs during construction	\$ <u>0.00</u>	X	☐
Safety and OSHA	\$ <u>0.00</u>	X	X
	\$ <u>0.00</u>	X	X
Coordination of utility locates			
Temporary Signage for redirection of lobby entrance (assumed not required)	\$ <u>0.00</u>	☐	☐
Bi-weekly construction progress photos	\$ <u>500.00</u>	X	☐
Temporary Job site toilets	\$ <u>3,780.00</u>	X	☐
Insurance (include in fee proposal, do not include here)	\$ <u>included in fee</u>	☐	☐
Allowance for additional services such as the owner may require.	\$ <u>0.00</u>	☐	☐
Winter Conditions	\$ <u>0.00</u>	☐	X
Dust Protection / Partitions	\$ <u>0.00</u>	☐	X
List any additional items that may or may not be required:	\$ <u>0.00</u>	☐	☐
TOTAL	\$ <u>327,517.00</u>		

AIA[®] Document A201[™] – 2007
General Conditions of the Contract for Construction
for the following PROJECT:
(Name and location or address)

Renovation of an Existing Building to become the New
 Bensenville Police Station
 345 E. Green Street
 Bensenville, IL 60606

THE OWNER:
(Name, legal status and address)

Village of Bensenville
 12 S. Center Street
 Bensenville, IL 60606

THE ARCHITECT:
(Name, legal status and address)

FGM Architects
 1211 West 22nd Street
 Suite 750
 Oak Brook, IL 60523

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA® Document A201™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:26:58 on 05/30/2013.

PAGE 1

Renovation of an Existing Building to become the New
Bensenville Police Station
345 E. Green Street
Bensenville, IL 60606

...

Village of Bensenville
12 S. Center Street
Bensenville, IL 60606

...

FGM Architects
1211 West 22nd Street
Suite 750
Oak Brook, IL 60523

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John P. Camosy, President & CEO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:26:58 on 05/30/2013 under Order No. 2657085218_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR
NEW POLICE STATION
345 E. GREEN ST.
BENSENVILLE, IL 60106

OWNER:
VILLAGE OF BENSENVILLE DOCUMENTS

DATED: FEBRUARY 18, 2013

FGM ARCHITECTS INC.
1211 WEST 22ND STREET, SUITE 705
OAK BROOK, ILLINOIS 60523

FGM JOB NO. 12-1498.02

©2013
Professional Design Firm #184-000350

BENSENVILLE POLICE HEADQUARTERS
REQUEST FOR PROPOSALS CONSTRUCTION
MANAGEMENT SERVICES TABLE OF
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BENSENVILLE POLICE HEADQUARTERS

INSTRUCTIONS FOR PROPOSALS CONSTRUCTION MANAGEMENT SERVICES FIRMS FEE PROPOSAL

FGM Project #12-1498.02

1. PURPOSE

The purpose of these proposals is to permit the Owner to evaluate Construction Management services firms' capabilities to undertake and complete the construction of the Village renovation. The owner intends to seek qualified Construction Management services firms to proceed to the oral interview stage. Upon completion of the interview stage, the owner intends to enter into contract negotiations with the firm deemed most qualified to successfully provide these services.

OWNER: Village of Bensenville
12 S. Center St.
Bensenville, IL 60106
Mark Rysavy
Assistant Director of Community
and Economic Development
Phone: 630.350.3396

ARCHITECT: FGM Architects
1211 W. 22nd St.
Suite 705
Oak Brook, IL 60523
Brian Wright
Project Manager
Phone: 630-574-8715

2. FACTORS CONSIDERED

Proposals shall be opened in private to avoid disclosure of proprietary or confidential information of competing submittals. A list of the names of those firms that have made submittals will be made available following the closing.

In order to provide a fair basis for determining the qualification of Construction Management services, the proposal response form contains questions related to the respondent's ability to perform and experience with the type of work to be bid; the organizational structure of the firm; contracts completed during the last five years; contracts currently under construction; contracts being bid; bankruptcy, claims, settlements, and suits; references; and financial information. A copy of the form is attached.

A Fee Proposal and General Conditions Form will be required to be submitted as part of the proposal. While these costs will be considered in the evaluation process, they will not be the sole determining factor.

Construction Management services firms will participate in a detailed oral interview to more fully discuss how their approach to this project satisfies the Owner's criteria and respond to any questions relative to their proposal.

3. APPLICATION

Proposal information must be submitted on or in the form provided by FGM Architects, Inc. Proposals shall be submitted in a labeled and sealed box or container. Label shall read as follows:

**Proposal for Construction Management Services
Village of Bensenville Police Station**

Deliver to:

Village of Bensenville

12 S. Center St.

Bensenville, IL, 60106

**Attn. Mark Rysavy– Assistant Director of
Community and Economic Development**

Due:

On or before 3:00 p.m.

On March 5, 2013

Submittals must be received on or before 3:00 p.m., March 5, 2013, at the Village of Bensenville. Late submittals will not be accepted.

Submittals shall be in the form of a binder and have five (5) total copies with original signatures on all. An additional copy shall be sent to Brian Wright at FGM Architects. The Village of Bensenville reserves the right to reject any and all submittals, to waive any informalities in the submittals received and to accept any submittal which the owner deems most favorable and in the best interest of the Village.

All questions on the overall project and/or requests for interpretation of any part of the submittal form should be directed to the Architect's office, Brian Wright (Phone: 630-574-8715).

All submittals shall become the property of the Village of Bensenville and may not be returned to the submitting Construction Management services firms.

All costs associated with the preparation of the proposal will be the full responsibility of the submitting Construction Management services firm.

Electronic versions of the Pre-Qualification Form in Microsoft Word format will be made available to the Construction Management firms upon request. Please send requests via e-mail to brianw@fgmarchitects.com.

4. FINANCIAL STATEMENT

Data submitted shall include a certified financial statement resulting from an audit of the Construction Management services firm's records in accordance with generally accepted auditing standards by a Certified Public Accountant licensed to do business in the state in which the Construction Management services firm's principal place of business is located. The audit of the financial

statement must have been conducted within the last fifteen (15) months. See Proposal Form for specific requirements.

5. SIZE OF PROJECTS COMPLETED

In order to qualify, the Construction Management services firm must have successfully completed or been actively engaged in at least two projects of construction of a similar nature, cost, and complexity, with a construction cost of \$10,000,000.00 or more, within the past three years.

6. OSHA

This work is to be in accordance with the Williams-Steiger Occupational Safety and Health Act of April 1990 and other Federal, State, and local rules and regulations. Any and all costs associated with any fines/penalties determined or imposed by the governmental agency will be the responsibility of the Construction Management services firm. No costs of any kind will be considered to be the responsibility of the Owner or Architect.

7. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

It is the strong preference of the Owner that the Construction Management services firm shall be responsible to purchase bonds covering 110% of the entire job cost, including all sub-contractors. Other suggestions for providing the Performance and Labor and Material Payment Bonds for the project may be considered.

8. INFORMATION ABOUT PROPOSAL PROCEDURES and FORMS

For additional information about the proposal procedures or the required forms, contact:

Brian Wright
FGM Architects, Inc.
1211 W. 22nd St., Suite 705
Oak Brook, IL 60523
Phone: 630.574.8715
Email: brianw@fgmarchitects.com

- A) The Owner wishes to retain the services of a Construction Manager for the project.
- B) All laborers and mechanics employed by the contractors and/or subcontractors for this project shall be paid wages at rates not less than those prevailing wages current at the time work is performed as determined by the Illinois Department of Labor (Dupage County). The letting of this contract is subject to Illinois Compiled Statutes 820 ILCS 130/1-12.
- C) The Construction Management services firm shall maintain a "full time" field supervisor on the site during any/all project progress. The supervisor shall not

- be changed unless approved by the Owner and Architect. The supervisor must demonstrate successful completion of a project of similar type and scope. Primary duties of the supervisor are to supervise and coordinate all aspects of the work. Supervisor must be present whenever any trade is working on the project.
- D) The Owner is not subject to the payment of Retailer's Occupational Tax or any other state sales or use taxes.
- E) Construction Management services firms qualifications will be considered based on the following criteria.
- Police experience.
 - Firm's overall qualifications with similar size and scope of work.
 - Project team's experience, qualifications and reputation.
 - Fees
 - Experience providing CM services in general and CM at Risk services in particular.
 - Performance of previous contracts.
 - Safety records including OSHA citations in the past three (3) years.
 - Abilities, staffing and skills.
 - Accuracy of budget and timely completion without delays and/or interference.
 - Compliance to Federal, State, and local construction codes and ordinances.
 - Bonding capabilities, financial resources.
 - Overall quality of firm's response to the proposal.
 - Oral presentation.
 - Response to interview questions.
 - Any other information required by the Owner to determine the most qualified Construction Management services firm.
- F) Construction Management services firm may be disqualified by, but not necessarily be limited to, the following factors:
- Late submittal.
 - Non-compliance to the requested information.
 - Incomplete submission and not signed or notarized.
 - Reasonable grounds or belief that falsification of sworn statements has been made.
 - Submission of more than one proposal, i.e. individual firm, joint venture, etc.
 - Submittal via fax, telegram, or orally.
 - Submittal prepared with other than ink or typewriter.
- G) Provide a project time schedule assuming an award of contract is made by April 2013.
- H) The Construction Management services firm's pre-construction basic scope of services are to include but not necessarily be limited to:
- Establish a guaranteed maximum price.
 - Establish detailed estimate.

Provide an integral part of the design approach.
Provide value engineering during the design phase.
Attend all design meetings with Owner and Architect.
Establish bidding procedures in conjunction with Owner and Architect.
Establish all scope of work bid packages for bidding.
Publish notice for pre-qualification of contractors.
Solicit a minimum of three (3) bids from pre-qualified subcontractors for all trades.
Conduct public bidding, open and record all bids from sub-bidders.
Evaluate all bids, prepare recommendation and make presentation to Owner.
Owner retains and reserves the right to approve and/or reject the CM recommendation of all sub-bidders contracts.

- I) The Construction Management services firm's basic scope of services are to include but not necessarily be limited to:
- Preconstruction services including cost estimating, scheduling, constructability reviews, and value engineering during the design phase.
 - Responsibility for all Construction Management services and general conditions services.
 - Estimating total project cost.
 - Scheduling entire project.
 - Administration/project coordination.
 - On site management.
- J) Interviews: The Village of Bensenville will conduct interviews March 20 – 22, 2013. The Village [Council Board](#) will be presented with staff's recommendation on April ~~28~~, 2013.
- K) Negotiations: Following interviews, the Village will rank the CM firms as needed to reflect any changes in ranking based on the results of the presentations and interviews. The Village will then contact the highest ranking firm and attempt to negotiate a contract for the services at a fair and reasonable compensation taking into consideration the project budget and the estimated value, scope, complexity and nature of the services to be rendered. Should negotiations with the highest ranked firm prove unsuccessful; the Village will terminate those negotiations and enter into negotiations with the next highest ranked firm.
- L) Following completion of successful negotiations, the Selection Committee will make recommendation to the Village Council for the award of a contract to the Construction Management firm.

9. IMPORTANT DATES

Proposal forms are due: on or before March 5, 2013, 3:00 p.m. at:

**Location: Village of Bensenville
12 S. Center St.
Bensenville, IL 60106**

**Attn. Mark Rysavy– Asst Director of Community and
Economic Development**

No late proposals will be accepted.

Interviews will be scheduled for March 20 – March 22, 2013.

10. COMPETITIVE BIDS

Construction Management services firm will be required to solicit competitive bids for all sub-trades via public notice and other methods; If the CM wishes to perform construction with their own forces, they must state their intention prior to the Notice To Bid and will be required to submit their bid for each trade separately and one (1) day (24 hours) in advance of the bid due date. Should Construction Management firms wish to submit multiple bids, then individual bids for each trade must be submitted. Multiple trade bids on one form will disqualify the submittal and the bid will be rejected.

11. FORM OF AGREEMENT

A. Construction Management services firms will be required to enter into a Standard Form of Agreement Between Owner and Construction Manager, A.I.A. A133/CMc (where Construction Manager is also the Constructor), including owner's modifications. Respondents are to use the format presented within the "Confidential Proposal Form" to make copies for submittal. The submittal shall consist of one (1) original and five (5) copies, but all must have original signatures.

B. All information, including the required fee proposal information, and material which a respondent wishes to include are to be bound in the submittal.

12. VILLAGE OF BENSENVILLE RIGHTS

The Village of Bensenville reserves the right to select the CM process that it judges best serves its interest. The Village reserves the right to reject any or all submittals and to waive any and all informalities or irregularities to any submittal when such is deemed by the Owner to be in the Owner's best interest.

BENSENVILLE POLICE HEADQUARTERS

SPECIAL INSTRUCTIONS

Project Description

The proposed new Bensenville Police Station will be located at 345 E. Green St., Bensenville, Illinois, 60106.

The current preliminary estimated cost of construction for the approximately 46,000 sq.ft. building is \$12,250,000.

The Construction Management services firm's responsibilities shall include providing all pre-construction and construction services necessary to the Project as will be defined within the construction documents. The Project will be designed to meet LEED Silver standards.

Agreement

Consideration is being given by the Owner to utilize a Standard Form of Agreement Between Owner and Construction Manager (where the Construction Manager is also the constructor) (A.I.A. Document A133/CMc) 2009 Edition with Owner's modifications.

General Conditions of the contract for construction of the project shall be A.I.A. Document A201, 2007 with modifications.

Owner Responsibilities & Cost

In addition to items listed as exclusions, the following items shall be excluded from the Construction Manager's fee:

Building permits and Village inspection fees excluding trade permits to be obtained directly by the Construction Management services firms and required by the Village.

Utility connection fees/charges.

Contractor Liability Insurance

C. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal: Statutory
(e.g. Longshoreman's)
- c. Employer's Liability: \$1,050,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages:
 - a. General Aggregate: \$2,000,000
 - b. Products – Completed Operations Aggregate \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage liability insurance will provide Explosion (X), Collapse (C), and Underground (U) coverages where applicable.
 - f. Excess or Umbrella Liability
 1. General Aggregate \$10,000,000
 2. Each Occurrence \$1,000,000
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Combined Single Limit of \$1,000,000
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:
 - Each Accident \$1,000,000
 - Annual Aggregate \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$1,000,000
5. Professional Liability – Errors and Omissions
 - a. Each Occurrence \$2,000,000
 - b. Annual Aggregate \$2,000,000

Evidence of Insurance

The Contractor will deliver to the Owner certificates of insurance and copies of all endorsements to the insurances policies, with the Village of Bensenville, its corporate authorities, elected officials, officers, employees and appointees named as an additional insured on all policies of insurance purchased and maintained by the Contractor.

**CONFIDENTIAL PROPOSAL FORM FOR
CONSTRUCTION MANAGEMENT SERVICES**

BENSENVILLE POLICE STATION

SUBMITTED TO: Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

Attention: Mark Rysavy
Assistant Director of Community and Economic
Development

NAME OF PROJECT: Bensenville Police Station

QUALIFICATION
PROPOSAL FOR: Construction Management Services

Submitted by: _____
(Name of Organization)

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____

Contact: _____

Email: _____

1. Type of Firm:

- A. Corporation _____
- B. Partnership _____
- C. Sole Proprietorship _____
- D. Other _____

2. If the organization is a corporation, provide:

State of Incorporation: _____

Date of Incorporation: _____

Name and address of registered agent: _____

3. If the organization is a foreign corporation (i.e., not incorporated in Illinois), is it authorized to do business in Illinois?

Yes_____

No_____

4. How many years has your organization been in business as a Construction Management services firm under your present name?_____

Include any ownership changes that have occurred in the last five (5) years.

5. Officers, Partners, or Owners and Construction Experience:

Name	experience	Title	Years of in classification of work listed:
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

6. Classification of work within own forces, (list all trades) if any.

7. Number of personnel in organization:

a. Administrative	_____
b. Engineering	_____
c. Office	_____
d. Shop	_____
e. Field	_____
f. Other	_____

Submit an organizational chart.

8. Describe any business or professional licenses held by the organization and/or its employees allowing them to do business in Illinois.

9. Is the partnership general or limited?_____ Explain fully:

10. If the organization is not a corporation and does business under a name other than the real name or names of persons conducting the business, is it registered with the County Clerk in accordance with the Assumed Business Name Act?

Yes_____ No_____

11. Is the organization in any way an outgrowth, result, continuation or reorganization of a former business?

Yes_____ No_____

If yes, give name and address of each predecessor business and the date of the change in entity.

12. Do the Owners, Partners or Principals have any interests or holdings in any other companies conducting business in the fields of Construction, Architecture, Cost Estimating, Construction Management, Engineering, or similar endeavors.

Yes_____ No_____

If yes, give name of business, type of business, and name of person with interest or holdings.

13. Is the organization delinquent in the payment of any tax administered by the Illinois Department of Revenue?

Yes_____ No_____

| Is your organization ~~is~~ contesting such payment in accordance with the procedures established by the appropriate Revenue Act?

Yes_____ No_____

14. Has the organization ever sought protection under bankruptcy or receivership laws?

Yes_____ No_____

If yes, when and explain fully:

15. Has your organization, or any principal, ever failed to complete any work awarded to you?

Yes_____ No_____

If yes, explain when, where, and what were the circumstances.

16. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract?

Yes _____ No _____

If yes, state name of individual, other organization and reason.

17. What percentage of your total institutional/municipal workload has been performed in the following manner in the past five (5) years?

a. Construction Management Services

_____ %

b. Construction Management services at Risk (with G.M.P.)

_____ %

c. Lump Sum Bid

_____ %

d. Other

_____ %

18. On a separate sheet, list name of projects, owners, architects, contract amounts, percent complete, and scheduled completion of the major construction projects your organization has currently in progress. What percentage of your organization's resources is committed to these projects?
19. On separate sheets, list the Police projects and other local municipal projects your organization has completed in the past five (5) years. This list shall include the name of the project, owner, architect, brief written description of the project, size of project in square feet, initial contract amount or G.M.P. vs. final contract amount, date of actual completion vs. date of contracted completion, total duration of the project, type of contract, and percentage of the cost of the work performed with your own forces. In addition, describe extra costs and reason for extra costs incurred to the owner. List names for your Project Team; including but not limited to Principal in Charge, Project Manager, Estimator, and Field Superintendent. Provide phone numbers of appropriate job reference individuals from the Owner, and Architect.
20. On separate sheets, list up to (5) major non-Police buildings your organization has completed in the past five (5) years. Please limit this list to those projects of a similar size, scope, complexity and value to this project. Include history of working with difficult site logistics, familiarity with the general area. This list shall include the name of the project, owner, architect, brief written description of the project, size of project in square feet, initial contract amount or G.M.P. vs. final contract amount, date of actual completion vs. date of contracted completion, total duration of the project, type of contract, and percentage of the cost of the work performed with your own forces. In addition, describe extra costs and reason for extra costs incurred to the owner. List names for your Project Team; including but not limited to Principal in Charge, Project Manager, Estimator, and Field Superintendent. Provide phone numbers of appropriate job reference individuals from the Owner, and Architect.

21. The form of agreement will be the American Institute of Architects Document A133/CMc "Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor", 1991 edition, with modifications. Contract requirements include the CM soliciting competitive bids for all sub-trades, via public notice and other methods. Should the CM wish to perform construction with their own forces, they must state their intentions prior to the Notice To Bid and will be required to submit their bid for those trades 1 day (24 hours) in advance of the bid closing date. As the CM, are you willing to abide by this requirement?

Yes _____ No _____ If No, state your reasons why or potential suggestions.

22. Has your firm, or any predecessor or principal for the firm, been named in any litigation, arbitration claim, mediation, or other settlement agreement in conjunction with past or present job performance?

Yes _____ No _____

If yes, state reasons.

23. Provide a resume for each individual likely to be involved in this project. Field Superintendent must be included. For each individual on the Project Team provide a list of the projects they are currently involved in, include an Owners reference contact and phone number for each. For each individual on the Project Team provide a list of the Police projects they have been or are currently involved in, include an Owners reference contact and phone number for each.

24. List current projects for which your firm is a candidate for contract award:

25. Name of Bonding Company and name and address of Agent:

a. State the number of years the bonding company has been of service to your organization.

b. State your total bonding capacity \$ _____

c. State your total current available bonding capacity. \$ _____

26. Describe your firm's policy in requiring bonding of sub-contractors.

27. Describe your firm's policy with respect to union labor on your projects.
28. Outline your pre-construction services. Identify the intervals and at which stages budgets will be prepared. Include a sample of the firm's estimate for each stage. How will accuracy of your budgets and cost estimates be determined?
29. A guaranteed maximum price (GMP) will be required at the time of completion of final construction documents. Describe your firm's capabilities to perform this service and at what percentage of documentation completion the GMP is typically established.
30. Attach a copy of the most recent audited financial statement (must be within the last fifteen months) including an income statement and balance sheet, which must contain the following information:
 - a. Current assets: Net fixed assets and other assets; cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses.
 - b. Current liabilities: Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes and other liabilities. Capital: capital stock, authorized and outstanding shares per values, earned surplus.
 - c. Date of statement or balance sheet.
 - d. Name, address, and phone number of Certified Public Accountant/firm and name of principal accountant preparing the statements.
31. Describe your previous and/or current work history for projects located in Dupage County and/or the Village of Bensenville.

I, _____, being duly sworn, deposes and says that he/she is the _____ of _____, Construction Management services firm(s), and the answers to the foregoing questions and all statements therein contained are true and correct. He/she has examined and carefully prepared this proposal based upon the pre-qualification documents and all issued addenda and have checked the same in detail prior to submittal. I have full authority to make statements and submit this proposal on this firm's behalf.

Name or Organization: _____

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____ 2013.

Notary Public: _____

Notary Stamp:

Dated this _____ day of _____, 2013.

Pursuant to information for proposers for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is for confidential use only to assist in determining the qualifications of their organization to perform the type and magnitude of work included; and further, guarantee that truth and accuracy of all statements herein made. We will accept your determination of qualifications sub-contractor, supplier, or any other persons, firms, or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Each prospective Construction Management services firm making a proposal for Construction Management services agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in conjunction with the administration, evaluation, or recommendation of any submittal.

Name of Organization _____

By _____ Title _____

Date _____

Attested to by _____ Title _____

BENSENVILLE POLICE STATION

CONSTRUCTION MANAGEMENT SERVICES FIRM CERTIFICATION

STATE OF _____)

COUNTY OF _____)

_____, As part of its proposal for Construction Management services for the Bensenville Police Station, hereby certifies that said Construction Management services firm is not barred from executing said contract as a result of a violation of Illinois Compiled Statutes, 2002: ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5-33E-8.

Signed: _____
(Signature of Authorized Officer)

Print Name of Signatory: _____

As Its: _____
(Title of Signatory)

Dated: _____, 2013.

Subscribed and sworn to before me by:

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that (s)he is authorized to act on behalf of Construction Management services firm, and the (s)he executed the foregoing certificate as his/her free act and deed and as the act and deed of Construction Management services firm.

Dated: _____

(Notary Public)

(Notary Seal)

Illinois Compiled Statutes, 2002: ARTICLE 33E. PUBLIC CONTRACTS, 720 ILCS 5/33E-1, 5/33E-3, 5/33E-4, 5/33E-7, 5/33E-8:

§33E-1. Interference with Public Contracting: It is the finding of the General Assembly that the cost the public is increased and the quality of goods, services and construction paid for by public monies is decreased when contracts for such goods, services or construction are obtained by any means other than through independent

noncollusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria publicly announced in advance.

§33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of the contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and; (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

§33E-4. Bid Rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

§33E-7. Kickbacks: (a) A person violates this Section when he knowingly either: (1) provides, attempts to provide or offers to provide any kickback; (2) solicits, accepts or attempts to accept any kickback; or (3) includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.

(b) Any person violates this section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.

(c) A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class

4 felony.

(d) Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

§33E-8. Bribery: Bribery of inspector employed by contractor. (a) A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.

(b) Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

Illinois Compiled Statutes. 2002: DIVISION 42.1 PUBLIC CONTRACTS 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.

§11-42.1-1. (a) Except as provided otherwise in this Section, a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Before awarding a contract, the municipality shall obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action. A municipality may not regulate contracts with individuals or entities that are delinquent in payment of such taxes in a manner inconsistent with the Section. This Section is a limitation under subsection (i) of Section 6 of Article VII of the Illinois Constitution on the concurrent exercise by home rule municipalities of powers and functions exercised by the State.

(b) For purposes of this Section, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement required by subsection (a) shall state those facts.

(c) Notwithstanding the provisions of subsection (a), a municipality may enter into a contract with an individual or other entity that is delinquent in the payment of a tax if the contracting authority for the municipality determines that:

- (1) The contract is for goods or services vital to the public health, safety or welfare; and
- (2) The municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

BENSENVILLE POLICE STATION

SC-19 Equal Employment Opportunity Clause

19.01 Equal Employment Opportunity

A. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by the statute or regulation. During the performance of this Contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department

for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with all provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Construction Management services firm further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

Construction Management services firm: _____
(Print Name of Construction Management services firm)

Signed: _____
(Signature of Authorized Officer)

Print Name of Signatory: _____

As Its: _____

Dated: _____, 2013.

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that (s)he is authorized on behalf of Construction Management services firm, and the (s)he executed the foregoing certificate as his/her free act and deed and as the act and deed of Construction Management services firm.

Dated: _____

(Notary Seal)

(Notary Public)

BENSENVILLE POLICE STATION

CONSTRUCTION MANAGEMENT SERVICES FIRM CERTIFICATION

STATE OF (_____)

COUNTY OF (_____)

_____, As part of its proposal for Construction Management services for the Bensenville Police Station, hereby certifies that said Construction Management services firm is not delinquent in the payment of any tax administered by the Illinois Department of Revenue (unless the firm is contesting its liability for such tax in accordance with the appropriate procedures), pursuant to Illinois Compiled Statutes, 2002: division 42.1 PUBLIC CONTRACTS, 65 ILCS 5/11-42.1-1 Delinquent Taxpayers.

Signed: _____
(Signature of Authorized Officer)

Printed Name of Signatory: _____

As Its: _____
(Title of Signatory)

Dated: _____, 2013.

Subscribed and sworn to before me by:

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that (s)he is authorized to act on behalf of Construction Management services firm, and the (s)he executed the foregoing certificate as his/her free act and deed and as the act and deed of Construction Management services firm.

Dated: _____

(Notary Public)

(Notary Seal)

BENSENVILLE POLICE HEADQUARTERS

FEE PROPOSAL FORM CONSTRUCTION MANAGEMENT SERVICES FIRMS

Based upon the written submissions, the interview, and any supplementary information submitted in response to the Village's request, and based upon such independent investigation (e.g. discussions with previous clients) as the Village determines to be necessary and desirable to assist in evaluating a firm's qualifications; the Village will rank the finalists in the order of their qualifications for the Project. While the fees will be considered, they will not be sole determining factor in the rankings.

The Village will then contact the highest ranking firm and attempt to negotiate a contract for the services at a fair and reasonable compensation taking into consideration the project budget and the estimated value, scope, complexity and nature of the services to be rendered. Should negotiations with the highest ranked firm prove unsuccessful; the Village will terminate those negotiations and enter into negotiations with the next highest ranked firm.

Following completion of successful negotiations, the Village Council will award the contract to the successful Construction Management firm.

PROVIDE FEE INFORMATION AS FOLLOWS:

A. Provide proposed fee for Construction Management services to be provided totally for a complete project:_____ %.

B. State the cost **included** in the fee for pre-construction services prior to the establishment of the GMP (at 100% Construction Documents). \$ _____

C. Provide proposed anticipated budget cost for reimbursable items listed by completing the General Conditions Form. No other indirect costs will be considered for reimbursement after award of this work.

D. Consideration: All subcontracts will be required to public bid.

E. Change Order (Percentage of overhead and profit for Change Order requests)
% _____

F. Bond rate. % _____ based on current estimated cost of construction of \$12,250,000.

G. In the event of cost of work plus the contractor's fee is less than the guaranteed maximum price; the undersigned agrees to return all savings to the Owner.

Yes _____

No _____

If no, why not?

H. Indicate the overhead mark-up on any work your own forces will consider performing excluding General Conditions. List which trades/work will be considered to be performed by your own forces.

I. Provide mark-up for fee and General Conditions on any changes in the work after the establishment of the guaranteed maximum price.

	<u>Add</u>	<u>Deduct</u>
General Conditions	\$ _____	\$ _____
C.M. Fee	\$ _____	\$ _____

J. State the cost for a 110% Performance Bond based on \$12,250,000 contract value:

K. Construction Management services firm is invited to add any additional items that would be customarily considered as required on this project.

L. C.M. agrees to bidding conditions for work being performed by their own forces as stated in the Instructions for Proposals for Construction Management Services Firm.

M. Provide name, signature, and title of individual who has prepared the "fee schedule" and does the firm hereby agree to enter into a contract, if offered, that reflects the above statement?

M _____, being duly sworn, deposes and says that he/she is the _____ of _____, Construction Management services firm(s), and the answers to the foregoing questions and all statements therein contained are true and correct. He/she has examined and carefully prepared this proposal based upon the pre-qualification documents and all issued addenda and have checked the same in detail prior to submittal. I have full authority to make statements and submit this proposal on this firm's behalf.

Name or Organization: _____

By: _____

Title: _____

Subscribed and sworn before me this _____ day of _____ 2013.

Notary Public: _____

Notary Stamp:

Dated this _____ day of _____, 2013.

Pursuant to information for prospective bidders for above mentioned proposed project, the undersigned is submitting the information as required with the understanding that it

is for your confidential use only to assist in determining the qualifications of their organization to perform the type and magnitude of work included; and further, guarantee that truth and accuracy of all statements herein made. We will accept your determination of qualifications sub-contractor, supplier, or any other persons, firms, or corporations with whom we have done business, or who have extended any credit to us are hereby authorized to furnish you with any information you may request concerning our organization including, but not limited to, information concerning performance on previous work or credit standing with any of them. We hereby release any and all such parties from any legal responsibility whatsoever of having furnished such information to you.

Each prospective Construction Management services firm making a proposal for Construction Management services agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in conjunction with the administration, evaluation, or recommendation of any submittal.

Name of Organization _____

By _____

Title _____

Date _____

Attested to be _____

Title _____

The Village reserves the right to select the CM process that it judges best serves its interest. The Village reserves the right to reject any or all submittals and to waive any and all informalities or irregularities to any submittal when such is deemed by the Village to be in the Village's best interest.

BENSENVILLE POLICE STATION

GENERAL CONDITIONS FORM

The following list represents items to be categorized as General Conditions, and are not to be included as part of the proposed fee. This list is intended for evaluation purposes. During negotiations with the selected Construction Manager, certain items may be negotiated into the base fee. Provide an estimate for each item, and indicate whether or not the work will be performed by your own forces, or assigned to a subcontractor. For the General Conditions, assume a 14 month construction and a three month construction closeout duration.

All other indirect costs are to be included as a part of the base fee, no other indirect costs will be considered for reimbursement after award of this work.

General Conditions shall minimally include all labor, materials, equipment and incidentals:

<u>Item</u>	<u>Cost</u>	<u>By</u> <u>CM</u>	<u>By</u> <u>SC</u>
Full time on-site Superintendent (Note: Include Project Manager costs in basic services fee), includes field office	\$_____	☐	☐
Telephone/fax/copy machine, including service and equipment.	\$_____	☐	☐
Temporary Power	\$_____	☐	☐
Construction testing	\$_____	☐	☐
Survey layout (site, building, partition and spotted foundation)	\$_____	☐	☐
Street cleaning	\$_____	☐	☐
Tree protection	\$_____	☐	☐
In progress clean-up	\$_____	☐	☐
Final clean-up	\$_____	☐	☐
Clean glass and all mirrors	\$_____	☐	☐
First aid and fire extinguishers	\$_____	☐	☐
Dumpsters	\$_____	☐	☐
Temporary project sign (4'x8' code permitting), including permits	\$_____	☐	☐

Postage and messenger service	\$ _____	☐	☐
Reproduction costs during construction	\$ _____	☐	☐
Safety and OSHA	\$ _____	☐	☐
Coordination of utility locates	\$ _____	☐	☐
Temporary Signage for redirection of lobby entrance	\$ _____	☐	☐
Bi-weekly construction progress photos	\$ _____	☐	☐
Temporary Job site toilets	\$ _____	☐	☐
Insurance (include in fee proposal, do not include here)	\$ <u>included in fee</u>	☐	☐
Allowance for additional services such as the owner may require.	\$ _____	☐	☐
Winter Conditions	\$ _____	☐	☐
Dust Protection / Partitions	\$ _____	☐	☐
TOTAL			
List any additional items that may or may not be required:	\$ _____	☐	☐

AMENDMENT NO. 1

AMENDMENT TO THE STANDARD
FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER
(AIA Document A133-CMC-2009 and AGC Document 565)

THIS AMENDMENT made this ____ day of _____, 2013, between the Village of Bensenville, Illinois ("Owner") and _____ (Construction Manager) to the Standard Form of Agreement Between Owner and Construction Manager, (AIA Document A133-CMC-2009 and AGC Document 565) where the Construction Manager is also the Constructor dated _____ 2013, for the New Police Station.

WHEREAS, the Owner and Construction Manager desire to enter into a certain agreement dated _____, 2013, ("Agreement");

WHEREAS, the Owner and the Construction Manager desire to modify and amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that the Agreement is amended as follows:

Article 1

- 1.3 The Construction Manager shall certify that the Construction Manager, its shareholders holding more than five percent (5%) of the outstanding shares of the Construction Manager, its officers and directors are:
 - 1.3.1 not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - 1.3.2 not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - 1.3.3 not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - 1.3.4 in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.)
 - 1.3.5 in compliance with equal employment opportunities and that during the performance of the Agreement, the Construction Manager shall:

- 1.3.5.1 Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 1.3.5.2 If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 1.3.5.3 In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 1.3.5.4 Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly so notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 1.3.5.5 Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 1.3.5.6 Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 1.3.5.7 Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or

national origin because of habit, local custom, or otherwise.

- 1.3.6 in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- 1.3.7 in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Construction Manager may be declared ineligible for future contracts with the Owner, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- 1.3.8 in compliance with 30 ILCS 580/1 *et. seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - 1.3.8.1 Publishing a statement:
 - 1.3.8.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace.
 - 1.3.8.1.2 Specifying the actions that will be taken against employees for violations of such prohibition.
 - 1.3.8.1.3 Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - 1.3.8.1.3.1 abide by the terms of the statement; and
 - 1.3.8.1.3.2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 1.3.8.2 Establishing a drug-free awareness program to inform employees about:
 - 1.3.8.2.1 the dangers of drug abuse in the workplace;
 - 1.3.8.2.2 the Construction Manager's policy of maintaining a drug-free workplace;
 - 1.3.8.2.3 any available drug counseling, rehabilitation, and employee assistance program; and
 - 1.3.8.2.4 the penalties that may be imposed upon employees for drug violations.
 - 1.3.8.3 Making it a requirement to give a copy of the statement required by subparagraph 1.3.8.1 to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace.
 - 1.3.8.4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 1.3.8.1.3.2 from any employee or otherwise receiving actual notice of such conviction.

- 1.3.8.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- 1.3.8.6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 1.3.8.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 1.3.9 not in violation of Title 1, Chapter 13, Section 3 of the Village bylaws by the Construction Manager having given to any officer, employee, spouse of or immediate family member living with any officer or employee of the Owner any gift except as otherwise permitted therein.

Article 2

- 2.1.2.1 The Construction Manager will advise the Owner as to the types of surveys, structural, mechanical, chemical, air and water pollution, hazardous materials and other laboratory and environmental tests, inspections and reports that should be procured and will assist the Owner in procuring them. The Construction Manager will be responsible for locating existing utilities including compliance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 et. seq.).
- 2.1.3 The following language is added as subsection 2.1.3:
 - The preliminary project schedule shall be displayed in a graphic and easily understandable manner, the format of which is subject to approval by the Owner. The preliminary project schedule shall be updated, in writing, no less than one time per month.
- 2.1.5.5 Subsection 2.1.5.5 is added to read as follows:
 - The format of the cost estimates called for under this Article 2.1.5.5 shall be arranged by categories of work in such a manner as to be easily understood. All allowances shall be clearly designated as such. Construction Manager represents to Owner that all items displayed on preliminary cost estimates have been developed and checked by qualified professional estimators.
- 2.1.6.1 The Construction Manager shall insure that all Trade Contracts conform to the form Trade Contract approved by the Owner and which will provide for among other things, the following:
 - .1 payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.);
 - .2 employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 et. seq.);

- .3 employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et. seq.);
- .4 a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 et. seq.);
- .5 certification that the Trade Contractor is not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- .6 certification that the Trade Contractor is not delinquent in the payment of taxes in accordance with 65 ILCS 5/11-42.1-1;
- .7 equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) including a certification that the Trade Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring written sexual harassment policies; and
- .8 performance and labor and material payment bonds in accordance with 30 ILCS 550/0.01 et. seq.

2.1.6.2 Unless waived in writing by the Owner, all bids for trade contracts (subcontractors) shall be advertised, received and opened in compliance with 65 ILCS 5/8-9-1.

Forms of the Invitation to Bid, Instructions to Bidders and Bid Form are included with these Supplementary General Conditions.

The Construction Manager shall not perform any work other than Construction Management, with its own forces, unless (1) the work has been first advertised and competitive bids received and opened in compliance with 65 ILCS 5/8-9-1 and (2) the Construction Manager is the lowest responsible bidder or this requirement is waived in writing by the Owner.

2.1.9.1 Equal Employment Opportunity

In the event of non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, a Construction Manager may be declared ineligible for future Contracts or subcontracts with the Owner, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- .3 That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- .4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- .7 That it will include verbatim or by reference provisions of this

clause, in every Trade Contract it awards under which any portion of the contract obligations are undertaken or assumed, so that such or provisions of this Contract will be binding upon such Trade Contractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by such Trade Contractor; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any Trade Contractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any Trade Contractor declared by the Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

- 2.1.9.2 The Construction Manager shall not maintain or provide for his employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Construction Manager shall (except where he has obtained identical certifications from proposed Trade Contractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of Trade Contracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.
- 2.1.9.3 The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105 (A)(4).
- 2.1.10 The Construction Manager shall provide a drug-free workplace by:
- 2.1.10.1 Publishing a statement:
- .1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
 - .2 Specifying the actions that will be taken against employees for violations of such prohibition.
 - .3 Notifying the employee that, as a condition of employment on such contract, the employee will:
 - (a) abide by the terms of the statement; and

- (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2.1.11 Establishing a drug-free awareness program to inform employees about:

- .1 the dangers of drug abuse in the workplace;
- .2 the Contractor's policy of maintaining a drug-free workplace;
- .3 any available drug counseling, rehabilitation, and employee assistance program; and
- .4 the penalties that may be imposed upon employees for drug violations.

2.1.12 Making it a requirement to give a copy of the statement required by Subparagraph 2.1.10.1 to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace.

2.1.13 Notifying the Owner within ten (10) days after receiving notice under Subparagraph 2.1.10.3(b) from an employee or otherwise receiving actual notice of such conviction.

2.1.14 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.

2.1.15 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.

2.1.16 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.1.17 Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

- .1 Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager and all Trade Contractors shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.
- .2 Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type

of work involved, if so certified by the Construction Manager and approved by the Architect. The Construction Manager may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during periods of excessive unemployment.

.3 This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

2.3.2.6.1 Monthly reports shall be supplemented with photographs depicting the progress of the work during the month.

2.3.2.8 The Construction Manager shall:

.1 Maintain competent personnel at the Project Site to coordinate and provide general direction of the Work and progress of the Subcontractors.

.2 Establish on site organization and lines of authority in order to carry out the overall plans of the Construction Team.

Article 3

3.1.2 Subsection 3.1.2 is deleted.

3.2.1 The Owner's representative shall have with limited authority to bind the Owner to all matters requiring the Owner's approval or authorization. Authority to authorize work or approve changes which do not increase the Contract Sum or which increase the Contract Sum by not more than \$~~10,02,500~~ may be exercised by written Change Order of the Owner.

Authority to increase the Contract Sum in all other instances or to extend the Contract Time may only be exercised by written Change Order signed by the Board President and authorized by a due and proper vote of the Trustees.

The Construction Manager shall not have authority to increase the Contract Sum or to extend the Contract Time.

3.4 The first sentence of Article 3.4 is deleted.

3.4.1 The Construction Manager is advised that the Construction Documents setting forth the requirements for construction of the Project must in all respects comply with all statutes, regulations and codes of all governmental bodies having jurisdiction over the Project.

Article 4

4.2.2 Delete this section and replace as follows:

Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et. seq.)

Article 6

6.2.1.10 The cost of the work shall include the electronic security system (Division 13).

6.2.2 No charge will be allowed for taxes from which the Owner is exempt. The Owner is not liable for the Illinois Retailer's Occupation Tax, the Service Occupation Tax, or the Service Use Tax. The Owner is also exempt from Federal Excise and Transportation Tax.

Article 7

7.1.4.1 A Sworn Contractor's Statement setting forth all contracts and materialmen with whom the Construction Manager has contracted, the amounts of said contracts, the amounts being requested and balances due along with subcontractor's Sworn Statements, together with properly completed and executed waivers of lien from the contractor, subcontractor and materialmen, waiving all lien rights to and including the amount for which payment is requested, shall accompany each Application for Payment to cover the full amount of the requested payment to the Construction Manager and the previous payment to the subcontractors and materialmen.

Final waivers of lien from the Construction Manager and from all subcontractors and materialmen who have not theretofore tendered final waivers of lien shall accompany the Final Estimate for Payment to cover the full amount of payment to contractor and the previous and final payment to subcontractors and materialmen.

7.1.10 The words "The Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and" are stricken from subsection 7.1.10 and the work "it" is added after the words "In taking action on the Construction Manager's Applications for Payment".

7.1.11 The Owner may disapprove from payment to the contractor such an amount or amounts, in addition to the retained percentages, as may be necessary to cover:

- (a) payments that may be earned or due for just claims for labor or materials furnished in and about the work;
- (b) defective work not remedied or work has been damaged requiring correction or replacement;
- (c) failure of the Construction Manager to make proper payments to a subcontractor or material supplier;

- (d) failure to support an Application for Payment with properly completed or executed contractor's affidavit or waivers of lien;
- (e) reasonable doubt that the work can be completed for the balance then unpaid;
- (f) a reduction in the Guaranteed Maximum Price by written amendment or change order.

Should the Owner disapprove of one or more pay items, it shall advise the Architect in writing of the pay items disapproved and the reasons for disapproval.

Article 8

8.1.4.1 Property Insurance:

The Construction Manager shall provide Builders Risk Insurance with a limit not less than the Cost of Construction.

8.1.5 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- .1 Insurance Services Office Commercial General Liability occurrence from CG 0001 (Ed. 11/85); and Owners and Contractors Protective Liability policy with the municipality stated as named insured; and
- .2 Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
- .3 Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

8.1.6 Minimum Limits of Insurance

Construction Manager shall maintain limits no less than:

- .1 Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate shall be no less than \$5,000,000 per person per aggregate. Owners and Contractors Protective Liability: \$2,000,000 combined single limit per occurrence.
- .2 Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- .3 Worker's Compensation and Employers' Liability: Worker's Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$500,000 per accident.

8.1.7 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

8.1.8 Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

.1 Commercial General Liability, Owners and Contractors Protective Liability and Automobile Liability Coverage

- a. The Owner, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Construction Manager as well as materials, and equipment procured, owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limits on the scope of the protection afforded to the Owner, its officials, employees or volunteers.
- b. The Construction Manager's insurance coverage shall be primary insurance as respects the Owner, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officials, employees or volunteers shall be excess of Construction Manager's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officials, employees or volunteers.
- d. Coverage shall state that the Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits or the insurer's liability.

.2 Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights or subrogation against the Owner, its officials, employees or volunteers for losses arising from work performed by the Construction Manager for the Owner.

.3 All Coverages

Each insurance policy required by this clause shall be endorsed to

state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the Owner.

8.1.9 Acceptability of Insurers

The insurance carrier used by the Construction Manager shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

The Construction Manager shall furnish the Owner with certificates of insurance and copies of all policies of insurance naming the Owner, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the municipality and are to be received and approved by the municipality before any work commences. The Owner reserves the right to request full certified copies of the insurance policies.

8.1.10 Indemnity Hold Harmless Provisions

To the fullest extent permitted by law, the Construction Manager hereby agrees to defend, indemnify and hold harmless the Owner, its officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Owner, its agents, officials, employees and volunteers, arising in consequence of the negligent or willful performance of this work by the Construction Manager, its employees, or subcontractors, or which may in anyway result therefore. The Construction Manager shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the Owner, its officials, agents, employees and volunteers, in any such action, the Construction Manager shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall require the Construction Manager to indemnify the Owner for the negligence or willful act of the Owner, its officials, employees, volunteers or others.

8.3.3 All surety companies and other signers shall waive their right of notification by the Owner of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its authorized employees or agents under the terms of this Contract. The waiver by the surety companies and other signers shall in no way relieve the surety companies and other signers of their obligations under this Contract.

8.3.4 If the Surety on any bond furnished is declared bankrupt, or becomes

insolvent, or its right to do business if terminated in any state where any part of the Project is located, or it ceases to meet the requirements herein, Construction Manager shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to Owner.

- 8.3.5 All bonds shall be executed by such sureties as are licensed to transact business in Illinois named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptance Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. The date of the bonds must not be prior to the date of the Contract. If the bonds are executed by an out-of-state agent, it shall be counter-signed by a resident agent licensed in Illinois and evidence of being so licensed shall be furnished.

Article 9

- 9.1.2 Subsection 9.1.2 is added to read as follows:

The Architect and its consultants shall, upon written demand of owner or Construction Manager, join in, participate in, and be bound by any arbitration proceeding conducted under this Article.

- 9.1.3 Subsection 9.1.3 is added to read as follows:

If any party, after due notice by certified mail, fails to appear at or participate in an arbitration proceeding, the arbitrators will make their award based on evidence introduced by the party or parties who do appear and participate. The arbitrators shall determine the scope of issues to be arbitrated. Arbitration under this article shall be a condition precedent to any action at law.

Article 10

- 10.4 Upon the occurrence of any one or more of the following events, the Owner may after giving the Construction Manager written notice, without cause and without prejudice to any other right or remedy, elect to terminate the Construction Manager.

(a) If the Construction Manager commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the Construction Manager takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

(b) If a petition is filed against the Construction Manager under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Construction Manager under any other

federal or state law in effect at the time relating to bankruptcy or insolvency;

(c) If the Construction Manager makes a general assignment for the benefit of creditors;

(d) If a trustee, receiver, custodian or agent of the Construction Manager is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Construction Manager is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Construction Manager's creditors;

(e) If the Construction Manager admits in writing an inability to pay its debts generally as they become due;

In such case, the Construction Manager shall be paid for its Contract Amount and any expense sustained, less all costs incurred by the Owner to have the services performed which were to have been performed by the Construction Manager.

CONSTRUCTION MANAGER'S CERTIFICATION

The assurances hereinafter made by the Construction Manger are each a material representation of fact upon which reliance is placed by the Owner in entering into the contract with the Construction Manger. The Owner may terminate the contract if it is later determined that the Construction Manger rendered a false or erroneous assurance, and the surety, providing the performance bond shall be responsible for the completion of the contract.

I, _____, hereby certify that I am the _____,
(Name of Person Certifying) (Office of
Person Certifying)
of _____, and as such hereby represent and warrant to the
(Name of Contractor)

Owner, a unit of local government that the Construction Manger, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
3. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
4. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et.seq.)

5. in compliance with equal employment opportunities and that during the performance of the Agreement, the Construction Manager shall:
 - 5.1 Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 5.2 If it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 5.3 In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - 5.4 Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly so notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - 5.5 Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - 5.6 Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - 5.7 Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas,

time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

6. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
7. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the Construction Manager may be declared ineligible for future contracts with the Owner, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
8. in compliance with 30 ILCS 580/1 *et. seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - 8.1 Publishing a statement:
 - 8.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace.
 - 8.1.2 Specifying the actions that will be taken against employees for violations of such prohibition.
 - 8.1.3 Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - 8.1.3.1 abide by the terms of the statement; and
 - 8.1.3.2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 8.2 Establishing a drug-free awareness program to inform employees about:
 - 8.2.1 the dangers of drug abuse in the workplace;
 - 8.2.2 the Construction Manager's policy of maintaining a drug-free workplace;
 - 8.2.3 any available drug counseling, rehabilitation, and employee assistance program; and
 - 8.2.4 the penalties that may be imposed upon employees for drug violations.
 - 8.3 Making it a requirement to give a copy of the statement required by subparagraph 8.1 to each employee engaged in the performance of the Agreement, and to post the statement in a prominent place in the

workplace.

- 8.4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 8.1.3.2 from any employee or otherwise receiving actual notice of such conviction.
- 8.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
- 8.6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 8.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 9. not in violation of Title 1, Chapter 13, Section 3 of the Village of Bensenville Code by the Construction Manager having given to any officer, employee, spouse of or immediate family member living with any officer or employee of the Owner any gift except as otherwise permitted therein.

If any certification made by the Contractor or term or condition in this contract changes, the Construction Manager shall notify the Owner in writing within seven (7) days.

Dated: _____

CONSTRUCTION MANAGER: _____

By: _____
(Authorized Agent of CONSTRUCTION
MANAGER)

Title: _____

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____
(Name of Signatory)

(Office)

of the Construction Manager, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated : _____
Notary Public

GENERAL CONDITIONS

AIA Document A201/TM 2007 Edition will be used as the General Conditions of the Project. The General Conditions will be modified by Supplementary General Conditions to be incorporated at the time bid documents are prepared.

OWNER:

CONSTRUCTION MANAGER:

VILLAGE OF BENSENVILLE

By: _____
President

By: _____
President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

**VILLAGE OF BENSENVILLE
NEW POLICE STATION
CM SELECTION**

Construction Manager Short List Selection Criteria

Listed in order of importance. Scoring is on a scale from 1 to 5, with 5 being the best.

Sum of each criteria will be added and top scoring firms will be short listed.

Number of short listed firms is at committee's discretion.

Criterion #1

Experience with Police projects

Score _____

Criterion #2

Experience with complex buildings

Score _____

Criterion #3

Quality of Pre-Construction Services/Cost Estimating/GMP Performance/Timing

Score _____

Quantity of Pre-Construction Services (How many services they will provide)

Criterion #4

Confidence in Project Manager and Superintendent

Score _____

Criterion #5

Experience of selected personnel, Workload availability of personnel to this project Score _____

Criterion #6

On-Time/On-Budget Performance

Score _____

Criterion #7

Subjective/Gut Feel

Score _____

TOTAL

Score _____

Village of Bensenville New Police Station CM Selection Tabulation Form FGM# 12-1498.02 March 13, 2013						
Construction Manager	Rysavy	Caracci	DiSanto	Viger	Total	Average Overall Score
Lamp	28.5	20.0	19.5	23.0	91.0	22.8
Camosy	32.5	29.0	26.5	27.0	115.0	28.8
Riley	32.0	29.0	31.0	26.0	118.0	29.5
Leopardo	30.0	24.0	25.0	26.0	105.0	26.3
WB Olson	25.0	19.0	20.5	20.0	84.5	21.1
MTI	32.0	27.0	28.5	27.0	114.5	28.6
Bulley and Andrews	24.5	17.0	18.5	22.0	82.0	20.5
Berglund	26.5	22.0	15.5	23.0	87.0	21.8
Frederick Quinn	25.5	22.0	18.5	22.0	88.0	22.0

FGM ARCHITECTS											
Bensenville Police Station	Construction Manager Selection										
15-Mar-13											
Important Criteria	MTI	FQC	Camosy	WB Olsen	Riley	Lamp	Leopardo	Berglund	Bulley & Andrews	Average	Avg. of low 7
CM Fee	3.50%	3.20%	3.20%	4.37%	3.45%	4.25%	6.60%	5.10%	3.00%	4.07%	3.12%
General Conditions as listed	\$316,371	\$324,275	\$327,517	\$341,810	\$346,630	\$396,470	\$519,155	\$543,557	\$563,443	\$408,803	\$367,461
Full time on site superintendent	\$167,328	\$211,200	\$284,218	\$288,000	\$294,566	\$158,240	\$253,408	\$285,120	\$267,704		
Phone, fax, etc.	\$7,200	\$10,375	\$6,000	\$8,750	\$4,598	\$3,600	\$14,000	\$21,600	\$7,500		
Temporary Power	\$16,000	By Owner	\$0	By Owner	\$11,600	\$15,000	\$28,000	\$35,000	\$14,000		
In progress clean up	\$15,000	\$12,000	\$19,811	\$17,920	\$10,675	\$35,500	\$73,714	\$43,231	\$223,365		
Winter Conditions	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$25,000	\$0		
Adjusted General Conditions	\$472,660	\$352,058	\$431,448	\$409,290	\$421,776	\$399,420	\$531,388	\$512,057	\$641,081	\$463,464	\$431,149
No Shared Savings	None	None	None	None	None	None	None	None	None		
Preconstruction fee	\$59,180	\$27,500	\$88,812	\$15,000	\$53,750	\$35,000	\$75,000	\$20,000	\$15,000	\$43,249	\$32,204
Change Order Profit	3.5%	4.0%	3.2%	10.0%	8.0%	10.0%	5.0%	5.1%	7.8%		
CM Services	90%	38%	15%	30%	3%	80%	0%	5%	0%		
CM at Risk	0%	50%	75%	35%	93%	5%	65%	60%	45%		
Lump Sum Bid	90%	10%	8%	30%	2%	10%	22%	30%	55%		
Other	10%	2%	2%	5%	2%	5%	12%	5%	0%		
Police Experience	6	1	4	1.5	3	2	3	3	2		
Police Project List	Hoffman Estates, Elk Grove, Franklin Park	Bedford Park, then BP range; Livingston County Justice Center	Palatine, Northlake, Glendale Heights, McHenry Co. Jail	Barrington Police & Fire HQ, Skokie trade contractor	Skokie, Glenview, Lake Zurich, Kenosha County, trade contractor on Franklin Park	Streamwood Police, Kane Co. Sheriff Build out	New Lenox, Aurora, Hanover Park, Romeoville, Clarendon Hills	North Aurora, Montgomery, U of C Police	City of Cicero, Northfield		
Similarity to this project, size	Franklin Park: \$15M	Bedford Park Police, \$6.5M	GH: \$12M, Northlake: \$7M, Palatine Police \$19.6M	Barrington: \$12.5M, Mt. Prospect Village Hall, \$15M	Lake Zurich; Skokie renovation LEED	Streamwood Police	New Lenox Police: \$12M, Hanover Park Police: \$16M	North Aurora Police, \$12M	City of Cicero, \$22M		
Similarity to this project, renovation	Elk Grove Police, Niles Police	Bedford Park Police Renovation \$6.5M Burbank Park District, \$6.5M	Glendale Heights Police and Civic Center	Kinoworks Film Studio, \$13.5M, Adaptive Reuse	Skokie Police	McHenry Library Renovation, \$3M	Mt. Prospect Public Works Renovation	Skokie Public Library, \$20M	Northfield Police remodel		
Similarity to this project, LEED	Hoffman Estates LEED Gold, Franklin Park Silver, Elk Grove LEED Gold	Gurnee School Dist 56, \$25M	Eau Claire Schools	Kinoworks Film Studio, \$13.5M, LEED Gold	Skokie Police	Fox River Water Reclamation, \$8M, LEED Silver	Aurora Police, Radio Flyer Corp, \$12M, LEED Platinum	North Aurora Possible, IBEW Union LEED Gold	Old Town School of Music, LEED Gold, \$10M		

General Conditions	MTI	FQC	Camosy	WB Olsen	Riley	Lamp	Leopardo	Berglund	Bulley & Andrews		
Full time on site superintendent	\$167,328	\$211,200	\$284,218	\$288,000	\$294,566	\$158,240	\$253,408	\$285,120	\$267,704		
Phone, fax, etc.	\$7,200	\$10,375	\$6,000	\$8,750	\$4,598	\$3,600	\$14,000	\$21,600	\$7,500		
Temporary Power	\$16,000	By Owner	\$0	By Owner	\$11,600	\$15,000	\$28,000	\$35,000	\$14,000		
Construction Testing	\$15,000					\$15,000	\$20,000	\$20,000			
Survey Layout	\$15,000	\$12,000				\$10,000	\$20,000	\$6,000			
Street Cleaning		\$5,250			\$2,729	\$1,600	\$3,000	\$3,500			
Tree Protection		\$6,500				\$8,500	\$8,400	\$1,500			
In progress clean up	\$16,643	\$12,000	\$19,811	\$17,920	\$10,675	\$35,500	\$73,714	\$43,231	\$223,365		
Final clean up	\$15,000	\$35,000		\$7,000		\$12,000	\$18,000	\$13,800			
First aid and fire extinguishers	\$1,500	\$2,500	\$750	\$560	\$1,485	\$2,500	\$1,500	\$500	\$1,000		
Dumpsters	\$25,600		\$10,608	\$2,100		\$15,000	\$15,000	\$23,208	\$12,124		
Temporary project sign	\$2,000	\$2,500	\$1,800	\$2,000	\$2,762	\$3,000	\$800	\$1,500	\$1,000		
Postage and messenger service	\$6,000	\$1,875		\$2,800	\$770	\$1,000	\$1,500	\$4,800	\$3,000		
Reproduction cost during construction	\$12,000	\$2,500			\$4,510	\$10,000	\$7,000	\$2,500	\$2,500		
Safety and OSHA	\$1,500	\$10,125				\$5,000	\$20,833	\$11,778			
Coordination of utility locates						\$1,000					
Temporary signage						\$1,000		\$1,100	\$250		
Bi Weekly progress photos		\$5,950	\$500					\$2,400			
Temporary job toilets	\$5,600	\$7,500	\$3,780	\$2,240	\$3,696	\$2,880	\$14,000	\$3,520	\$3,000		
Winter Conditions	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$25,000	\$0		
Dust protection/partitions						\$10,000		\$5,000			
List any additional items not listed	\$144,615			\$10,440	\$9,180	\$85,650			\$28,000		
Total Gen Conditions	\$450,986	\$325,275	\$327,467	\$341,810	\$346,571	\$396,470	\$519,155	\$511,057	\$563,443		

Adjusted General Conditions	MTI	FQC	Camosy	WB Olsen	Riley	Lamp	Leopardo	Berglund	Bulley & Andrews	AVG	
Full time on site superintendent	\$167,328	\$211,200	\$284,218	\$288,000	\$294,566	\$158,240	\$253,408	\$285,120	\$267,704		
Phone, fax, etc.	\$7,200	\$10,375	\$6,000	\$8,750	\$4,598	\$3,600	\$14,000	\$21,600	\$7,500		
Temporary Power	\$16,000	By Owner	\$19,933	By Owner	\$11,600	\$15,000	\$28,000	\$35,000	\$14,000	\$19,933	
Construction Testing	\$15,000	\$17,500	\$17,500	\$17,500	\$17,500	\$15,000	\$20,000	\$20,000	\$17,500	\$17,500	
Survey Layout	\$15,000	\$12,000	\$12,600	\$12,600	\$12,600	\$10,000	\$20,000	\$6,000	\$12,600	\$12,600	
Street Cleaning	\$3,216	\$5,250	\$3,216	\$3,216	\$2,729	\$1,600	\$3,000	\$3,500	\$3,216	\$3,216	
Tree Protection	\$6,225	\$6,500	\$6,225	\$6,225	\$6,225	\$8,500	\$8,400	\$1,500	\$6,225	\$6,225	
In progress clean up	\$16,643	\$12,000	\$19,811	\$17,920	\$10,675	\$35,500	\$73,714	\$43,231	\$223,365	\$22,254	
Final clean up	\$15,000	\$35,000	\$16,800	\$7,000	\$16,800	\$12,000	\$18,000	\$13,800	\$16,800	\$16,800	
First aid and fire extinguishers	\$1,500	\$2,500	\$750	\$560	\$1,485	\$2,500	\$1,500	\$500	\$1,000	\$1,366	
Dumpsters	\$25,600		\$10,608	\$2,100		\$15,000	\$15,000	\$23,208	\$12,124	\$14,806	
Temporary project sign	\$2,000	\$2,500	\$1,800	\$2,000	\$2,762	\$3,000	\$800	\$1,500	\$1,000	\$1,929	
Postage and messenger service	\$6,000	\$1,875	\$2,718	\$2,800	\$770	\$1,000	\$1,500	\$4,800	\$3,000	\$2,718	
Reproduction cost during construction	\$12,000	\$2,500	\$5,859	\$5,859	\$4,510	\$10,000	\$7,000	\$2,500	\$2,500	\$5,859	
Safety and OSHA	\$1,500	\$10,125	\$9,847	\$9,847	\$9,847	\$5,000	\$20,833	\$11,778	\$9,847	\$9,847	
Coordination of utility locates	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000		
Temporary signage	\$783	\$783	\$783	\$783	\$783	\$1,000	\$783	\$1,100	\$250	\$783	
Bi Weekly progress photos	\$2,950	\$5,950	\$500	\$2,950	\$2,950	\$2,950	\$2,950	\$2,400	\$2,950	\$2,950	
Temporary job toilets	\$5,600	\$7,500	\$3,780	\$2,240	\$3,696	\$2,880	\$14,000	\$3,520	\$3,000	\$5,135	
Winter Conditions	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$25,000	\$0	\$22,500	
Dust protection/partitions	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$10,000	\$7,500	\$5,000	\$7,500	\$7,500	
List any additional items not listed	\$144,615			\$10,440	\$9,180	\$85,650			\$28,000		
Total Adjusted Gen Conditions	\$472,660	\$352,058	\$431,448	\$409,290	\$421,776	\$399,420	\$531,388	\$512,057	\$641,081		

TYPE:
Ordinance

SUBMITTED BY:
Corey Williamsen

DEPARTMENT:
Village Clerk's Office

DATE:
June 25, 2013

DESCRIPTION:

Ordinance Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works for the Village of Bensenville

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>
☐	<i>Quality Customer Oriented Services</i>
☒	<i>Safe and Beautiful Village</i>

☒	<i>Enrich the lives of Residents</i>
☐	<i>Major Business/Corporate Center</i>
☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

DATE:

June 18, 2013

I&E Committee (unanimous approval)

BACKGROUND:

The Illinois Prevailing Wage Act requires the contractor and subcontractor to pay laborers, workers and mechanics employed on public works projects, no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of similar character in the locality where the work is performed. Violators must pay workers the difference between the wage paid and the prevailing wage, and may be subject to 20% penalties and 2% punitive damages. A Contractor or subcontractor found to have violated the Act on two occasions may be barred from public works projects. Additionally, contractors are required to post prevailing wage rates at job sites.

KEY ISSUES:

The Illinois Prevailing Wage Act requires that all Illinois Governmental Entities, including Municipalities, either accept the Prevailing Wages determined by the Illinois Department of labor or investigate and determine the Prevailing Wages as defined in the Act for laborers, mechanics and other workers employed in performing work on public works construction projects in the locality in which said work is performed.

ALTERNATIVES:

- Approve the Ordinance
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance Ascertaining the Prevailing Rate of Wages.

BUDGET IMPACT:

There is no budget impact.

ACTION REQUIRED:

Adopt the Ordinance Ascertaining the Prevailing Rate of Wages.

ATTACHMENTS:

Name:

- ☐ [2 PrevailingWage.2013.docx](#)
- ☐ [3 Du Page County Prevailing Wage for June 2013.pdf](#)
- ☐ [4 Cook County Prevailing Wage for June 2013.pdf](#)

Description:

2013 Prevailing Wage Ordinance
DuPage County 2013 Prevailing Wages
Cook County 2013 Prevailing Wages

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR LABORERS, MECHANICS AND OTHER WORKERS EMPLOYED
ON PUBLIC WORKS FOR THE VILLAGE OF BENSENVILLE**

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

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by anyone under contract for public works” (hereinafter “Prevailing Wage Act” or “Act”), approved June 26, 1941, as amended, 820 ILCS 130/1, *et seq.*; and

WHEREAS, the Prevailing Wage Act requires the Village of Bensenville to investigate and ascertain the prevailing rate of wages as defined in the Act for laborers, mechanics and other workers in the locality of the Village of Bensenville employed in performing construction of public works for the Village of Bensenville; and

WHEREAS, the Village of Bensenville is located in both Cook and DuPage Counties; therefore, the prevailing rate of wages to be paid in the locality of the Village of Bensenville shall be as determined by the locality of the work performed,

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

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

SECTION TWO: That it is necessary and desirable that Village of Bensenville adopt prevailing wages for workers for the purposes set forth herein.

SECTION THREE: To the extent and as required by the Prevailing Wage Act, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Bensenville is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County and DuPage County areas (the prevailing rate to be applied is determined by the locality of the work performed) as determined by the Department of Labor of the State of Illinois as of June of 2013. A copy of that determination for Cook and DuPage Counties is attached hereto and incorporated herein by reference as Exhibit "A". As required by the Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June 2013 determination and apply to any and all public works construction undertaken by the Village of Bensenville. The definition of any terms appearing in this Ordinance which are also used in the Act shall be the same as in the Act.

SECTION FOUR: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village of Bensenville to the extent required by the aforesaid Act.

SECTION FIVE: The Village Clerk of the Village of Bensenville shall publicly post or keep available for inspection by any interested party in the main office of the Village of Bensenville the determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION SIX: The Village Clerk of the Village of Bensenville shall mail a copy of this determination to any employer, and to any person or association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION SEVEN: The Village Clerk of the Village of Bensenville shall promptly file a certified copy of this Ordinance with the Secretary of State Index Division.

SECTION SEVEN: The Village Clerk of the Village of Bensenville shall cause to be published in a newspaper of general circulation within the area a notice that this Ordinance has been adopted and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

SECTION EIGHT: This Ordinance shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this 25th day of June 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Du Page County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		36.610	49.750	1.5	1.5	2.0	5.000	11.35	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		28.310	49.750	1.5	1.5	2.0	5.000	8.780	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		43.830	49.750	1.5	1.5	2.0	5.000	13.58	0.000	0.330
ELECTRIC PWR TRK DRV		ALL		29.310	49.750	1.5	1.5	2.0	5.000	9.090	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR	NE	ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD	1	46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	2	44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	3	42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	4	40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	5	49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	6	47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD	7	49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	2	43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	3	41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	4	40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	5	39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	6	47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	7	45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
ORNAMNTL IRON WORKER W		ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER		BLD		41.200	43.200	1.5	1.5	2.0	9.750	17.09	0.000	1.710

PLASTERER		BLD	40.080	42.480	1.5	1.5	2.0	9.550	12.30	0.000	0.990
PLUMBER		BLD	41.200	43.200	1.5	1.5	2.0	9.750	17.09	0.000	1.710
ROOFER		BLD	38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER		BLD	42.510	44.510	1.5	1.5	2.0	10.04	12.01	0.000	0.780
SPRINKLER FITTER		BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR	E	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON		BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical

systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of

material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck

Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

Cook County Prevailing Wage for June 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR		ALL		34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II		ALL		32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER		BLD 1		46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 2		44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 3		42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 4		40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 5		49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 6		47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		BLD 7		49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 5		52.800	51.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 1		44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 2		43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 3		41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 4		40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 5		39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 6		47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY 7		45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER		ALL		42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630

PIPEFITTER	BLD	45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER	BLD	40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER	BLD	45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD	38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER	BLD	40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER	BLD	30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.350	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the

removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;

Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blasters; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall,

Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

TYPE:
Resolution

SUBMITTED BY:
Corey Williamsen

DEPARTMENT:
Village Clerk's Office

DATE:
June 25, 2013

DESCRIPTION:

Resolution Appointing Ilsa Rivera-Trujillo As A Freedom of Information Act Officer in Accordance with Public Act 96-0542

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☐	<i>Financially Sound Village</i>	☒	<i>Enrich the lives of Residents</i>
☒	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

AF&L (unanimous approval)

DATE:

June 18, 2013

BACKGROUND:

Public Act 96-0542, which went into effect January 1, 2010, amended the Freedom of Information Act (FOIA) to require that a public body designate one or more officials or employees to act as the body's Freedom of Information officer. Also, in the same amendment it was a requirement to designate one or more officials and or employees to receive Open Meetings Act training. On May 7, 2013, then Village Clerk, Susan Janowiak took an Oath of Office as Village Trustee vacating her position as Village Clerk along with vacating her responsibilities as Freedom of Information Officer and as a designated official required to obtain Open Meetings Act training.

KEY ISSUES:

On May 7, 2013, Ilsa River-Trujillo was appointed as Village Clerk and administered the Oath of Office the same evening. Staff has met with the Village Attorney and it has been recommended to appoint Village Clerk, Ilsa River-Trujillo as a Freedom of Information Act Officer and designate her as an official required to obtain Open Meetings Act training. It is also the Village Attorney's recommendation to continue having Deputy Village Clerk, Corey Williamsen, serve as a Freedom of Information officer and continue having Village Employee, Mary Rivera, designated to receive Open Meetings Act training for the Village.

ALTERNATIVES:

- Approve the Resolution
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution appointing Village Clerk Ilsa Rivera-Trujillo as a FOIA Officer and designating her as an official to receive OMA training.

BUDGET IMPACT:

No impacts in that current officers/staff are being recommended for designation.

ACTION REQUIRED:

Board action on the resolution.

ATTACHMENTS:

Name:

☐ [2_RES_FOIA_OFFICER_APPOINTMENT_RIVERA-TRUJILLO.docx](#)

Description:

Resolution - Rivera-Trujillo FOIA/OMA Officer Appointment

RESOLUTION NO. _____

**RESOLUTION APPOINTING ILSA RIVERA-TRUJILLO AS A FREEDOM OF
INFORMATION ACT OFFICER IN ACCORDNACE WITH PUBLIC ACT 96-0542**

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

WHEREAS, the Village is a "public body" pursuant to Section 1.02 of the Open Meetings Act ("OMA"), 5 ILCS 120/1.02, and Section 2 (a) of the Freedom of Information Act ("FOIA"), 5 ILCS 140/2 (a), and, accordingly, subject to the provisions of those Acts; and

WHEREAS, effective January 1, 2010, Section 5 of Public Act 96-0542 amends the OMA to require that a public body designate employees, officers or member of the body to receive training on compliance with the OMA and Section 10 of Public Act 96-0542 amends the FOIA to require that a public body designate one or more official or employees to act as the body's Freedom of Information officer; and

WHEREAS, on May 7, 2013 Ilsa Rivera-Trujillo was appointed as Village Clerk; and

WHEREAS, Village Clerk Ilsa River-Trujillo be designated respectively as a Freedom of Information Officer for the Village; and

WHEREAS, Village Clerk Ilsa River-Trujillo has duties requiring her regular attendance at or assisting with Village Board of Trustee meeting and therefore should be the Village Officer designated to receive OMA training,

**NOW, THEREFORE, BE IT RESOVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF
THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION 1. The recitals set above are incorporated herein and made a part hereof.

SECTION 2. The Village Clerk is hereby designated and appointed as a Freedom of Information Officer for the Village to exercise all powers and to carry out all duties of that officer as now provided for or as may be hereafter provided for, and Village Clerk Ilsa River-Trujillo be designated the Village Officer to receive OMA training;

SECTION 3. This Resolution shall take effect immediately upon adoption.

SECTION 4. All resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of June, 2013.

APPROVED:

Frank Soto, Village President

ATTEST

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:
Resolution

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
6/25/2013

DESCRIPTION:

Resolution receiving and placing on file the audited Comprehensive Annual Financial Report and Management Letter for Fiscal Year End December 31, 2012.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:
APPROVED AFL 6-0

DATE:
6/18/2013

BACKGROUND:

The Village of Bensenville is required by the State of Illinois to cause an audit of its financial statements to be made by an independent auditor following the close of each fiscal year. This year's independent audit was completed by Lauterbach and Amen LLP. Lauterbach and Amen was selected as a result of an RFP process last fall. They were the lowest priced bidder. This was the first year in a three year agreement which will see the Village achieve savings of \$65,000 a year.

The CAFR is summarized in the four parts described below:

Transmittal Letter: This letter serves as the official transmittal of the report to the Village Board and its citizens. Its purpose is to provide a broader and more subjective overview of factors impacting the community, supporting but not reproducing the information included in the Management's Discussion and Analysis addressed below.

Independent Auditor's Report: This is the report from the independent auditors who have been charged with the responsibility to review the municipality's financial data which identifies the scope of their review and their findings as to whether the municipality's financial data is fairly presented.

Management's Discussion and Analysis (MD&A): The purpose of the MD&A is to introduce users to basic financial statements with a narrative, introduction, overview and analysis of those statements. The MD&A is required supplemental information and as such may address only the specific topics identified by GAAP (Generally Accepted Accounting Principles). The Transmittal Letter is used to address topics not identified by GAAP for inclusion within the MD&A.

Basic Financial Statements: This section includes both the Government-Wide and Fund Financial Statements and the accompanying notes.

KEY ISSUES:

The 2012 Audit resulted in an unqualified opinion by the auditors which is the highest opinion possible.

The Audit Management Letter had 4 points none of which were significant deficiencies or material weaknesses. One of the audit points references the continuing issue of the discrepancy between water gallons purchased and water gallons billed. While we have been able to lower this discrepancy from 37% in 2011 to 23% in 2012 it continues to be a significant enough discrepancy for the Auditors to include on the Management Letter.

ALTERNATIVES:

1. Approve a Resolution accepting the Audit.
2. Action is at the discretion of the Board.

RECOMMENDATION:

Staff recommends approval of a Resolution accepting and placing on file the Comprehensive Annual Financial Report for Year End December 31, 2012.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approve the resolution receiving and placing on file the audited financial statements and management letter for Fiscal Year 2012

ATTACHMENTS:

Name:

Description:

☐ [2 - CAFR Resolution 2012.doc](#)

Resolution

☐ [CAFR Draft 2012.pdf](#)

CAFR

☐ [Management Letter 2012.pdf](#)

Management Letter

RESOLUTION NO. _____

**A RESOLUTION RECEIVING AND PLACING ON FILE THE
VILLAGE OF BENSENVILLE COMPREHENSIVE
ANNUAL FINANCIAL REPORT
AND MANAGEMENT LETTER
FOR FISCAL YEAR END DECEMBER 31, 2012.**

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 required under the Illinois Municipal Auditing Law (65 ILCS 5/8-8-1 *et seq.*) to cause an audit of the funds and accounts of the municipality to be made by an accountant; and

WHEREAS, the accounting firm of Lauterbach and Amen, LLP has been retained by the Village to conduct this audit of the financial statements for the Village for the year ended December 31, 2012; and

WHEREAS, Lauterbach and Amen LLP has completed this audit of the financial statements for the Village for the year ended December 31, 2012 and has submitted to the Village its Independent Auditor's Report.

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: That the Comprehensive Annual Financial Report and Management Letter for Fiscal Year Ended December 31, 2012 is hereby received and

placed on file.

PASSED AND APPROVED by the President and Board of Trustees of the
Village of Bensenville, Illinois, this 25th day of June, 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

2012

Village of Bensenville, Illinois

Comprehensive Annual Financial Report

For the Year Ending December 31, 2012



BENSENVILLE
GATEWAY TO OPPORTUNITY

**VILLAGE OF BENSENVILLE,
ILLINOIS**

**COMPREHENSIVE
ANNUAL FINANCIAL REPORT**

**FISCAL YEAR ENDED
DECEMBER 31, 2012**

Prepared by:

Timothy J. Sloth, Director of Finance
D. Jean Schmidt, Assistant Director of Finance
Sharon Barrett, Accountant

VILLAGE OF BENSENVILLE, ILLINOIS

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INTRODUCTORY SECTION

This section includes miscellaneous data regarding the Village including: List of Principal Officials, Organization Chart, Transmittal Letter and the Certificate of Achievement for Excellence in Financial Reporting.

VILLAGE OF BENSENVILLE, ILLINOIS

Principal Officials
December 31, 2012

VILLAGE PRESIDENT

Frank Soto

VILLAGE BOARD OF TRUSTEES

Morris Bartlett

Oronzo Peconio

Robert Jarecki

JoEllen Ridder

Martin O'Connell, III

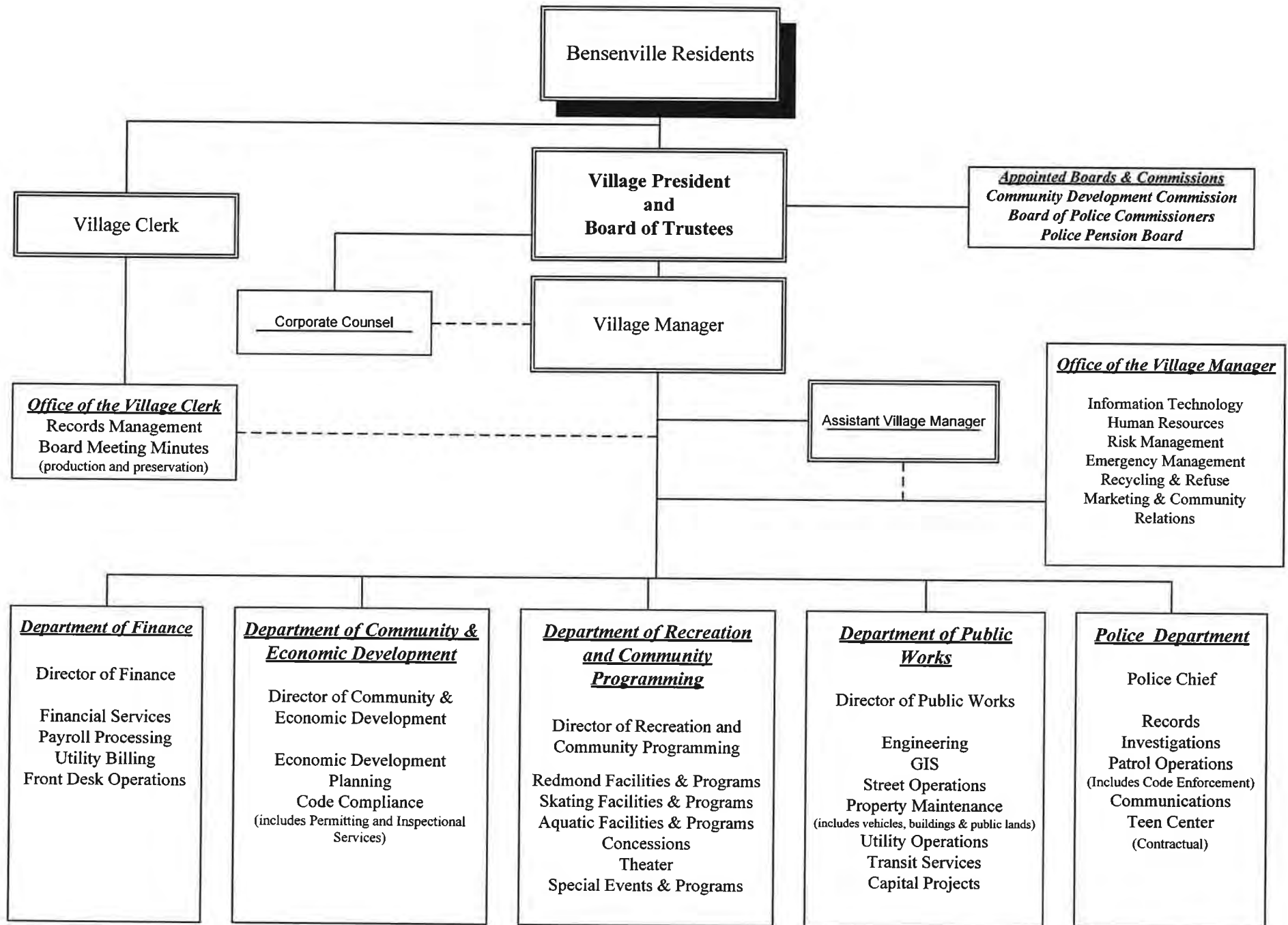
Henry Wessler

ADMINISTRATIVE

Michael Cassady, Village Manager

Susan Janowiak, Village Clerk

Village of Bensenville Organization Chart



May 16, 2013

VILLAGE BOARD

President
Frank Soto

Trustees
Morris Bartlett
Susan V. Janowiak
Robert "Bob" Jarecki
Martin O'Connell
JoEllen Ridder
Henry Wesseler

Village Clerk
Ilsa Rivera-Trujillo

Village Manager
Michael J. Cassidy

The Honorable Frank Soto, Village President
Members Board of Trustees
Citizens of the Village of Bensenville

Ladies and Gentlemen;

Submitted for your review and consideration is the Comprehensive Annual Financial Report (CAFR) of the Village of Bensenville, for the fiscal year ended December 31, 2012. Illinois State Statute requires that municipal governments, following the close of each fiscal year, publish a complete set of financial statements presented in conformity with accounting principles generally accepted in the United States of America (GAAP) and audited in accordance with Generally Accepted Auditing Standards (GAAS) by a firm of licensed certified public accountants. This Comprehensive Annual Financial Report is issued by the Village of Bensenville in response to this requirement.

Responsibility for both the accuracy of the data presented and the fairness of the presentation, including all disclosures, rests with Village management. We believe the data as presented is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the Village's financial position and results of operations as measured by the financial activity of its various funds; and that all disclosures necessary to enable the reader to gain maximum understanding of the Village's financial condition have been included. The organization and content of the report follows the standards for annual financial reporting promulgated by the Governmental Accounting Standards Board (GASB).

To provide a reasonable basis for making these representations, management of the Village has established a comprehensive internal control framework to protect the assets of the Village and to compile sufficiently reliable information for the preparation of the Village of Bensenville's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the Village's internal control framework has been designed to provide reasonable rather than absolute assurance that the financial statements are free from material misstatements. As management, we assert that to the best of our knowledge and belief, this financial report is complete and reliable in all material aspects.

The Village's financial statements have been audited by Lauterbach and Amen LLP, a firm of licensed certified public accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements of the Village of Bensenville for the fiscal year ended December 31, 2012, are free of material misstatements. The independent audit involves examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluation of the overall financial statement presentation. The independent auditors concluded, based upon their audit procedures, that there was a reasonable basis for rendering an unqualified opinion that the Village's financial statements for the fiscal year ended December 31, 2012, are presented fairly and in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

Governmental Accounting Standards Board Statement Number 34 requires that the Village provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement the MD&A and should be read in conjunction with it. The MD&A is found immediately following the report of the independent auditors.

PROFILE OF THE VILLAGE OF BENSENVILLE

The Village of Bensenville, a non-home rule community as defined by the Illinois Constitution, was incorporated in 1884 and is located approximately 17 miles northwest of downtown Chicago, bordering the southwest corner of O'Hare International Airport. The Village of Bensenville is located in both DuPage and Cook Counties. Of the Village's total 2010 Equalized Assessed Valuation ("EAV"), 94.6% was within DuPage County and 5.4% was within Cook County. The Village comprises a total land area of approximately 5.6 square miles. Population as reported by the 2010 census is 18,352, which represents a decrease of 11.36% over the 2000 population of 20,703.

The Village operates under the managerial form of government. Under this form of government, policymaking and legislative authority are vested in the Village Board, which consists of a Village President and a six-member Board of Trustees. The Board is elected at-large, on a non-partisan basis. The Village Board is responsible for, among other things, adopting resolutions, passing ordinances, adopting the budget, and hiring the Village Manager and the Village Attorney. The Village Manager is responsible for carrying out the policies and ordinances of the Village Board and for overseeing the day-to-day operations of the Village. With the exception of sworn police officers who are required by statute to be hired through the Board of Police Commissioners, the Village Manager is responsible for hiring and managing all Village employees, including the heads of all Village Departments.

The Village provides a full range of services, including police protection, the construction and maintenance of streets and other infrastructure and the operation of water and wastewater facilities. Beyond these general Village activities, the Police Pension Plan has also been included in the reporting entity in accordance with GAAP.

The following Districts have not met the established criteria for inclusion in the reporting entity and, accordingly, are excluded from this report:

- Bensenville Park District
- Bensenville Fire District Number 2
- Bensenville Community Library District

The annual budget serves as the foundation for the Village's financial plan and organizational strategy. The budget is prepared by fund, department and program. The Village Manager may make transfers of appropriations within a fund. Budget-to-actual comparisons are provided for the General Fund. This comparison is presented on page 69 as required supplementary information.

MAJOR VILLAGE INITIATIVES

For the Year. The Village staff, following specific directives from the Village Board and the Village Manager, has been involved in a variety of projects/initiatives throughout the 2012 Fiscal Year. The most significant of these projects/initiatives are discussed more thoroughly below:

- The Village Board and staff with significant community input updated its Strategic Plan setting the future direction for the Village. As a result of the Strategic Plan the Village developed a Motto, Mission, Vision and five Village initiatives.
- The Village developed a 5 year Community Investment Plan (Capital Improvement Program). The CIP includes information on the Village's long term program and plans for capital improvements and the capital costs associated with the implementation of the plan. The plan also identifies those costs associated with maintaining capital improvements so that on-going maintenance costs of improvements and their impact on the respective operating budgets can be considered when determining whether to proceed with a project.
- The Village made significant progress on major roadway, streambank, watermain and storm sewer improvements in the Northern Business District. This \$24,000,000 project was funded through bonds backed by future tax increment generated in the North Industrial Park Tax Increment Finance District (TIF) as well as Special Service Area Taxes.
- The Village completed the Comprehensive Economic Development Strategy Plan (FAA granted airport opportunity study).
- The Village continued to effectively align team structure to more effectively achieve strategic objectives while maintaining reduced staffing levels for 2012.

- The Village won the 2012 Government Finance Officers Association most prestigious award, the Award for Excellence in Government Finance in the category of eGovernment and Technology. This national award recognizes contributions to the practice of government finance that exemplify outstanding financial management. The awards stress practical, documented work that offers leadership to the profession and promotes improved government finance. The Village of Bensenville became just the third Illinois Municipality to ever win this most prestigious award.
- The Village won the 2012 Tyler Public Sector Excellence Award. Tyler Technologies, the Village's ERP software partner, recognizes organizations that have demonstrated excellence in best practices for developing, deploying and maintaining Tyler's solutions in new and successful ways. The award honors innovation in organizational efficiency, productivity and responsiveness.
- The Village's 2012 budget was awarded the Government Finance Officers Association Distinguished Budget Presentation Award. This is the second time that the Village won this prestigious award.
- With the objective of providing quality recreation opportunities to the community, the Village hosted in FY 2012 a number of events including a Fourth of July parade and fireworks with live entertainment, Holiday Magic and Tree Lighting, and a Wednesday night Music in the Park series which ran throughout the entire summer. In addition to generating a positive image of the Village, these special events also support local businesses and served to generate additional sales-tax revenues.

For the Future. The Village Board completed a Strategic Planning process for the purpose of establishing long and short-term goals and objectives as well as a prioritized work plan for FY 2013. Through this process, the Village Board has established both a Vision for the Community in 2027 and a Mission statement for Village Government. This Mission statement reads:

Our Mission

The MISSION OF VILLAGE GOVERNMENT is to be FINANCIALLY SOUND and
Provide CUSTOMER FRIENDLY SERVICES of the HIGHEST QUALITY

THE VILLAGE GOVERNMENT ENGAGES RESIDENTS and PARTNERS for COMMUNITY BENEFIT.

The established goals through 2016 included the following:

- Vibrant major corridors
- Financially sound Village providing quality customer oriented service
- Become a major business and corporate center
- Enrich the lives of Village residents
- Safe and beautiful Village

To achieve these goals certain measures have already been completed or are in progress and others have been identified to be address in 2013 and beyond.

FACTORS AFFECTING FINANCIAL CONDITION

The information presented in the financial statements is perhaps best understood when it is considered from the broader perspective of the specific environment within which the Village operates.

Local Economy. The economic environment, coupled with the lengthy fight in opposition to the expansion of Chicago's O'Hare International Airport, had a direct impact on the Village's fiscal health and service delivery efforts. Based on direct actions taken by the Village since early June of 2009 to reduce expenditures including workforce reductions and deferred wage increases for both union and non-union staff, and the Village Board's commitment to use the majority of the Chicago O'Hare Settlement to repair the balance sheet, the financial health of the Village has improved significantly.

In addition to direct actions taken by the Village, the local economy of the Village proved to be resilient and was able to weather the downturn. The Village's prime location positions it to take advantage of the \$11.4 billion Chicago O'Hare expansion project. Additionally, the State of Illinois is funding a \$67 million dollar roadway improvement which will re-route a train intersection eliminating Bensenville's worst bottleneck. Finally, the Illinois Tollway has agreed to build and manage the \$3.6 billion Elgin O'Hare / Western Bypass roadway project that runs right through Bensenville. This revolutionary roadway project is now 91% funded and is projected to be completed in 2025. By the time it is completed, the Elgin O'Hare / Western Bypass will create 41,000 permanent new jobs in the O'Hare area. With literally billions of dollars being spent at our borders Bensenville is well positioned to benefit in the long run economically.

In 2012, the local business environment began to really improve. Sales tax for the year increased by 4.3% or over \$300,000 versus the previous year. In 2012 a new automobile dealership that moved to Bensenville from a neighboring town in 2011 expanded and relocated a second dealership to Bensenville. In 2013 this dealership is expected to complete its \$2.7M remodeling project enhancing the external façade on the building. Additionally, a new national bank opened a local branch office on a lot that sat vacant for over 5 years.

As a result of these trends along with conservative budgeting including funding operating expenditures with operating revenues and not relying on one time revenue sources to paper over shortfalls the Village continued to improve its financial position. This is evidenced by the increase in the Fund Balance in the General Fund of \$2.18M.

With the improving economic landscape the Village is committed to maintaining its public infrastructure which is indicative of a healthy, vibrant community. The Village's 2013 budget includes significant dollars, 41%, dedicated to capital improvements.

Long-Term Financial Planning. The 2013 work plan developed in conjunction with the Strategic Planning process identified a number of initiatives relating to financial long-term planning. For 2013, long term financial objectives include:

- Funding of operations in the General Fund and Utility Fund through the use of operating revenues net of transfers.
- Finalizing the water and sewer rate study.
- Development of a 5 year financial plan.
- Continuing to win the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.
- Continuing to win the GFOA Certificate of Achievement for Excellence in Financial Reporting.
- Implementing the comprehensive Economic Development Strategy Plan (FAA Study).

Additionally the Village has and will continue to also evaluate debt service consolidation options to reduce long term debt service expenditures.

Cash Management Policies and Practices. In 2011 the Village evaluated and updated its Investment Policy. The old investment policy had not been updated since 1999. The new policy insures the Village invests surplus funds in a way that maximizes safety while insuring the best possible return. The new policy is in compliance with Federal and State laws and adheres to current best practices in local government finance. Cash temporarily idle during the year in the Village's operating funds was invested with the assistance of a money manager in money markets, certificates of deposit or in the Illinois State Treasurer's Pool (Illinois Funds). The Police Pension fund is managed by the Police Pension Board. This Board has retained a money manager who makes recommendations to maximize the total return of the portfolio within the constraints of the Pension Board's investment policy. Investment income (losses) includes appreciation and/or reductions in the fair value of investments. Reductions in fair value during the current year, however, do not necessarily represent trends that will continue.

Risk Management. The Village is self-insured for general liability and workers compensation. In FY 2012, excess liability policies are maintained by One Beacon Insurance Group for general liability and Safety National for Workers' Compensation.

Pension and Other Post Employment Benefits. The Village sponsors a single-employer defined benefit pension for full-time sworn police personnel. Each year, an independent actuary engaged by the Police Pension Board, calculates the amount of the annual contribution that the Village must make to the pension plan to ensure that the plan will be able to fully meet its obligations to retired employees. In past fiscal years the Village has not been in a financial position to fully fund each annual required contribution to the pension plan as determined by the actuary. In fiscal Year 2012 for the third year in a row the Village was able to fully fund its annual contribution. The Village has budgeted to fully fund its annual contribution in 2013 and is committed to meeting this obligation in future years as well.

The Village also provides pension benefits for its nonpublic safety and civilian police and personnel. These benefits are provided through a statewide plan managed by the Illinois Municipal Retirement Fund (IMRF). The Village has no obligation in connection with the employee benefits offered through this plan beyond its contractual payments to IMRF.

The Village has completed the implementation of GASB Statement No. 45, Accounting and Financial Reporting by Employees for Post-Employment Benefit Plans Other than Pensions. Since the Village does not contribute toward the cost of the retiree's health insurance, the Village is reporting only the implicit liability that is created when the retiree (by State Statute) is charged the group rate for the insurance as opposed to the true rate that would have been charged based on the risk.

Additional information on the Village's pension arrangements and other post-employment benefits can be found in Note 10 and Note 15 in the financial statements.

AWARDS AND ACKNOWLEDGEMENTS.

Awards. The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village for its Comprehensive Annual Financial Report (CAFR) for the fiscal year ended December 31, 2011. In order to be awarded a Certificate of Achievement, the Village published an easily readable and efficiently organized CAFR. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year. We believe that our current CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

Acknowledgements. On a final note, the preparation of this report was truly a team effort and could not have been accomplished without the efficient and dedicated services of the entire Finance team. I would like to express my appreciation especially to Jean Schmidt, Assistant Director of Finance, and Sharon Barrett, Staff Accountant, and all other members of the department who assisted and contributed to the preparation of this report.

On behalf of the Finance Department, we would like to thank the Village President and members of the Board of Trustees, especially those members serving on the Administration, Finance and Legislation Committee, for their commitment to addressing the financial challenges facing this community.

Submitted by:



Timothy J. Sloth, CPA
Director of Finance



Michael J. Cassady
Village Manager

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Village of Bensenville
Illinois

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
December 31, 2011

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



Christopher P. Moynell

President

Jeffrey R. Emer

Executive Director

FINANCIAL SECTION

This section includes:

- Independent Auditors' Report
- Management's Discussion and Analysis
- Basic Financial Statements
- Required Supplementary Information
- Combining and Individual Fund Statements and Schedules

INDEPENDENT AUDITORS' REPORT

This section includes the opinion of the Village's independent auditing firm.

INDEPENDENT AUDITORS' REPORT

May 16, 2013

The Honorable Village President
Members of the Board of Trustees
Village of Bensenville, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bensenville, Illinois, as of and for the year ended December 31, 2012, which collectively comprise the Village's basic financial statements as listed in the table of contents, and the related notes to the financial statements. We did not audit the financial statements of the Police Pension Fund of the Village of Bensenville, Illinois. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Police Pension Fund, is based on the report of the other auditors.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained and the report of other auditors is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village of Bensenville, Illinois, as of December 31, 2012, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated May 16, 2013, on our consideration of the Village of Bensenville, Illinois' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Other Matters

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village of Bensenville, Illinois', financial statements as a whole. The introductory section, combining and individual fund financial statements and schedules, supplementary schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The combining and individual fund financial statements and schedules, supplementary schedules, and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit and the report of other auditors, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory and statistical sections have not been subjected to the auditing procedures applied by us and the other auditors in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

A handwritten signature in blue ink that reads "Lauterbach & Amen, LLP". The signature is written in a cursive, flowing style.

LAUTERBACH & AMEN, LLP

MANAGEMENT'S DISCUSSION AND ANALYSIS

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

Our discussion and analysis of the Village of Bensenville's financial performance provides an overview of the Village of Bensenville's financial activities for the fiscal year ended December 31, 2012. Please read it in conjunction with the transmittal letter, which begins on page iii and the Village of Bensenville's financial statements, which begin on page 3.

FINANCIAL HIGHLIGHTS

- The Village of Bensenville's net position increased as a result of this year's operations. While net position of business-type activities increased by \$40,526, or less than 1 percent, net position of the governmental activities increased by \$4,838,311, or nearly 12.4 percent.
- During the year, government-wide revenues before transfers for the primary government totaled \$37,793,962, while expenses totaled \$32,915,125, resulting in an increase to net position of \$4,878,837.
- The Village of Bensenville's net position totaled \$108,114,551 on December 31, 2012, which includes \$89,188,458 net investment in capital assets, \$2,907,204 subject to external restrictions, and \$16,018,889 unrestricted net position that may be used to meet the ongoing obligations to citizens and creditors.
- The General Fund reported a surplus this year of \$2,177,603, resulting in ending fund balance of \$13,457,923, an increase of 19.3 percent.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities (on pages 3-6) provide information about the activities of the Village of Bensenville as a whole and present a longer-term view of the Village of Bensenville's finances. Fund financial statements begin on page 7. For governmental activities, these statements tell how these services were financed in the short term as well as what remains for future spending. Fund financial statements also report the Village of Bensenville's operations in more detail than the government-wide statements by providing information about the Village of Bensenville's most significant funds. The remaining statements provide financial information about activities for which the Village of Bensenville acts solely as a trustee or agent for the benefit of those outside of the government.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

USING THIS ANNUAL REPORT – Continued

Government-Wide Financial Statements

The government-wide financial statements provide readers with a broad overview of the Village of Bensenville's finances, in a matter similar to a private-sector business. The government wide financial statements can be found on pages 3-6 of this report.

The Statement of Net Position reports information on all of the Village of Bensenville's assets/deferred outflows and liabilities/deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Village of Bensenville is improving or deteriorating. Consideration of other nonfinancial factors, such as changes in the Village of Bensenville's property tax base and the condition of the Village of Bensenville's infrastructure, is needed to assess the overall health of the Village of Bensenville.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Village of Bensenville that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village of Bensenville include general government, public safety, public works, culture and recreation, community development and interest on long term debt. The business-type activities of the Village of Bensenville include utility, recycling and refuse and commuter parking lot operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Village of Bensenville, like other local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Village of Bensenville can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

USING THIS ANNUAL REPORT – Continued

Fund Financial Statements – Continued

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the Village of Bensenville's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate the comparison between governmental funds and governmental activities.

The Village of Bensenville maintains twenty individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Debt Service Fund, Capital Improvement Fund, TIF VII Irving Park / Church Road Fund, and North Industrial TIF District Fund which are considered major funds. Data from the other sixteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The Village of Bensenville adopts an annual appropriated budget for all of the governmental funds, except the Unincorporated Utility, Special Service Area 1, Special Service Area 2 and Fleet Sinking Funds. A budgetary comparison schedule for the budgeted funds has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 7-12 of this report.

Proprietary Funds

The Village of Bensenville maintains one proprietary fund type: enterprise. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Village of Bensenville utilizes enterprise funds to account for its utility, recycling and refuse, and commuter parking lot operations.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

USING THIS ANNUAL REPORT – Continued

Fund Financial Statements – Continued

Proprietary Funds – Continued

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Utility Fund, which is considered to be a major fund of the Village. Data from the other two proprietary funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor proprietary funds is provided in the form of combining statements elsewhere in this report.

The basic proprietary fund financial statements can be found on pages 13-16 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the Village of Bensenville's own programs. The accounting use for fiduciary funds is much like that used for proprietary funds. The basic fiduciary fund financial statements can be found on pages 17-18 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 19-65 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Village of Bensenville's I.M.R.F. and police employee pension obligations and budgetary comparison schedules for the General Fund and major special revenue funds. Required supplementary information can be found on pages 66-69 of this report. The combining statements referred to earlier in connection with non-major governmental funds is presented immediately following the required supplementary information on pensions. Combining and individual fund statements and schedules can be found on pages 70-101 of this report.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Net position may serve over time as a useful indicator of a government's financial position. The following tables show that in the case of the Village of Bensenville, assets/deferred outflows exceeded liabilities/deferred inflows by \$108,114,551.

	Net Position					
	Governmental		Business-type		Total	
	Activities		Activities			
	2012	2011	2012	2011	2012	2011
Current/Other Assets/Deferred Outflows	\$ 37,240,116	41,324,043	11,478,005	12,937,886	48,718,121	54,261,929
Capital Assets	75,590,511	72,327,306	62,372,552	61,581,470	137,963,063	133,908,776
Total Assets	112,830,627	113,651,349	73,850,557	74,519,356	186,681,184	188,170,705
Long-Term Debt	55,040,710	57,644,758	7,688,563	8,289,164	62,729,273	65,933,922
Other Liabilities/Deferred Inflows	13,895,044	16,094,362	1,942,316	2,051,040	15,837,360	18,145,402
Total Liabilities	68,935,754	73,739,120	9,630,879	10,340,204	78,566,633	84,079,324
Net Position						
Net Investment in Capital Assets	35,130,929	33,751,620	54,057,529	52,641,899	89,188,458	86,393,519
Restricted	2,907,204	3,645,165	-	-	2,907,204	3,645,165
Unrestricted (Deficit)	5,856,740	2,515,444	10,162,149	11,537,253	16,018,889	14,052,697
Total Net Position	43,894,873	39,912,229	64,219,678	64,179,152	108,114,551	104,091,381

A large portion of the Village of Bensenville's net position, \$89,188,458 or 82.5 percent, reflects its investment in capital assets (for example, land, buildings, machinery, and equipment), less any related debt used to acquire those assets that is still outstanding. The Village of Bensenville uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Village of Bensenville's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion, \$2,907,204 or 2.7 percent, of the Village of Bensenville's net position represents resources that are subject to external restrictions on how they may be used. The remaining 14.8 percent, or \$16,018,889, represents unrestricted net position that may be used to meet the Village's ongoing obligations to citizens and creditors.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

GOVERNMENT-WIDE FINANCIAL ANALYSIS – Continued

	Change in Net Position					
	Governmental		Business-Type		Total	
	Activities		Activities			
	2012	2011	2012	2011	2012	2011
Revenues						
Program Revenues						
Charges for Services	\$ 5,092,192	5,110,189	11,309,218	10,712,251	16,401,410	15,822,440
Operating Grants/Contrib.	593,708	694,754	-	-	593,708	694,754
Capital Grants/Contrib.	637,744	444,250	-	-	637,744	444,250
General Revenues						
Property Taxes	6,680,488	5,693,411	-	-	6,680,488	5,693,411
Income Taxes	1,384,417	1,513,159	-	-	1,384,417	1,513,159
Sales Taxes	8,520,103	7,820,571	-	-	8,520,103	7,820,571
Utility Taxes	1,493,693	1,568,554	-	-	1,493,693	1,568,554
Telecommunication Taxes	1,393,563	1,399,094	-	-	1,393,563	1,399,094
Other Taxes	559,233	592,241	-	-	559,233	592,241
Other General Revenues	120,199	2,044,714	9,404	3,173	129,603	2,047,887
Total Revenues	26,475,340	26,880,937	11,318,622	10,715,424	37,793,962	37,596,361
Expenses						
General Government	5,029,961	4,067,242	-	-	5,029,961	4,067,242
Public Safety	5,903,955	6,327,083	-	-	5,903,955	6,327,083
Community Development	4,125,705	1,268,374	-	-	4,125,705	1,268,374
Public Works	3,447,189	4,406,662	-	-	3,447,189	4,406,662
Culture and Recreation	968,631	3,155,828	-	-	968,631	3,155,828
Interest on Long-Term Debt	3,004,588	3,127,824	-	-	3,004,588	3,127,824
Utility	-	-	8,760,279	8,344,936	8,760,279	8,344,936
Recycling and Refuse	-	-	1,661,131	1,585,134	1,661,131	1,585,134
Commuter Parking Lot	-	-	13,686	14,417	13,686	14,417
Total Expenses	22,480,029	22,353,013	10,435,096	9,944,487	32,915,125	32,297,500
Change in Net Position						
Before Transfers	3,995,311	4,527,924	883,526	770,937	4,878,837	5,298,861
Transfers	843,000	976,019	(843,000)	(976,019)	-	-
Change in Net Position	4,838,311	5,503,943	40,526	(205,082)	4,878,837	5,298,861
Net Position - Beginning as Restated	39,056,562	34,408,286	64,179,152	64,384,234	103,235,714	98,792,520
Net Position - Ending	43,894,873	39,912,229	64,219,678	64,179,152	108,114,551	104,091,381

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

GOVERNMENT-WIDE FINANCIAL ANALYSIS – Continued

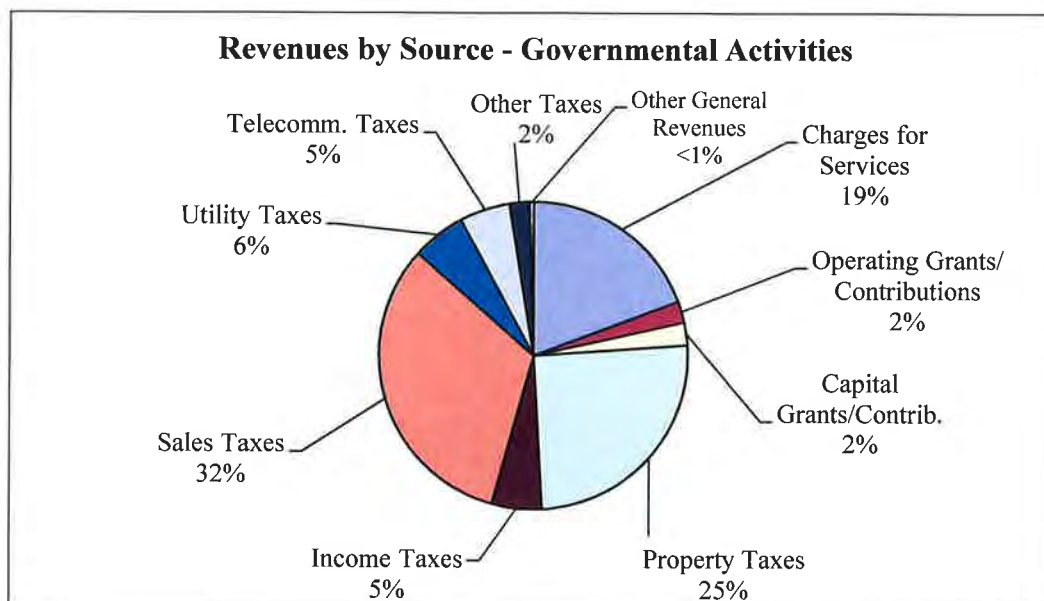
Net position of the Village of Bensenville's governmental activities increased by 12.4 percent (\$43,894,873 in 2012 compared to \$39,056,562 in 2011). Unrestricted net position, the part of net position that can be used to finance day-to-day operations without constraints, totaled \$5,856,740 at December 31, 2012.

Net position of business-type activities increased by less than 1 percent (\$64,219,678 in 2012 compared to \$64,179,152 in 2011).

Governmental Activities

Revenues for governmental activities totaled \$26,475,340, while the cost of all governmental functions totaled \$22,480,029. This results in a surplus of \$3,995,311 prior to transfers in of \$843,000. In 2011, revenues of \$26,880,937 exceeded expenses of \$22,353,013, resulting in a surplus of \$4,527,924 prior to transfers in of \$976,019.

The following table graphically depicts the major revenue sources of the Village of Bensenville. It depicts very clearly the reliance of property taxes, sales taxes, utility taxes and use taxes to fund governmental activities. It also clearly identifies the less significant percentage the Village receives from income taxes.



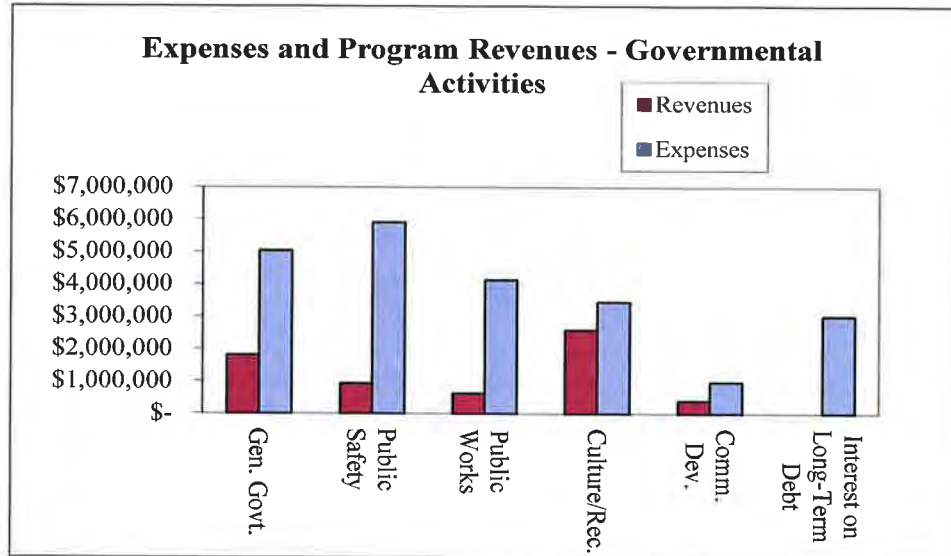
VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

GOVERNMENT-WIDE FINANCIAL ANALYSIS – Continued

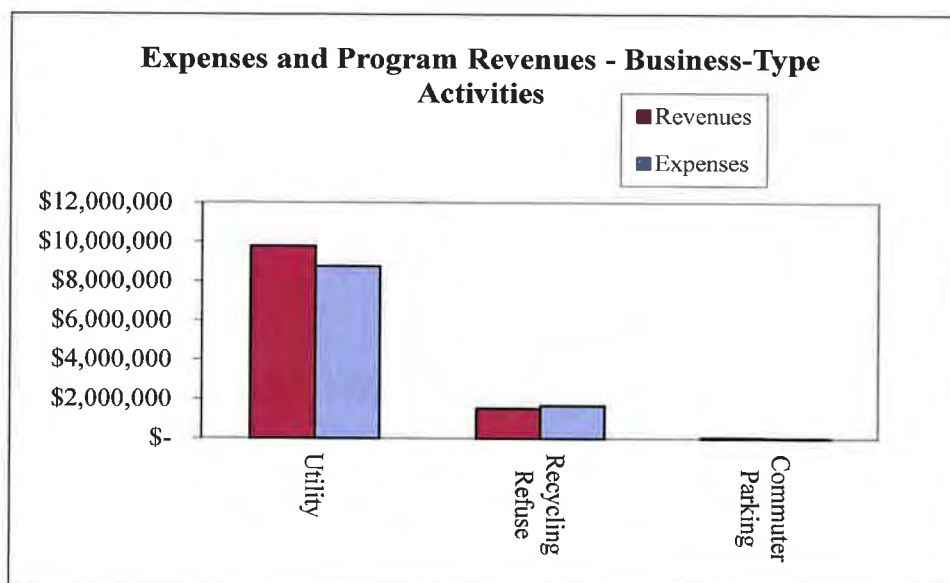
Governmental Activities – Continued

The 'Expenses and Program Revenues' Table identifies those governmental functions where program expenses greatly exceed revenues.



Business-Type Activities

Business-Type activities posted total revenues of \$11,318,622, while the cost of all business-type activities totaled \$10,435,096. This results in a surplus of \$883,526 prior to transfers out of \$843,000. In 2011, revenues of \$10,715,424 exceeded expenses of 9,944,487, resulting in a surplus of \$770,937 prior to transfers out of \$976,019.



The above graph compares program revenues to expenses for utility operations.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the Village of Bensenville uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Village of Bensenville's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The Village of Bensenville's governmental funds reported combining ending fund balances of \$27,862,900, which is \$939,317, or 3.3 percent, lower than last year's total of \$28,802,217. Of the \$27,862,900 total, \$1,231,175, or approximately 4.4 percent, of the fund balance constitutes unassigned fund balance.

The General Fund reported a positive change in fund balance for the year of \$2,177,603, an increase of 19.3 percent. This was due in large part to revenues for taxes, intergovernmental, licenses, permits and fees and charges for services being significantly higher than budgeted. Specifically, the budgeted amount for these revenue sources totaled \$18,124,750 while the actual amount totaled \$18,907,213. Furthermore, expenditures for all functions in the General Fund were significantly under budget. Budgeted expenditures totaled \$17,879,880 while actual expenditures totaled \$16,405,088. These variances are further outlined on the General Fund Schedule of Revenues, Expenditures and Changes in Fund Balance.

The General Fund is the chief operating fund of the Village. At December 31, 2012, unassigned fund balance in the General Fund was \$6,207,448, which represents 46.1 percent of the total fund balance of the General Fund. As a measure of the General Fund's liquidity, it may be useful to compare unassigned fund balance to total fund expenditures. Unassigned fund balance in the General Fund represents approximately 37.8 percent of total General Fund expenditures.

The Debt Service Fund reported a decrease in fund balance of \$1,027,673, resulting in ending fund balance of \$1,899,896, which is restricted for future debt service costs. The Village refunded several old outstanding debt issuances during the year, reducing total debt service requirements by \$1,492,105 and obtaining an economic gain of \$1,279,737.

The North Industrial TIF District Fund reported a \$1,745,674 decrease in fund balance due to budgeted development costs during the year.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS – Continued

Proprietary Funds

The Village of Bensenville's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

The Village reports the Utility Fund as a major proprietary fund. The Utility Fund accounts for all of the operations of the municipal water and sewer system. Water is purchased from the DuPage Water Commission at a rate of \$2.73 per thousand gallons. Sewage is treated by the City of West Chicago Sewage Treatment Center. Water is sold to all municipal customers at a rate of \$5.38 per thousand gallons for water and a rate of \$4.25 for sewer. The spread between purchase and sale rates is intended to finance the operations of the utility system, including labor costs, supplies, and infrastructure maintenance.

The Village of Bensenville intends to run the fund at a breakeven rate. Periodically, there will be an annual surplus or draw down due to timing of capital projects. The surplus in the Utility Fund during the current fiscal year was \$205,227, while the previous fiscal year reported a deficit of \$35,484. Unrestricted net position in the Utility Fund totaled \$3,023,863 at December 31, 2012.

GENERAL FUND BUDGETARY HIGHLIGHTS

The Village of Bensenville Council made no budget amendments to the General Fund during the year. General Fund actual revenues for the year totaled \$19,753,476, compared to budgeted revenues of \$19,062,160. As stated earlier, revenues for taxes, intergovernmental, licenses, permits and fees, and charges for services were significantly higher than budgeted.

The General Fund actual expenditures for the year were \$1,474,792 lower than budgeted (\$16,405,088 actual compared to \$17,879,880 budgeted). The general government, public safety, public works, culture and recreation, and community development functions' actual expenditures were lower than budgeted expenditures by \$532,196, \$295,217, \$523,779, \$200,911 and \$3,839, respectively. The debt service principal and interest expenditures of \$81,150 were not budgeted. Overall, the Village undertook cost controlling measures during the year which resulted in actual expenditures that were below budget. Further, small improvements in the economy contributed to the higher intergovernmental revenues and permits and fees.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The Village of Bensenville's investment in capital assets for its governmental and business type activities as of December 31, 2012 was \$137,749,149 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, vehicles and equipment, and parking lot equipment and improvements.

	Capital Assets - Net of Depreciation					
	Governmental		Business-type		Total	
	Activities		Activities			
	2012	2011	2012	2011	2012	2011
Land	\$ 8,113,672	8,113,672	1,504,651	1,504,651	9,618,323	9,618,323
Construction in Progress	14,686,009	10,284,453	2,442,601	628,268	17,128,610	10,912,721
Infrastructure	31,485,205	31,844,150	36,060,535	36,462,040	67,545,740	68,306,190
Building and Improvements	20,117,601	21,055,354	2,538,345	2,739,585	22,655,946	23,794,939
Machinery and Equipment	579,807	793,680	1,627,692	1,478,837	2,207,499	2,272,517
Furniture	9,286	17,413	-	-	9,286	17,413
Vehicles	385,017	218,584	199,453	218,070	584,470	436,654
Wells and Reservoirs	-	-	1,013,640	1,035,533	1,013,640	1,035,533
Trans./Distribution Lines	-	-	16,985,635	17,514,486	16,985,635	17,514,486
Total	75,376,597	72,327,306	62,372,552	61,581,470	137,749,149	133,908,776

This year's major additions included:

Governmental Activities		Business-Type Activities	
Construction in Progress	\$ 4,499,556	Construction in Progress	\$ 1,814,333
Infrastructure	160,665	Infrastructure	170,167
Buildings and Improvements	124,935	Buildings and Improvements	-
Machinery and Equipment	80,039	Machinery and Equipment	315,521
Vehicles	261,112	Vehicles	15,155
	<u>5,126,307</u>		<u>2,315,176</u>

The fiscal year 2013 capital budget includes \$25.0 million for capital projects, principally for roadway improvements, water and sewer improvements, vehicles and equipment and beginning construction on a new police headquarters.

Additional information on the Village of Bensenville's capital assets can be found in note 3 on pages 34-36 of this report.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

CAPITAL ASSETS AND DEBT ADMINISTRATION – Continued

Debt Administration

At year-end, the Village of Bensenville had total outstanding debt of \$58,455,229 as compared to \$62,622,717 the previous year, a decrease of 6.7 percent. The following is a comparative statement of outstanding debt:

	Long-Term Debt Outstanding					
	Governmental Activities		Business-type Activities		Total	
	2012	2011	2012	2011	2012	2011
GO/Alt. Revenue Bonds - Net	\$ 36,513,203	37,517,282	8,184,932	8,772,527	44,698,135	46,289,809
Debt Certificates - Net	13,430,052	15,859,979	-	-	13,430,052	15,859,979
Capital Leases	196,951	305,885	130,091	167,044	327,042	472,929
Total	50,140,206	53,683,146	8,315,023	8,939,571	58,455,229	62,622,717

The Village of Bensenville maintains an A+ rating from Standard and Poor's for general obligation debt. State statutes limit the amount of general obligation debt a non-home rule governmental entity may issue to 8.625 percent of its total assessed valuation. The current debt limit for the Village of Bensenville is \$48,130,079. The amount of debt applicable to that limit is \$16,015,000.

Additional information on the Village of Bensenville's long-term debt can be found in Note 3 on pages 38-50 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The Village of Bensenville's elected and appointed officials considered many factors when setting the fiscal-year 2013 budget, tax rates, and fees that will be charged for its governmental and business-type activities. One of those factors is the economy. Unemployment rates for December 31, 2012 for DuPage County was 8.9 percent and the state and national unemployment rates were 8.6 and 7.8 percent, respectively.

These indicators were taken into account when adopting the General Fund budget for 2013. Amounts available for appropriation in the General Fund budget are \$18.3 million, an increase of 2.4 percent from the final 2012 budget of \$17.9 million. The Village of Bensenville anticipates only a slight increase in tax revenues, budgeting \$8.14 million for 2013 as compared to the final 2012 budget of \$7.92 million, a modest increase of 2.82 percent. The Village of Bensenville has added no major new programs or initiatives in the 2013 budget.

VILLAGE OF BENSENVILLE, ILLINOIS

Management's Discussion and Analysis December 31, 2012

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Village of Bensenville's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be directed to Office of the Finance Director, Village of Bensenville, 12 S. Center Street, Bensenville, Illinois 60106.

BASIC FINANCIAL STATEMENTS

The basic financial Statements include integrated sets of financial statements as required by the GASB. The sets of statements include:

- Government-Wide Financial Statements
- Fund Financial Statements
 - Governmental Funds
 - Proprietary Funds
 - Fiduciary Funds

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

VILLAGE OF BENSENVILLE, ILLINOIS

**Statement of Net Position
December 31, 2012**

See Following Page

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Net Position December 31, 2012

	Governmental Activities	Business- Type Activities	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 27,838,516	9,943,330	37,781,846
Receivables - Net	5,976,935	1,090,948	7,067,883
Due from Other Governments	2,861,853	-	2,861,853
Internal Balances	(443,727)	443,727	-
Inventory/Prepays	427,152	-	427,152
Total Current Assets	36,660,729	11,478,005	48,138,734
Noncurrent Assets			
Capital Assets			
Nondepreciable Capital Assets	22,799,681	1,504,651	24,304,332
Depreciable Capital Assets	81,056,128	106,482,518	187,538,646
Accumulated Depreciation	(28,479,212)	(45,614,617)	(74,093,829)
Total Capital Assets	75,376,597	62,372,552	137,749,149
Other Assets			
Assets Held for Resale	213,914	-	213,914
Total Noncurrent Assets	75,590,511	62,372,552	137,963,063
Total Assets	112,251,240	73,850,557	186,101,797
DEFERRED OUTFLOWS OF RESOURCES			
Loss on Refunding	579,387	-	579,387
Total Assets and Deferred Outflows of Resources	112,830,627	73,850,557	186,681,184

The notes to the financial statements are an integral part of this statement.

	Governmental Activities	Business- Type Activities	Totals
LIABILITIES			
Current Liabilities			
Accounts Payable	1,865,902	989,157	2,855,059
Deposits Payable	-	101,136	101,136
Accrued Payroll	308,181	56,671	364,852
Accrued Interest Payable	1,708,390	47,216	1,755,606
Other Payables	591,570	-	591,570
Current Portion of Long-Term Debt	4,137,314	748,136	4,885,450
Total Current Liabilities	8,611,357	1,942,316	10,553,673
Noncurrent Liabilities			
Compensated Absences Payable	564,831	97,341	662,172
Net Pension Obligation Payable	3,904,814	-	3,904,814
Net Other Post-Employment Benefit Payable	847,578	-	847,578
Notes Payable	3,000,000	-	3,000,000
General Obligation/Alternate Revenue Bonds - Net	35,490,535	7,499,932	42,990,467
Debt Certificates - Net	11,142,107	-	11,142,107
Capital Leases Payable	90,845	91,290	182,135
Total Noncurrent Liabilities	55,040,710	7,688,563	62,729,273
Total Liabilities	63,652,067	9,630,879	73,282,946
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	5,283,687	-	5,283,687
Total Liabilities and Deferred Inflows of Resources	68,935,754	9,630,879	78,566,633
NET POSITION			
Net Investment in Capital Assets	35,130,929	54,057,529	89,188,458
Restricted			
Insurance	500,193	-	500,193
Streets	2,148,435	-	2,148,435
Public Safety	65,672	-	65,672
Debt Service	192,904	-	192,904
Unrestricted	5,856,740	10,162,149	16,018,889
Total Net Position	43,894,873	64,219,678	108,114,551

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Activities

Year Ended December 31, 2012

		Program Revenues		
		Charges for Services	Operating Grants/ Contributions	Capital Grants/ Contributions
	Expenses			
Governmental Activities				
General Government	\$ 5,029,961	1,506,764	53,314	244,468
Public Safety	5,903,955	926,067	-	-
Public Works	4,125,705	78,811	540,394	-
Culture and Recreation	3,447,189	2,580,550	-	-
Community Development	968,631	-	-	393,276
Interest on Long-Term Debt	3,004,588	-	-	-
Total Governmental Activities	22,480,029	5,092,192	593,708	637,744
Business-Type Activities				
Utility	8,760,279	9,769,102	-	-
Recycling and Refuse	1,661,131	1,505,463	-	-
Commuter Parking Lot	13,686	34,653	-	-
Total Business-Type Activities	10,435,096	11,309,218	-	-
	32,915,125	16,401,410	593,708	637,744

General Revenues

Taxes

Property Taxes

Income Taxes

Sales Taxes

Utility Taxes

Telecommunication Taxes

Other Taxes

Interest Income

Miscellaneous Income

Transfers

Change in Net Position

Net Position - Beginning as Restated

Net Position - Ending

The notes to the financial statements are an integral part of this statement.

Net Expense/Revenue		
Primary Government		
Governmental Activities	Business Type Activities	Total
(3,225,415)	-	(3,225,415)
(4,977,888)	-	(4,977,888)
(3,506,500)	-	(3,506,500)
(866,639)	-	(866,639)
(575,355)	-	(575,355)
(3,004,588)	-	(3,004,588)
(16,156,385)	-	(16,156,385)
-	1,008,823	1,008,823
-	(155,668)	(155,668)
-	20,967	20,967
-	874,122	874,122
(16,156,385)	874,122	(15,282,263)
6,680,488	-	6,680,488
1,384,417	-	1,384,417
8,520,103	-	8,520,103
1,493,693	-	1,493,693
1,393,563	-	1,393,563
559,233	-	559,233
91,431	9,404	100,835
28,768	-	28,768
843,000	(843,000)	-
20,994,696	(833,596)	20,161,100
4,838,311	40,526	4,878,837
39,056,562	64,179,152	103,235,714
43,894,873	64,219,678	108,114,551

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS**Balance Sheet - Governmental Funds
December 31, 2012**

	General	Debt Service
ASSETS		
Cash and Investments	\$ 10,276,156	1,870,231
Receivables - Net of Allowances		
Property Taxes	4,693,524	550,248
Accounts	502,469	28,849
Other	2,995	763
Due from Other Governments	2,130,107	-
Advances to Other Funds	2,859,023	-
Inventory	5,626	-
Prepays	371,526	-
Assets Held for Resale	-	-
Total Assets	20,841,426	2,450,091
LIABILITIES		
Accounts Payable	1,213,769	617
Accrued Payroll	308,181	-
Accrued Interest	-	-
Advances from Other Funds	-	-
Other Payables	1,174,467	-
Total Liabilities	2,696,417	617
DEFERRED INFLOWS OF RESOURCES		
Property Taxes	4,687,086	549,578
Total Liabilities and Deferred Inflows of Resources	7,383,503	550,195
FUND BALANCES		
Nonspendable	3,236,175	-
Restricted	2,714,300	1,899,896
Committed	-	-
Assigned	1,300,000	-
Unassigned	6,207,448	-
Total Fund Balances	13,457,923	1,899,896
Total Liabilities, Deferred Inflows of Resources and Fund Balances	20,841,426	2,450,091

The notes to the financial statements are an integral part of this statement.

Capital Projects				
Capital Improvement	TIF VII Irving Park/ Church Road	North Industrial TIF District	Nonmajor	Totals
763,020	-	10,687,117	4,241,992	27,838,516
-	-	1,281	45,742	5,290,795
8,543	-	-	131,444	671,305
189	-	10,888	-	14,835
731,746	-	-	-	2,861,853
2,149,619	-	-	-	5,008,642
-	-	-	-	5,626
50,000	-	-	-	421,526
213,914	-	-	-	213,914
3,917,031	-	10,699,286	4,419,178	42,327,012
195,508	200	183,168	272,640	1,865,902
-	-	-	-	308,181
-	-	-	1,398	1,398
-	3,216,023	-	2,236,346	5,452,369
260,257	-	-	117,851	1,552,575
455,765	3,216,223	183,168	2,628,235	9,180,425
-	-	1,281	45,742	5,283,687
455,765	3,216,223	184,449	2,673,977	14,464,112
2,413,533	-	-	-	5,649,708
-	-	10,514,837	2,013,872	17,142,905
-	-	-	904,862	904,862
1,047,733	-	-	586,517	2,934,250
-	(3,216,223)	-	(1,760,050)	1,231,175
3,461,266	(3,216,223)	10,514,837	1,745,201	27,862,900
3,917,031	-	10,699,286	4,419,178	42,327,012

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Reconciliation of Total Governmental Fund Balance to Net Position of Governmental Activities

December 31, 2012

Total Governmental Fund Balances	\$ 27,862,900
 Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	75,376,597
Other assets are not available to pay for current year expenditures and are therefore deferred in the funds:	961,005
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	
Accrued Interest Payable	(1,706,992)
Compensated Absences Payable	(706,039)
Net Pension Obligation Payable	(3,904,814)
Net Other Post-Employment Benefit Obligation Payable	(847,578)
Notes Payable	(3,000,000)
General Obligation/Alternate Revenue Source Bonds Payable - Net	(36,513,203)
Debt Certificates Payable - Net	(13,430,052)
Capital Leases Payable	<u>(196,951)</u>
 Net Position of Governmental Activities	 <u>43,894,873</u>

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds Year Ended December 31, 2012

	General	Debt Service
Revenues		
Taxes	\$ 7,679,868	531,283
Intergovernmental	7,410,894	-
Licenses, Permits and Fees	613,266	-
Charges for Services	3,203,185	-
Fines and Forfeits	789,590	-
Interest	34,947	7,739
Miscellaneous	21,726	-
Total Revenues	19,753,476	539,022
Expenditures		
Current		
General Government	4,476,338	-
Public Safety	5,703,284	-
Public Works	2,416,766	-
Culture and Recreation	2,620,289	-
Community Development	1,107,261	-
Debt Service		
Principal Retirement	70,466	2,905,195
Interest and Fiscal Charges	10,684	947,253
Total Expenditures	16,405,088	3,852,448
Excess (Deficiency) of Revenues Over (Under) Expenditures	3,348,388	(3,313,426)
Other Financing Sources (Uses)		
Disposal of Capital Assets	8,495	-
Debt Issuance	-	5,330,000
Premium on Debt Issuance	-	4,884
Payment to Escrow Agent	-	(5,333,324)
Transfers In	843,000	2,893,790
Transfers Out	(2,022,280)	(609,597)
	(1,170,785)	2,285,753
Net Change in Fund Balances	2,177,603	(1,027,673)
Fund Balances - Beginning	11,280,320	2,927,569
Fund Balances - Ending	13,457,923	1,899,896

The notes to the financial statements are an integral part of this statement.

Capital Projects				
Capital Improvement	TIF VII Irving Park/ Church Road	North Industrial TIF District	Nonmajor	Totals
-	55,393	563,203	1,135,480	9,965,227
4,361,160	-	-	-	11,772,054
407,340	-	-	-	1,020,606
-	-	-	78,811	3,281,996
-	-	-	-	789,590
1,666	8	38,107	8,964	91,431
7,042	-	-	-	28,768
4,777,208	55,401	601,310	1,223,255	26,949,672
-	-	-	-	4,476,338
-	-	-	-	5,703,284
2,485,357	-	-	-	4,902,123
-	-	-	-	2,620,289
-	-	1,471,006	1,979,804	4,558,071
38,468	190,000	-	629,805	3,833,934
2,709	63,919	875,978	748,298	2,648,841
2,526,534	253,919	2,346,984	3,357,907	28,742,880
2,250,674	(198,518)	(1,745,674)	(2,134,652)	(1,793,208)
-	-	-	-	8,495
-	-	-	945,000	6,275,000
-	-	-	26,982	31,866
-	-	-	(971,146)	(6,304,470)
-	214,365	-	1,650,839	5,601,994
(2,127,117)	-	-	-	(4,758,994)
(2,127,117)	214,365	-	1,651,675	853,891
123,557	15,847	(1,745,674)	(482,977)	(939,317)
3,337,709	(3,232,070)	12,260,511	2,228,178	28,802,217
3,461,266	(3,216,223)	10,514,837	1,745,201	27,862,900

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year Ended December 31, 2012

Net Change in Fund Balances - Total Governmental Funds	\$ (939,317)

Amounts reported for governmental activities in the Statement of Activities
are different because:

Governmental funds report capital outlays as expenditures. However, in the
Statement of Activities the cost of those assets is allocated over their estimated
useful lives and reported as depreciation expense.

Capital Outlays	5,028,307
Depreciation Expense	(1,979,016)
Disposals - Net of Accumulated Depreciation	-

Some revenues were not collected for several months after the close of the fiscal year
and therefore, were not considered available and are not reported as revenue
in the governmental funds.

(474,332)

The issuance of long-term debt provides current financial resources to
governmental funds, while the repayment of the principal on long-term
debt consumes the current financial resources of the governmental funds.

Amortization of Bond Discount/Premium and Gain/Loss on Refunding	(51,396)
Deductions to Compensated Absences Payable	51,539
Additions to Net Pension Obligation Payable	(133,704)
Additions to Net Other Post-Employment Benefit Obligation Payable	(190,957)
Accretion on Capital Appreciation Bonds	(159,275)
Issuance of Debt	(6,275,000)
Retirement of Debt	10,028,611

Changes to accrued interest on long-term debt in the Statement of Activities
does not require the use of current financial resources and, therefore, are not
reported as expenditures in the governmental funds.

(67,149)

Changes in Net Position of Governmental Activities

4,838,311

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

**Statement of Net Position - Proprietary Funds
December 31, 2012**

See Following Page

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Net Position - Proprietary Funds December 31, 2012

		Business-Type Activities - Enterprise		
		Utility	Nonmajor	Totals
ASSETS				
Current Assets				
Cash and Investments	\$	9,576,100	367,230	9,943,330
Receivables - Net of Allowances				
Accounts		920,653	169,368	1,090,021
Other		927	-	927
Total Current Assets		10,497,680	536,598	11,034,278
Noncurrent Assets				
Capital Assets				
Nondepreciable		1,447,929	56,722	1,504,651
Depreciable		105,864,054	618,464	106,482,518
Accumulated Depreciation		(45,378,736)	(235,881)	(45,614,617)
		61,933,247	439,305	62,372,552
Other Assets				
Advances to Other Funds		486,727	-	486,727
Total Noncurrent Assets		62,419,974	439,305	62,859,279
Total Assets		72,917,654	975,903	73,893,557

The notes to the financial statements are an integral part of this statements.

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Revenues, Expenses and Changes in Net Position - Proprietary Funds Year Ended December 31, 2012

	Business-Type Activities - Enterprise		
	Utility	Nonmajor	Totals
Operating Revenues			
Charges for Services	\$ 9,769,102	1,540,116	11,309,218
Operating Expenses			
Operations	6,822,012	1,662,215	8,484,227
Depreciation and Amortization	1,579,112	12,602	1,591,714
Total Operating Expenses	8,401,124	1,674,817	10,075,941
Operating Income (Loss)	1,367,978	(134,701)	1,233,277
Nonoperating Revenues (Expenses)			
Interest Income	9,404	-	9,404
Interest Expense	(359,155)	-	(359,155)
	(349,751)	-	(349,751)
Income (Loss) Before Transfers	1,018,227	(134,701)	883,526
Transfers Out	(813,000)	(30,000)	(843,000)
Change in Net Position	205,227	(164,701)	40,526
Net Position - Beginning	63,180,589	998,563	64,179,152
Net Position - Ending	63,385,816	833,862	64,219,678

The notes to the financial statements are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Cash Flows - Proprietary Funds Year Ended December 31, 2012

	Business-Type Activities - Enterprise		
	Utility	Nonmajor	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 10,026,786	1,548,915	11,575,701
Payments to Employees	(1,343,340)	-	(1,343,340)
Payments to Suppliers	(5,494,359)	(1,790,728)	(7,285,087)
	<u>3,189,087</u>	<u>(241,813)</u>	<u>2,947,274</u>
Cash Flows from Noncapital Financing Activities			
Transfers In (Out)	<u>(813,000)</u>	<u>(30,000)</u>	<u>(843,000)</u>
Cash Flows from Capital and Related Financing Activities			
Purchase of Capital Assets	(2,315,176)	-	(2,315,176)
Debt Issuance	5,345,000	-	5,345,000
Debt Repayment	(5,916,953)	-	(5,916,953)
Interest Payments	(359,155)	-	(359,155)
	<u>(3,246,284)</u>	<u>-</u>	<u>(3,246,284)</u>
Cash Flows from Investing Activities			
Interest Received	<u>9,404</u>	<u>-</u>	<u>9,404</u>
Net Change in Cash and Cash Equivalents	(860,793)	(271,813)	(1,132,606)
Cash and Cash Equivalents - Beginning	<u>10,436,893</u>	<u>639,043</u>	<u>11,075,936</u>
Cash and Cash Equivalents - Ending	<u>9,576,100</u>	<u>367,230</u>	<u>9,943,330</u>
Reconciliation of Operating Income to Net Cash Provided			
(Used) by Operating Activities			
Operating Income (Loss)	<u>1,367,978</u>	<u>(134,701)</u>	<u>1,233,277</u>
Adjustments to Reconcile Operating Income to Net Income			
to Net Cash Provided by (Used in) Operating Activities:			
Depreciation and Amortization Expense	1,579,112	12,602	1,591,714
(Increase) Decrease in Current Assets	257,684	8,799	266,483
Increase (Decrease) in Current Liabilities	<u>(15,687)</u>	<u>(128,513)</u>	<u>(144,200)</u>
Net Cash Provided by Operating Activities	<u>3,189,087</u>	<u>(241,813)</u>	<u>2,947,274</u>

The notes to the financial statement are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Net Position - Fiduciary Funds

December 31, 2012

	<u>Police Pension Trust</u>	<u>Agency</u>
ASSETS		
Cash and Cash Equivalents	\$ 78,715	731,649
Investments		
U.S. Government and Agency Securities	2,814,652	-
Insurance Company Contracts	2,035,865	-
Equity Mutual Funds	6,965,463	-
Money Market Mutual Funds	1,758,937	-
Accrued Interest	16,642	-
Prepays	<u>1,583</u>	<u>-</u>
Total Assets	<u>13,671,857</u>	<u>731,649</u>
LIABILITIES		
Accounts Payable	10,411	3,812
Deposits Payable	-	688,995
Other Liabilities	<u>-</u>	<u>38,842</u>
Total Liabilities	<u>10,411</u>	<u>731,649</u>
NET POSITION		
Held in Trust for Pension Benefits	<u><u>13,661,446</u></u>	<u>-</u>

The notes to the financial statement are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Statement of Changes in Net Position - Fiduciary Fund Year Ended December 31, 2012

	Police Pension Trust
Additions	
Contributions - Employer	\$ 821,067
Contributions - Plan Members	308,514
Total Contributions	<u>1,129,581</u>
Investment Income	
Interest Earned	281,944
Net Change in Fair Value	<u>1,001,568</u>
	1,283,512
Less Investment Expenses	<u>(26,736)</u>
Net Investment Income	<u>1,256,776</u>
Total Additions	<u>2,386,357</u>
Deductions	
Administration	35,805
Benefits and Refunds	<u>1,283,080</u>
Total Deductions	<u>1,318,885</u>
Change in Net Position	1,067,472
Net Position Held in Trust for Pension Benefits	
Net Position - Beginning	<u>12,593,974</u>
Net Position - Ending	<u>13,661,446</u>

The notes to the financial statement are an integral part of this statement.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Village of Bensenville (Village) was incorporated on June 25, 1884. The Village is a non-home rule municipality, under the 1970 Illinois Constitution, located in Cook County, Illinois. The Village operates under a Board-Manager form of government and provides the following services as authorized by its charter: public safety (police and emergency management), highway and street, sanitation (water and sewer), health and social services, culture-recreation, public improvements, planning and zoning and general administrative services.

The government-wide financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant of the Village's accounting policies established in GAAP and used by the Village are described below.

REPORTING ENTITY

The Village's financial reporting entity comprises the following:

Primary Government:	Village of Bensenville

In determining the financial reporting entity, the Village complies with the provisions of GASB Statement No. 39, "Determining Whether Certain Organizations are Component Units – an Amendment of GASB Statement No. 14," and includes all component units that have a significant operational or financial relationship with the Village. Based upon the criteria set forth in the GASB Statement No. 39, there are no component units included in the reporting entity.

Police Pension Employees Retirement System

The Village's police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the Village's Mayor, one elected pension beneficiary and two elected police employees constitute the pension board. The participants are required to contribute a percentage of salary as established by state statute and the Village is obligated to fund all remaining PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the Village is authorized to approve the actuarial assumptions used in the determination of contribution levels. Although it is legally separate from the Village, the PPERS is reported as if it were part of the primary Village because its sole purpose is to provide retirement benefits for the Village's police employees. The PPERS is reported as a pension trust fund.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION

Government-Wide Statements

The Village's basic financial statements include both government-wide (reporting the Village as a whole) and fund financial statements (reporting the Village's major funds). Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Village's police safety, highway and street maintenance and reconstruction, building code enforcement, public improvements, economic development, planning and zoning, and general administrative services are classified as governmental activities. The Village's utility, recycling/refuse and commuter parking lot services are classified as business-type activities.

In the government-wide Statement of Net Position, both the governmental and business-type activities columns are: (a) presented on a consolidated basis by column, and (b) reported on a full accrual, economic resource basis, which recognizes all long-term assets/deferred outflows and receivables as well as long-term debt/deferred inflows and obligations.

The Village's net position is reported in three parts: net investment in capital assets; restricted and unrestricted. The Village first utilizes restricted resources to finance qualifying activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Village's functions and business-type activities (general government, public safety, public works, etc.). The functions are supported by general government revenues (property, sales and use taxes, certain intergovernmental revenues, fines, permits and charges for services, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, which include 1) changes to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

The net costs (by function or business-type activity) are normally covered by general revenue (property, sales and use taxes, certain intergovernmental revenues, permits and charges for services, etc.).

The Village does not allocate indirect costs. An administrative service fee is charged by the General Fund to the other operating funds that is eliminated like a reimbursement (reducing the revenue and expense in the General Fund) to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.).

This government-wide focus is more on the sustainability of the Village as an entity and the change in the Village's net position resulting from the current year's activities.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements

The financial transactions of the Village are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprise its assets/deferred outflows, liabilities/deferred inflows, reserves, fund equity, revenues and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. The emphasis in fund financial statements is on the major funds in either the governmental or business-type activities categories.

Nonmajor funds by category are summarized into a single column. GASB Statement No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The Village electively added funds, as major funds, which either have debt outstanding or a specific community focus. The nonmajor funds are combined in a column in the fund financial statements. A fund is considered major if it is the primary operating fund of the Village or meets the following criteria:

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of that individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type; and

Total assets/deferred outflows, liabilities/deferred inflows, revenues, or expenditures/expenses of the individual governmental fund or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined.

The various funds are reported by generic classification within the financial statements. The following fund types are used by the Village:

Governmental Funds

The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Village:

General fund is the general operating fund of the Village. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is a major fund.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Governmental Funds – Continued

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The Village maintains one special revenue fund.

Debt service funds are used to account for the accumulation of funds for the periodic payment of principal and interest on general long-term debt. The Debt Service Fund is treated as a major fund.

Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by business-type/proprietary funds). The Village maintains seventeen capital projects funds. The Capital Improvement Fund, a major fund, is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed through TIF capital projects funds or proprietary funds. The TIF VII Irving Park/Church Road Fund, also a major fund, is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the TIF VII district. The North Industrial TIF District Fund, also a major fund, is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the North Industrial TIF district.

Proprietary Funds

The focus of proprietary fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. The following is a description of the proprietary funds of the Village:

Enterprise funds are required to account for operations for which a fee is charged to external users for goods or services and the activity is (a) financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges, or (c) establishes fees and charges based on a pricing policy designed to recover similar costs. The Village maintains three enterprise funds. The Utility Fund, a major fund, is used to account for all resources needed to produce and distribute water to Bensenville residents and businesses. In addition this fund accounts for the resources needed to collect and treat wastewater as well as maintenance of the Village's stormwater drainage system. Revenues are generated through charges to users based upon water consumption.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

BASIS OF PRESENTATION – Continued

Fund Financial Statements – Continued

Fiduciary Funds

Fiduciary funds are used to report assets held in a trustee or agency capacity by the Village for others and therefore are not available to support Village programs. The reporting focus is on net position and changes in net position and is reported using accounting principles similar to proprietary funds.

Pension trust funds are used to account for assets held in a trustee capacity by the Village for pension benefit payments. The Police Pension Fund accounts for the accumulation of resources to pay pension costs. Resources are contributed by police force members at rates fixed by state statutes and by the government through an annual property tax levy.

Agency funds are used to account for assets held by the Village in a purely custodial capacity. The Escrow and Deposits Fund is used to account for monies received from individuals or private organizations and held by the Village in a refundable deposit nature. The money is refunded when the improvements have been completed and approved.

The Village's fiduciary funds are presented in the fiduciary fund financial statements by type (pension trust and agency). Since by definition these assets are being held for the benefit of a third party (other local governments, private parties, pension participants, etc.) and cannot be used to address activities or obligations of the Village, these funds are not incorporated into the government-wide statements.

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

Measurement focus is a term used to describe "which" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

On the government-wide Statement of Net Position and the Statement of Activities, both governmental and business-like activities are presented using the economic resources measurement focus as defined below.

In the fund financial statements, the "current financial resources" measurement focus or the "economic resources" measurement focus is used as appropriate.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Measurement Focus – Continued

All governmental funds utilize a “current financial resources” measurement focus. Only current financial assets/deferred outflows and liabilities/deferred inflows are generally included on their balance sheets. Their operating statements present sources and uses of available spendable financial resources during a given period. These funds use fund balance as their measure of available spendable financial resources at the end of the period.

All proprietary and pension trust funds utilize an “economic resources” measurement focus. The accounting objectives of this measurement focus are the determination of operating income, changes in net position (or cost recovery), financial position, and cash flows. All assets/deferred outflows and liabilities/deferred inflows (whether current or noncurrent) associated with their activities are reported. Proprietary and pension trust fund equity is classified as net position.

Agency funds are not involved in the measurement of results of operations; therefore, measurement focus is not applicable to them.

Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, both governmental and business-like activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability/deferred inflows is incurred or economic asset used. Revenues, expenses, gains, losses, assets/deferred outflows, and liabilities/deferred inflows resulting from exchange and exchange-like transactions are recognized when the exchange takes place.

In the fund financial statements, governmental funds are presented on the modified accrual basis of accounting. Under this modified accrual basis of accounting, revenues are recognized when “measurable and available.” Measurable means knowing or being able to reasonably estimate the amount. Available means collectible within the current period or within sixty days after year-end. The Village recognizes property taxes when they become both measurable and available in accordance with GASB Codification Section P70.

A sixty day availability period is used for revenue recognition for all other governmental fund revenues. Income tax will exceed the sixty day recognition period due to the State of Illinois and the long delay with releasing these funds. Expenditures (including capital outlay) are recorded when the related fund liability is incurred, except for general obligation bond principal and interest which are recognized when due.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

MEASUREMENT FOCUS AND BASIS OF ACCOUNTING – Continued

Basis of Accounting – Continued

In applying the susceptible to accrual concept under the modified accrual basis, those revenues susceptible to accrual are property taxes, sales and use taxes, franchise taxes, licenses, interest revenue, and charges for services. All other revenues are not susceptible to accrual because generally they are not measurable until received in cash.

All proprietary, pension trust and agency funds utilize the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or economic asset used.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Village's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY

Cash and Investments

Cash and cash equivalents on the Statement of Net Position are considered to be cash on hand, demand deposits, and cash with fiscal agent. For the purpose of the proprietary funds "Statement of Cash Flows," cash and cash equivalents are considered to be cash on hand, demand deposits, cash with fiscal agent, and all highly liquid investments with an original maturity of three months or less.

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on national exchanges are valued at the last reported sales price. Investments that do not have any established market, if any, are reported at estimated fair value.

Interfund Receivables, Payables and Activity

Interfund activity is reported as loans, services provided, reimbursements or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Receivables

In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable. Major receivables balances for governmental activities include property taxes, sales and use taxes, franchise taxes, and grants. Business-type activities report charges for services as their major receivables.

Prepays/Inventories – Land Held for Resale

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaids in both the government-wide and fund financial statements. Prepays/inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund-type prepaids/inventories are recorded as expenditures when consumed rather than when purchased.

Capital Assets

Capital assets purchased or acquired with an original cost of \$5,000 to \$50,000 (see following chart) or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. General capital assets are long-lived assets of the Village as a whole. Infrastructure such as streets, traffic signals and signs are capitalized. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by the governmental activities) the government chose to include all such items regardless of their acquisition date. The valuation basis for general capital assets are historical cost, or where historical cost is not available, estimated historical cost based on replacement costs.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation bases for proprietary fund capital assets are the same as those used for the general capital assets. Donated capital assets are capitalized at estimated fair market value on the date donated.

Depreciation on all assets is computed and recorded using the straight-line method of depreciation over the following estimated useful lives:

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Capital Assets – Continued

Capital Asset	Capitalized Threshold	Estimated Useful Life
Land	\$ 25,000	N/A
Building and Improvements	15,000	3 - 50 Years
Furniture, Machinery and Equipment	5,000	3 - 10 Years
Vehicles	5,000	3 - 10 Years
Infrastructure - Street Network	50,000	30 - 100 Years
Infrastructure - Water Network	50,000	30 - 100 Years
Infrastructure - Sanitary Sewer	25,000	30 - 100 Years
Infrastructure - Storm Sewer	25,000	30 - 100 Years

Compensated Absences

The Village accrues accumulated unpaid vacation and associated employee-related costs when earned (or estimated to be earned) by the employee. In accordance with GASB Statement No. 16, no liability is recorded for nonvesting accumulation rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulated sick leave that is estimated to be taken as “terminal leave” prior to retirement. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type Statement of Net Position. Bond premiums and discounts, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenditures/expenses at the time of issuance.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

ASSETS/DEFERRED OUTFLOWS, LIABILITIES/DEFERRED INFLOWS, AND NET POSITION OR EQUITY – Continued

Net Position

In the government-wide financial statements, equity is classified as net position and displayed in three components:

Net investment in capital assets—Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted—Consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislations.

Unrestricted—All other net position balances that do not meet the definition of “restricted” or “net investment in capital assets.”

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

BUDGETARY INFORMATION

Annual budgets are adopted. The budget is amended by the Board of Trustees. All annual appropriations lapse at fiscal year-end.

Annually, the Village Manager submits to the Village Board a proposed operating budget for the fiscal year. The operating budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain taxpayer comments. Prior to the first day of the fiscal year, the budget is legally enacted through passage of an ordinance. Formal budgetary integration is employed as a management control device for the majority of Village funds.

The Village is authorized to change budgeted amounts with any fund. Revisions that impact the total amount appropriated within a fund must be approved by two-thirds of the members of the Village Board. No revisions can be made increasing the budget unless funding is available for the purpose of the revisions. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level. The appropriated budget is prepared by fund, function, and department. The Village Manager is authorized to transfer budget amounts between departments within any fund; however, the Village Board must approve revisions that alter the total expenditures of any fund.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY – Continued

BUDGETARY INFORMATION – Continued

The budget was approved on December 14, 2011, and no supplementary appropriations were necessary.

Budgets are legally adopted for all funds except for the Unincorporated Utility, Special Service Area 1, Special Service Area 2, Fleet Sinking, Police Pension and the Escrow and Deposits Funds.

EXCESS OF ACTUAL EXPENDITURES/EXPENSES OVER BUDGET IN INDIVIDUAL FUNDS

The following funds had an excess of actual expenditures/expenses, exclusive of depreciation, over budget as of the date of this report:

<u>Fund</u>	<u>Excess</u>
TIF VI Route 83/Thorndale	\$ 27,040
Recycling and Refuse	36,131

DEFICIT FUND EQUITY

The following funds had deficit fund equity as of the date of this report:

<u>Fund</u>	<u>Deficit</u>
TIF VII Irving Park/Church Road	\$ 3,216,222
Special Service Area #9	780,704
TIF IV Grand Ave/Sexton	378,219
TIF XI Grand Ave/York Road	601,127

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS

DEPOSITS AND INVESTMENTS

The Village maintains a cash and investment pool that is available for use by all funds except the pension trust fund. Each fund type's portion of this pool is displayed on the financial statements as "cash and investments." In addition, investments are separately held by several of the Village's funds. The deposits and investments of the pension trust fund are held separately from those of other funds.

Permitted Deposits and Investments – Statutes authorize the Village to make deposits/invest in commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, obligations of States and their political subdivisions, credit union shares, repurchase agreements, commercial paper rated within the three highest classifications by at least two standard rating services and Illinois Funds.

The deposits and investments of the Pension Fund are held separately from those of other Village funds. Statutes authorize the Pension Fund to make deposits/invest in interest bearing direct obligations of the United States of America; obligations that are fully guaranteed or insured as to the payment of principal and interest by the United States of America; bonds, notes, debentures, or similar obligations of agencies of the United States of America; savings accounts or certificates of deposit issued by banks or savings and loan associations chartered by the United States of America or by the State of Illinois, to the extent that the deposits are insured by the agencies or instrumentalities of the federal government; State of Illinois Bonds; pooled accounts managed by the Illinois Public Treasurer, or by banks, their subsidiaries or holding companies, in accordance with the laws of the State of Illinois; bonds or tax anticipation warrants of any county, township, or municipal corporation of the State of Illinois direct obligations of the State of Israel; money market mutual funds managed by investment companies that are registered under the federal Investment Company Act of 1940 and the Illinois Securities Law of 1953 and are diversified, open-ended management investment companies, provided the portfolio is limited to specified restrictions; general accounts of life insurance companies and separate accounts of life insurance companies provided the investment in separate accounts does not exceed ten percent of the pension fund's net assets. Pension funds of at least 5 million that have appointed an investment advisor may, through that investment advisor, invest up to thirty-five percent of the plan's net position in common and preferred stocks that meet specific restrictions.

Illinois Funds is an investment pool managed by the Illinois public Treasurer's Office which allows governments within the State to pool their funds for investment purposes. Although not registered with the SEC, Illinois Funds operate in a manner consistent with Rule 2a7 of the Investment Company Act of 1940. Investments in Illinois Funds are valued at the share price, the price for which the investment could be sold.

Village Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Village's deposits for governmental and business-type activities totaled \$35,274,321 and the bank balances totaled \$35,294,397.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Village Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Investments. At year-end, the Village has the following investments and maturities:

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
Government National Mortgage Assn.	\$ 1,125	1,125	-	-	-
Illinois Funds	2,506,400	2,506,400	-	-	-
	2,507,525	2,507,525	-	-	-

Interest Rate Risk. Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Village's investment policy limits interest rate risk by limiting the life of the investment to under one year unless there is a specific cash flow need. Then it will allow for an investment greater than one year. At year-end, the Village's investment in the Illinois Funds has an average maturity of less than one year.

Credit Risk. Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. State Statutes limit the investments in commercial paper on the top three ratings of two nationally recognized statistical rating organizations (NRSRO's). At year-end, the Village's investment in the Illinois Funds is rated AAAm by Standard & Poor's and the Government National Mortgage Assn. security is not rated.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the Village's deposits may not be returned to it. The Village's investment policy limits the exposure to deposit custodial credit risk by requiring all deposits in excess of FDIC insurable limits to be secured with collateralization pledged by the applicable financial institution. At year end, all deposits are collateralized.

For an investment, this is the risk that in the event of the failure of the counterparty, the Village will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The Village's investment policy requires all securities to be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts. At year-end, the Village's investment in the Illinois Fund is noncategorizable.

Concentration Risk. This is the risk of loss attributed to the magnitude of the Village's investment in a single issuer. The Village's investment policy does not address concentration risk. At year-end, the Village's investment in the Illinois Funds represents more than 5 percent of the total cash and investment portfolio.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk

Deposits. At year-end, the carrying amount of the Fund's deposits totaled \$78,715 and the bank balances totaled \$79,429.

Investments. The Fund assumes any callable securities will not be called. At year-end, the Fund has the following investments and maturities:

Investment Type	Investment Maturities (in Years)				
	Fair Value	Less Than 1	1 to 5	6 to 10	More Than 10
Government National Mortgage Assn.	\$ 2,462,779	-	2,397	677	2,459,705
Federal Home Loan Mortgage Corp.	351,873	-	-	-	351,873
Money Market Mutual Funds	1,758,937	1,758,937	-	-	-
	4,573,589	1,758,937	2,397	677	2,811,578

Interest Rate Risk. In accordance with the Fund's investment policy, the Fund limits its exposure to interest rate risk by "structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity."

Credit Risk. The Fund helps limit its exposure to credit risk by primarily investing in securities issued by the United States Government and/or its agencies that are implicitly guaranteed by the United States Government. The Fund's investment policy establishes criteria for allowable investments; those criteria follow the requirements of the Illinois Pension Code. Credit rating for investments in the securities of the U.S. Government Agencies were not available; however, they have an implied triple A credit rating. In August 2011, U.S. Treasury and government agency security ratings were downgraded by Standard & Poor's rating agency to AA+. Unrated investments are listed below:

Investment Type	Par Value	Interest Rate	Maturity Date
Federal Home Loan Mortgage Corp.	\$ 344,520	3.00%	March 15, 2042

The Fund's investment policy also prescribes to the "prudent person" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the primary objective of safety as well as the secondary objective of the attainment of market rates of return."

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

DEPOSITS AND INVESTMENTS – Continued

Police Pension Fund Interest Rate Risk, Credit Risk, Custodial Credit Risk and Concentration Risk – Continued

Custodial Credit Risk. At December 31, 2012, the entire amount of the bank balance of deposits was covered by federal depository or equivalent insurance. The Fund's investment policy does not require pledging of collateral for all bank balances in excess of federal depository insurance, since flow-through FDIC insurance is available for the Fund's deposits with financial institutions. Money market mutual funds and equity mutual funds are not subject to custodial credit risk. Although the Fund's investment policy does not require a third-party custodian, the Fund limits its exposure by requiring the investment broker/custodian to acquire an excess SIPC policy to provide sufficient account protection equal to the amount of total net equity of securities held in custody.

Concentration Risk. The Fund's investment policy specifies an investment with, or in, any one institution shall be limited to the sum of 10% of the Fund's portfolio. At December 31, 2012 the Fund has over 5% of plan net assets invested in the following:

Vanguard Mutual Fund	\$	3,279,962
ING Insurance		993,490
Jackson National Life Insurance		642,572

The Fund has diversified its insurance contract and equity mutual fund holdings as follows:

ING Insurance	\$	993,490
Jackson National Life Insurance		642,572
Allianz Index Insurance		399,803
Vanguard		3,279,962
American Amcap		534,785
Fundamental Investment Income		517,142
Washington		376,480
Growth Fund of America		360,656
Investment Company of America		362,631
American		357,056
New Perspective		342,823
New Economy		181,787
Capital World Growth and Income		171,032
Small Cap World		160,704
New World Income		161,221
Europacific Growth		159,184

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

PROPERTY TAXES

Property taxes for 2012 attach as an enforceable lien on January 1, 2012, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and are payable in two installments, on or about March 1, 2013, and October 1, 2013. The County collects such taxes and remits them periodically.

CAPITAL ASSETS

Governmental Activities

Governmental capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 8,113,672	-	-	8,113,672
Construction in Progress	10,284,453	4,499,556	98,000	14,686,009
	<u>18,398,125</u>	<u>4,499,556</u>	<u>98,000</u>	<u>22,799,681</u>
Depreciable Capital Assets				
Infrastructure	39,532,956	160,665	-	39,693,621
Building and Improvements	34,344,996	124,935	-	34,469,931
Machinery and Equipment	5,389,254	80,039	-	5,469,293
Furniture	178,045	-	-	178,045
Vehicles	1,049,794	261,112	65,668	1,245,238
	<u>80,495,045</u>	<u>626,751</u>	<u>65,668</u>	<u>81,056,128</u>
Less Accumulated Depreciation				
Infrastructure	7,688,806	519,610	-	8,208,416
Building and Improvements	13,289,642	1,062,688	-	14,352,330
Machinery and Equipment	4,595,574	293,912	-	4,889,486
Furniture	160,632	8,127	-	168,759
Vehicles	831,210	94,679	65,668	860,221
	<u>26,565,864</u>	<u>1,979,016</u>	<u>65,668</u>	<u>28,479,212</u>
Total Net Depreciable Capital Assets	<u>53,929,181</u>	<u>(1,352,265)</u>	<u>-</u>	<u>52,576,916</u>
Total Net Capital Assets	<u>72,327,306</u>	<u>3,147,291</u>	<u>98,000</u>	<u>75,376,597</u>

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Governmental Activities – Continued

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 347,420
Public Safety	142,247
Public Works	662,449
Culture and Recreation	826,900
	<u>1,979,016</u>

Business-Type Activities

Business-type capital asset activity for the year was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Nondepreciable Capital Assets				
Land	\$ 1,504,651	-	-	1,504,651
Construction in Progress	628,268	1,814,333	-	2,442,601
	<u>2,132,919</u>	<u>1,814,333</u>	<u>-</u>	<u>3,947,252</u>
Depreciable Capital Assets				
Infrastructure	53,886,137	170,167	-	54,056,304
Building and Improvements	8,488,325	-	-	8,488,325
Furniture	7,759	-	-	7,759
Machinery and Equipment	7,541,540	315,521	-	7,857,061
Vehicles	1,169,752	15,155	-	1,184,907
Wells and Reservoirs	1,830,245	-	-	1,830,245
Trans. and Distribution Lines	30,615,316	-	-	30,615,316
	<u>103,539,074</u>	<u>500,843</u>	<u>-</u>	<u>104,039,917</u>

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

CAPITAL ASSETS – Continued

Business-Type Activities – Continued

	Beginning Balances	Increases	Decreases	Ending Balances
Less Accumulated Depreciation				
Infrastructure	\$ 17,424,097	571,672	-	17,995,769
Building and Improvements	5,748,740	201,240	-	5,949,980
Furniture	7,759	-	-	7,759
Machinery and Equipment	6,062,703	166,666	-	6,229,369
Vehicles	951,682	33,772	-	985,454
Wells and Reservoirs	794,712	21,893	-	816,605
Trans. and Distribution Lines	13,100,830	528,851	-	13,629,681
	<u>44,090,523</u>	<u>1,524,094</u>	<u>-</u>	<u>45,614,617</u>
Total Net Depreciable Capital Assets	<u>59,448,551</u>	<u>(1,023,251)</u>	<u>-</u>	<u>58,425,300</u>
Total Net Capital Assets	<u>61,581,470</u>	<u>791,082</u>	<u>-</u>	<u>62,372,552</u>

Depreciation expense was charged to business-type activities as follows:

Utility	\$ 1,511,492
Commuter Parking Lot	<u>12,602</u>
	<u>1,524,094</u>

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund Advances

Interfund advances as of the date of this report are as follows:

Receivable Fund	Payable Fund	Amount
General Fund	TIF VII Irving Park/Church Road	\$ 2,859,023
Capital Improvement	TIF VII Irving Park/Church Road	357,000
Capital Improvement	Nonmajor Governmental	1,749,619
Capital Improvement	Utility	43,000
Utility	Nonmajor Governmental	486,727
		<u>5,495,369</u>

Interfund advances exist due to deficit cash positions in the comingled checking account in may funds. These amounts will be paid over several years.

Interfund Transfers

Interfund transfers for the year consisted of the following:

Transfers In	Transfers Out	Amount
General Fund	Utility	\$ 813,000
General Fund	Nonmajor Business-Type	30,000
Debt Service	General	2,022,280
Debt Service	Capital Improvement	871,510
TIF VII Irving Park/Church Road	Capital Improvement	214,365
Nonmajor Governmental	Debt Service	609,597
Nonmajor Governmental	Capital Improvement	1,041,242
		<u>5,601,994</u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT

Notes Payable

The Village enters into notes payable to provide funds for TIF redevelopment costs. The notes are to be paid solely from TIF funds. Notes payable currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
Real Estate Opportunity Corporation Note Payable of 2001, due in one installment of \$1,000,000 plus interest at 8.00% on February 20, 2024.	TIF VI Route 83/ Thorndale	\$ 1,000,000	-	-	1,000,000
U.S. Cellular Note Payable of 2001, due in one installment of \$2,000,000 plus interest at 8.00% on February 20, 2024.	TIF VI Route 83/ Thorndale	2,000,000	-	-	2,000,000
		3,000,000	-	-	3,000,000

General Obligation/Alternate Revenue Sources Bonds

The Village issues general obligation/alternate revenue source bonds to provide funds for the acquisition and construction of major capital facilities, to pay principal and interest on other outstanding bonds, and to finance corporate purpose projects of the Village. General obligation/alternate revenue source bonds have been issued for governmental activities and business-type activities. General obligation/alternate revenue source bonds are direct obligations and pledge the full faith and credit of the Village. General obligation/alternate revenue source bonds currently outstanding are as follows:

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 1998, due in annual installments of \$150,000 plus interest at 4.25% through May 1, 2014.	Utility	\$ 1,350,000	-	950,000 * 100,000	300,000

*Refunded

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation/Alternate Revenue Source Bonds – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 1998A, due in one payment of \$240,000 plus interest at 4.40% on May 1, 2013.	Utility	\$ 950,000	-	380,000 * 330,000	240,000
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2001A, due in annual installments of \$30,000 to \$35,000 plus interest at 5.10% to 5.15% through May 1, 2014.	Utility	780,000	-	705,000 * 10,000	65,000
General Obligation Bonds of 2002A, due in annual installments of \$70,000 to \$250,000 plus interest at 3.00% to 5.35% through December 30, 2021.	Debt Service	1,745,000	-	1,745,000 * -	-
General Obligation (Alternate Revenue Source) Bonds of 2002B, due in annual installments of \$50,000 to \$130,000 plus interest at 3.60% to 5.30% through December 30, 2020.	TIF IV Grand Ave/ Sexton	1,005,000	-	925,000 * 80,000	-
Waterworks and Sewerage Revenue Refunding Bonds of 2003, due in annual installments of \$110,000 to \$290,000 plus interest at 2.10% to 5.00% through November 1, 2014.	Utility	430,000	-	155,000	275,000

*Refunded

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation/Alternate Revenue Source Bonds – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Capital Appreciation Bonds of 2003A, due in annual installments of \$165,000 to \$425,000 including interest at 4.40% to 5.80% through December 30, 2022.	Debt Service	\$ 1,445,402	159,275	1,439,677 * 165,000	-
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2003G, due in annual installments of \$75,000 to \$150,000 plus interest at 4.00% to 4.55% through May 1, 2016.	Utility	2,025,000	-	1,500,000 * 25,000	500,000
General Obligation (Alternate Revenue Source) Bonds of 2004D, due in annual installments of \$165,000 to \$310,000 plus interest at 2.50% to 5.25% through December 1, 2023.	Debt Service	2,955,000	-	195,000	2,760,000
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2004E, due in annual installments of \$25,000 to \$445,000 plus interest at 4.25% to 5.00% through May 1, 2021.	Utility	3,350,000	-	1,700,000 * 25,000	1,625,000
General Obligation Limited Tax Refunding Bonds of 2009, due in annual installments of \$175,000 to \$500,000 plus interest at 2.50% to 3.40% through December 30, 2017.	Debt Service TIF IV Grand Ave/ Sexton	1,564,840 1,275,160	 -	245,195 199,805	1,319,645 1,075,355

*Refunded

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation/Alternate Revenue Source Bonds – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation (Alternate Revenue Source) Bonds of 2011A, due in annual installments of \$100,000 to \$3,410,000 plus interest at 3.00% to 5.00% through December 15, 2030.	North Industrial TIF District	\$ 17,975,000	-	-	17,975,000
General Obligation (Alternate Revenue Source) Bonds of 2011B, due in annual installments of \$205,000 to \$575,000 plus interest at 2.00% to 5.00% through December 30, 2030.	Special Service Areas #3 - #8	7,205,000	-	205,000	7,000,000
General Obligation (Alternate Revenue Source) Refunding Revenue Bonds of 2011C, due in annual installments of \$75,000 to \$195,000 plus interest at 2.00% to 4.00% through December 30, 2020.	TIF VII Irving Park/ Church Road	1,380,000	-	75,000	1,305,000
General Obligation (Alternate Revenue Source) Refunding Revenue Bonds of 2011D, due in annual installments of \$90,000 to \$595,000 plus interest at 2.00% to 4.00% through December 30, 2020.	TIF IV Grand Ave/ Sexton	1,630,000	-	90,000	1,540,000
General Obligation Refunding Bonds of 2012A, due in annual installments of \$50,000 to \$230,000 plus interest at 2.00% to 3.00% through December 30, 2021.	Debt Service	-	1,730,000	-	1,730,000

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

General Obligation/Alternate Revenue Source Bonds – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation (Alternate Revenue Source) Refunding Bonds of 2012B, due in annual installments of \$105,000 to \$125,000 plus interest at 2.00% to 3.00% through December 30, 2020.	TIF IV Grand Ave/ Sexton	\$ -	945,000	-	945,000
General Obligation (Alternate Revenue Source) Refunding Bonds of 2012C, due in annual installments of \$120,000 to \$390,000 plus interest at 2.00% to 4.00% through December 30, 2022.	Debt Service	-	1,400,000	-	1,400,000
General Obligation (Waterworks and Sewerage Alternate Revenue Source) Refunding Bonds of 2012E, due in annual installments of \$285,000 to \$870,000 plus interest at 2.00% to 3.00% through May 1, 2023.	Utility	-	5,345,000	-	5,345,000
		47,065,402	9,579,275	10,294,677	45,400,000

Debt Certificates

The Village issues debt certificates to provide funds for the acquisition and construction of major capital facilities. Debt certificates have been issued for governmental activities. Debt certificates currently outstanding are as follows:

VILLAGE OF BENSENVILLE, ILLINOIS**Notes to the Financial Statements
December 31, 2012****NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued****LONG-TERM DEBT – Continued****Debt Certificates – Continued**

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Debt Certificates of 2003C, due in annual installments of \$85,000 to \$120,000 plus interest at 1.60% to 4.40% through December 1, 2013.	TIF VII Irving Park/ Church Road	\$ 235,000	-	115,000	120,000
General Obligation Debt Certificates of 2003D, due in annual installments of \$95,000 to \$240,000 plus interest at 3.00% to 4.40% through December 1, 2012.	Debt Service	240,000	-	240,000	-
General Obligation Taxable Debt Refunding Certificates of 2004B, due in annual installments of \$220,000 to \$1,220,000 plus interest at 3.20% to 6.08% through June 1, 2018.	Debt Service	7,220,000	-	865,000	6,355,000
General Obligation Debt Certificates of 2005, due in annual installments of \$35,000 to \$210,000 plus interest at 2.50% to 4.60% through December 15, 2021.	TIF V Heritage Square	970,000	-	55,000	915,000
Taxable General Obligation Limited Tax Debt Certificates of 2006A, due in annual installments of \$80,000 to \$990,000 plus interest at 5.55% to 5.80% through April 1, 2015.	Debt Service	2,880,000	-	880,000	2,000,000

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Debt Certificates – Continued

Issue	Fund Debt Retired by	Beginning Balances	Issuances	Retirements	Ending Balances
General Obligation Limited Tax Debt Certificates of 2006B, due in annual installments of \$970,000 to \$1,095,000 plus interest at 5.00% through April 1, 2016.	Debt Service	\$ 2,065,000	-	-	2,065,000
General Obligation Refunding Debt Certificates of 2008B, due in annual installments of \$250,000 to \$700,000 plus interest at 5.00% to 7.00% through December 1, 2012.	Debt Service	2,365,000	-	2,085,000 * 280,000	-
General Obligation Refunding Debt Certificates of 2012D, due in annual installments of \$35,000 to \$510,000 plus interest at 2.50% to 3.10% through December 1, 2017.	Debt Service	-	2,200,000	35,000	2,165,000
		15,975,000	2,200,000	4,555,000	13,620,000

*Refunded

Capital Leases

The Village has entered into lease agreements as lessee for financing the acquisition of equipment. Capital assets of \$874,474 have been added to machinery and equipment as a result of these capital leases. These lease agreements qualify as capital leases for accounting purposes and; therefore, have been recorded at the present value of the future minimum lease payments as of the inception date. The capital leases have been recorded as liabilities of the Governmental Activities and the Utility Fund.

The future minimum lease payments and the net present value of these minimum lease payments are as follows:

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Capital Leases – Continued

Fiscal Year	Governmental Activities	Business-Type Activities	Total Lease Payments
2013	\$ 113,756	44,335	158,091
2014	70,279	44,336	114,615
2015	14,504	29,769	44,273
2016	9,924	23,161	33,084
	208,462	141,601	350,063
Interest Portion	(11,511)	(11,510)	(23,021)
Principal Balance	196,951	130,091	327,042

Long-Term Liability Activity

Changes in long-term liabilities during the fiscal year were as follows:

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Governmental Activities					
Compensated Absences	\$ 757,578	51,539	103,078	706,039	141,208
Net Pension Obligation	3,771,110	133,704	-	3,904,814	-
Net Other Post-Employment Benefit Obligation	656,621	190,957	-	847,578	-
Notes Payable	3,000,000	-	-	3,000,000	-
General Obligation/Alternate					
Revenue Source Bonds	38,180,402	4,234,275	5,364,677	37,050,000	1,480,000
Less: Discount/Premium	(224,900)	123,822	(21,613)	(79,465)	-
Less: Gain/Loss on Refunding	(438,220)	(99,918)	(80,806)	(457,332)	-
Debt Certificates	15,975,000	2,200,000	4,555,000	13,620,000	2,410,000
Less: Discount/Premium	(107,329)	(15,073)	(54,509)	(67,893)	-
Less: Gain/Loss on Refunding	(7,692)	(135,617)	(21,254)	(122,055)	-
Capital Leases Payable	305,885	-	108,934	196,951	106,106
	61,868,455	6,683,689	9,953,507	58,598,637	4,137,314

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Long-Term Liability Activity – Continued

Type of Debt	Beginning Balances	Additions	Deductions	Ending Balances	Amounts Due within One Year
Business-Type Activities					
Compensated Absences	\$ 103,089	37,174	18,587	121,676	24,335
General Obligation/Alternate					
Revenue Source Bonds	8,885,000	5,345,000	5,880,000	8,350,000	685,000
Less: Discount/Premium	(52,271)	126,473	(31,512)	105,714	-
Less: Gain/Loss on Refunding	(60,202)	(246,688)	(36,108)	(270,782)	-
Capital Leases Payable	167,044	-	36,953	130,091	38,801
	9,042,660	5,261,959	5,867,920	8,436,699	748,136

For the governmental activities, the compensated absences, the net pension obligation, and the net other post-employment benefit obligation are generally liquidated by the General Fund. The TIF VI Route 83/Thorndale Fund makes payment on the notes payable. General obligation/alternate revenue source bonds are being liquidated by the Debt Service Fund, the TIF VII Irving Park/Church Road, the North Industrial TIF District, the Special Service Areas #3, #5, #6, #7, #8, and the TIF IV Grand Ave/Sexton Funds. Payments on the Debt Certificates are being made by the Debt Service, the TIF VII Irving Park/Church Road, and the TIF V Heritage Square Funds.

For the business-type activities, the Utility Fund liquidates compensated absences and general obligation/alternate revenue source bonds, and capital leases.

VILLAGE OF BENSENVILLE, ILLINOIS**Notes to the Financial Statements
December 31, 2012****NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued****LONG-TERM DEBT – Continued****Debt Service Requirements to Maturity**

The annual debt service requirements to maturity, including principal and interest, are as follows:

Fiscal Year	Governmental Activities					
	Notes Payable		General Obligation Bonds		Debt Certificates	
	Principal	Interest	Principal	Interest	Principal	Interest
2013	\$ -	-	1,480,000	1,606,330	2,410,000	672,726
2014	-	-	1,635,000	1,545,183	2,410,000	549,189
2015	-	-	1,810,000	1,498,083	2,615,000	427,905
2016	-	-	1,850,000	1,445,553	2,650,000	296,799
2017	-	-	1,860,000	1,390,479	1,735,000	189,316
2018	-	-	1,400,000	1,327,219	1,300,000	100,362
2019	-	-	1,485,000	1,272,806	90,000	22,666
2020	-	-	2,085,000	1,214,806	200,000	18,660
2021	-	-	1,250,000	1,135,774	210,000	9,660
2022	-	-	1,560,000	1,083,944	-	-
2023	-	-	1,700,000	1,010,582	-	-
2024	3,000,000	7,039,707	1,615,000	926,356	-	-
2025	-	-	1,685,000	852,806	-	-
2026	-	-	1,860,000	768,556	-	-
2027	-	-	2,440,000	680,782	-	-
2028	-	-	3,465,000	560,618	-	-
2029	-	-	3,885,000	389,300	-	-
2030	-	-	3,985,000	197,094	-	-
Total	3,000,000	7,039,707	37,050,000	18,906,271	13,620,000	2,287,283

VILLAGE OF BENSENVILLE, ILLINOIS

**Notes to the Financial Statements
December 31, 2012**

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Debt Service Requirements to Maturity – Continued

Fiscal Year	Business-Type Activities	
	General Obligation	
	Bonds	
	Principal	Interest
2013	\$ 685,000	261,290
2014	730,000	227,825
2015	670,000	205,784
2016	690,000	186,538
2017	710,000	168,646
2018	725,000	150,256
2019	780,000	126,316
2020	810,000	98,160
2021	840,000	67,516
2022	840,000	38,700
2023	870,000	13,050
Total	8,350,000	1,544,081

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Defeased Debt

In the current year, the Village issued \$1,825,000 par value General Obligation Refunding (Alternate Revenue Source) Bonds of 2012A to refund \$1,745,000 of the General Obligation Bonds of 2002A, \$1,000,000 par value General Obligation (Alternate Revenue Source) Refunding Bonds of 2012B to refund \$925,000 of the General Obligation (Alternate Revenue Source) Bonds of 2002A, \$1,515,000 par value General Obligation (Alternate Revenue Source) Refunding Bonds of 2012C to refund \$1,439,677 of the General Obligation Capital Appreciation Bonds of 2003A, \$2,300,000 par value General Obligation Refunding Debt Certificates of 2012D to refund \$2,085,000 of the General Obligation Refunding Debt Certificates of 2008B, and \$6,000,000 par value General Obligation (Alternate Revenue Source) Refunding Bonds of 2012E to refund \$950,000 of the General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 1998, \$380,000 of the General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 1998A, \$705,000 of the General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2001A, \$1,500,000 of the General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2003G and \$1,700,000 of the General Obligation (Alternate Revenue Source) Bonds of 2004E,. The Village defeased bonds by placing the proceeds of the new bonds in an irrevocable trust to provide for all future debt service payment of the old bonds. Since the requirements that normally satisfy defeasance have been met, the financial statements reflect satisfaction of the original liability through the irrevocable transfer to an escrow agent of an amount computed to be adequate to meet the future debt service requirements of the issue. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the government's basic financial statements. Through these refundings, the Village reduced its total debt service by \$1,492,105 and obtained an economic gain of \$1,279,737.

Legal Debt Margin

Chapter 65, Section 5/8-5-1 of the Illinois Compiled Statutes provides, "...no municipality having a population of less than 500,000 shall become indebted in any manner or for any purpose, to an amount, including existing indebtedness in the aggregate exceeding 8.625% on the value of the taxable property therein, to be ascertained by the last assessment for state and county purposes, previous to the incurring of the indebtedness or, until January 1, 1983, if greater, the sum that is produced by multiplying the municipality's 1978 equalized assessed valuation by the debt limitation percentage in effect on January 1, 1979."

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

LONG-TERM DEBT – Continued

Legal Debt Margin – Continued

Assessed Valuation - 2011	<u>\$ 558,029,903</u>
Legal Debt Limit - 8.625% of Assessed Value	<u>48,130,079</u>
Amount of Debt Applicable to Limit	
General Obligation Limited Tax Refunding Bonds 2009	(2,395,000)
Debt Certificates	<u>(13,620,000)</u>
Legal Debt Margin	<u>32,115,079</u>

NET POSITION CLASSIFICATIONS

Investment in capital assets was comprised of the following as of December 31, 2012:

Governmental Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 75,376,597
Assets Held for Resale	213,914
Unspent Bond Proceeds	12,680,624
Less Capital Related Debt:	
General Obligation/Alternate Revenue Source Bonds Payable	(37,050,000)
Unamortized Discount/Premium	79,465
Unamortized Gain/Loss on Refunding	457,332
Notes Payable	(3,000,000)
Debt Certificates Payable	(13,620,000)
Unamortized Discount/Premium	67,893
Unamortized Gain/Loss on Refunding	122,055
Capital Leases	<u>(196,951)</u>
Net Investment in Capital Assets	<u>35,130,929</u>

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

NET POSITION CLASSIFICATIONS – Continued

Business-Type Activities	
Capital Assets - Net of Accumulated Depreciation	\$ 62,372,552
Less Capital Related Debt:	
General Obligation/Alternate Revenue Sources Bonds Payable	(8,350,000)
Unamortized Discount/Premium	(105,714)
Unamortized Gain/Loss on Refunding	270,782
Capital Leases	<u>(130,091)</u>
Net Investment in Capital Assets	<u>54,057,529</u>

NET POSITION RESTATEMENT

The Village has restated its financial statements for governmental activities to account for the implementation of GASB 63/65. The following is a summary of the net position as originally reported and as restated.

Net Position	As Reported	As Restated	Increase (Decrease)
Governmental Activities	\$ 39,912,229	39,056,562	(855,667)

FUND BALANCE CLASSIFICATIONS

In the governmental funds financial statements, the Village considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The Village first utilizes committed, then assigned and then unassigned fund balance when an expenditure is incurred for purposes for which all three unrestricted fund balances are available.

Assigned Fund Balance. Assigned fund balance has limitations resulting from intended use consisting of amounts where the intended use is established by the Board of Trustees designated for that purpose. The intended use is established by an official designated for that purpose. When it is appropriate for fund balance to be assigned in any fund, the Village delegates such authority to the Director of Finance.

Committed Fund Balance. Committed fund balance has self-imposed limitations set in place prior to the end of the period. The limitations are imposed at the highest level of decision making that requires formal action at the same level to remove. Fund balance of the Village may be committed for a specific purpose by the passing of a Board Resolution by the Village's Board of Trustees. Amendments/modifications of the committed fund balance must also be approved by the Board.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 3 – DETAIL NOTES ON ALL FUNDS – Continued

FUND BALANCE CLASSIFICATIONS – Continued

Minimum Fund Balance Policy. The Village will maintain a minimum unassigned fund balance that is sufficient to provide financial resources for the Village in the event of an emergency or loss of a major revenue source. Therefore, the Village has set the minimum unassigned fund balance for the General Fund at an amount equal to three months of General Fund operating expenditures. The minimum fund balance for the unassigned/assigned fund balance in the Capital Improvement Fund has been established at one half (50%) of the operating revenues allocated to this fund (this does not include capital grants or other one-time revenue sources).

The following is a schedule of fund balance classifications for the governmental funds as of the date of this report:

	General	Debt Service	Capital Improvement	Capital Projects		Nonmajor	Totals
				TIF VII Irving Park/ Church Road	North Industrial TIF District		
Fund Balances							
Nonspendable							
Long-term Advances	\$ 2,859,023	-	2,149,719	-	-	-	5,008,742
Inventory/Prepays	377,152	-	263,914	-	-	-	641,066
	3,236,175	-	2,413,633	-	-	-	5,649,808
Restricted							
Insurance	500,193	-	-	-	-	-	500,193
Streets	2,148,435	-	-	-	-	-	2,148,435
Public Safety	65,672	-	-	-	-	-	65,672
Public Works	-	-	-	-	10,514,837	-	10,514,837
Community Development	-	-	-	-	-	2,013,872	2,013,872
Debt Service	-	1,899,896	-	-	-	-	1,899,896
	2,714,300	1,899,896	-	-	10,514,837	2,013,872	17,142,905
Committed - Sewer Improvements	-	-	-	-	-	904,862	904,862
Assigned							
Contingency	1,300,000	-	-	-	-	-	1,300,000
Street Improvements	-	-	1,047,633	-	-	-	1,047,633
Fleet Capital	-	-	-	-	-	586,517	586,517
	1,300,000	-	1,047,633	-	-	586,517	2,934,150
Unassigned	6,207,448	-	-	(3,216,223)	-	(1,760,050)	1,231,175
Total Fund Balances	13,457,923	1,899,896	3,461,266	(3,216,223)	10,514,837	1,745,201	27,862,900

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION

RISK MANAGEMENT

The Village is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and injuries to the Village's employees. The Village has purchased insurance from private insurance companies for auto, general liabilities, employee bonds, boiler and machinery, property and health risks. The policies call for various levels of deductibles or self-insured retentions. The Village is self-insured for workers compensation. Commercial insurance is carried for amounts in excess of the self-insured amounts. There have been no significant reductions in insurance coverage during the current year. For all insured programs, settlement amounts have not exceeded insurance coverage for the current or three prior years.

The Village reports self-insurance activities within the General Fund. The Village's policy is to finance currently, all claims paid, estimated future payments with respect to claims made, and estimated claims incurred but not reported. Such payments are displayed on the financial statements as revenues and expenditures/expenses.

Liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount of claims that have been incurred but not reported (IBNR). Claims liabilities are calculated considering the effects of inflation, recent claim settlement trends including frequency and amount of payouts, and other economic and social factors. Changes in the balances of claims liabilities are as follows:

	Year Ended December 31,	
	2012	2011
Claims Payable - Beginning	\$ 103,835	383,072
Incurred Claims	151,807	46,712
Claims Paid	(101,850)	(325,949)
Claims Payable - Ending	153,792	103,835

CONTINGENT LIABILITIES

Litigation

The Village is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the Village's attorney, the resolution of these matters will not have a material adverse effect on the financial condition of the Village.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

CONTINGENT LIABILITIES – Continued

Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the Village expects such amounts, if any, to be immaterial.

DuPage Water Commission

The Village is a customer of the DuPage Water Commission, and has executed a Water Supply Contract with the Commission for a term ending in 2017. The Contract provides that the Village pay its proportionate share of “fixed costs” (debt service and capital costs) to the Commission, such obligation being unconditional and irrevocable whether or not water is ever delivered. These costs are expenses along with the other “operation and maintenance” charges from the Commission.

Fiscal Year	Amount
2013	\$ 194,550
2014	389,094
2015	389,094
2016	389,094
2017	389,094
	<u>1,750,926</u>

These amounts have been calculated using the Village’s current allocation percentage of 2.7229%. In future years, this allocation percentage will be subject to change. Estimates for the remaining years of the contract are not currently available. However, the Village does not expect the minimum amounts for the remaining years of the contract to materially vary from the amounts presented above.

The Village’s agreement with the DuPage Water Commission provides that each member is liable for its proportionate share of any costs arising from defaults in payment obligations by other members.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

COMMITMENTS

Sales Tax Rebates

On February 17, 2009, the Village amended their existing agreement with Larry Roesch Volkswagen (Roesch) whereas the Village now agrees to rebate 50% of the Village's share of sales tax revenue generated by Roesch's sales of vehicles, parts and service. This incentive agreement is effective until the total rebate amount reaches \$1,000,000. Through December 31, 2012, the Village has remitted a total of \$949,988 including \$61,576 remitted in the current fiscal period.

On June 11, 2011, the Village entered into an agreement with Roesch Ford (Roesch) whereas the Village now agrees to rebate 75% of the Village's share of sales tax revenue generated by Roesch's sales of vehicles, parts and service during the 12 month periods ending March 31, 2011, 2012 and 2013. For the 12 month periods ending March 31, 2014 through 2025, the Village shall rebate 50% of the Village's share of sales tax revenue.. This incentive agreement is effective until the total rebate amount reaches \$2,230,000. Through December 31, 2012, the Village has remitted a total of \$226,565 including \$101,421 remitted in the current fiscal period.

Construction Contracts

The Village has entered into various contracts for construction within the Village. Below is a schedule outlining the various projects that are currently under contract:

Project Description	Expended to Date	Remaining Commitment
North Industrial Project (Engineering and Construction)	\$ 13,357,288	631110
Volk Brothers Phase II Street Reconstruction (Eng. and Const.)	1,931,820	36534
Jefferson Street Watermain Replacement	-	796860
Waste Water Treatment Plant (Engineering and Construction)	405,547	1177000
Green Street LAPP Engineering	52,974	191555
Green/York Watermain	106,372	454
New Police Station	35,865	1823415
IL & York Water Main Engineering	-	5409
White Pines Engineering	-	67378
	<u>15,889,866</u>	<u>4,729,715</u>

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS

The Village contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), a defined benefit agent multiple-employer public employee retirement system and the Police Pension Plan which is a single-employer pension plan. A separate report is issued for the Police Pension Plan and may be obtained by writing to the Village at 12 South Center Street, Bensenville, Illinois 60106. IMRF does issue a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole, but not by individual employer. That report may be obtained on-line at www.imrf.org. The benefit, benefit levels, employee contributions, and employer contributions are governed by Illinois Compiled Statutes and can only be amended by the Illinois General Assembly.

Plan Descriptions, Provisions and Funding Policies

Illinois Municipal Retirement System (IMRF)

All employees (other than those covered by the Police Pension plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members.

Participating members hired before January 1, 2011 who retire at or after age 60 with 8 years of service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1-2/3 percent of their final rate (average of the highest 48 consecutive months' earnings during the last 10 years) of earnings, for each year of credited service up to 15 years, and 2 percent for each year thereafter. The monthly pension of a member hired before January 1, 2011, shall be increased annually by 3% of the original pension. Employees with at least 8 years of credited service may retire at or after age 55 and receive a reduced benefit.

For participating members hired on or after January 1, 2011 who retire at or after age 67 with 10 years of service are entitled to an annual retirement benefit, payable monthly for life in an amount equal to 1-2/3 percent of their final rate (average of the highest 96 consecutive months' earnings during the last 10 years) of earnings, for each year of credited service, with a maximum salary cap of \$106,800 at January 1, 2011. The maximum salary cap increases each year thereafter. The monthly pension of a member hired on or after January 1, 2011, shall be increased annually, following the later of the first anniversary date of retirement or the month following the attainment of age 62, by the lesser of 3% or ½ of the consumer price index. Employees with at least 10 years of credited service may retire at or after age 62 and receive a reduced benefit.

IMRF also provides death and disability benefits. These benefit provisions and all other requirements are established by state statute. Employees participating in the plan are required to contribute 4.50 percent of their annual covered salary to IMRF. The employees' contribution rate is established by state statute. The Village is required to contribute the remaining amount necessary to fund the IMRF plan as specified by statute. For the calendar year 2012 the employer annual required contribution rate was 12.91 percent and the employer contribution rate used by the employer was 11.62 percent.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Plan Descriptions, Provisions and Funding Policies – Continued

Police Pension Plan

The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel. Although this is a single-employer pension plan, the defined benefits and employee and employer contribution levels are governed by Illinois State Statutes and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund.

At December 31, 2012 the Police Pension Plan membership consisted of:

Retirees and Beneficiaries Currently Receiving Benefits and Terminated Employees Entitled to Benefits but not yet Receiving Them	33
Current Employees	
Vested	20
Nonvested	<u>13</u>
	<u>66</u>

The following is a summary of the Police Pension Plan as provided for in Illinois State Statutes.

The Police Pension Plan provides retirement benefits as well as death and disability benefits. Covered employees hired before January 1, 2011, attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive an annual retirement benefit of $\frac{1}{2}$ of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The pension shall be increased by 2.5% of such salary for each additional year of service over 20 years up to 30 years, to a maximum of 75% of such salary. Covered employees hired on or after January 1, 2011, attaining the age of 55 with at least 10 years creditable service are entitled to receive an annual retirement benefit of 2.5% of final average salary for each year of service, with a maximum salary cap of \$106,800 as of January 1, 2011. The maximum salary cap increases each year thereafter. The monthly benefit of a police officer hired before January 1, 2011, who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3% of the original pension and 3% compounded annually thereafter. The monthly pension of a police officer hired on or after January 1, 2011, shall be increased annually, following the later of the first anniversary date of retirement or the month following the attainment of age 60, but the lesser of 3% or $\frac{1}{2}$ of the consumer price index. Employees with at least 10 years but less than 20 years of creditable service may retire at or after age 60 and receive a reduced benefit.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Plan Descriptions, Provisions and Funding Policies – Continued

Police Pension Plan – Continued

Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plan, including administrative costs, as actuarially determined by an enrolled actuary. By the year 2040 the Village's contributions must accumulate to the point where the past service cost for the Police Pension Plan is 90% funded.

Summary of Significant Accounting Policies and Plan Asset Matters

Basis of Accounting

The financial statements are prepared using the accrual basis of accounting. Employee and employer contributions are recognized as revenues when due, pursuant to formal commitments, as well as statutory or contractual requirements. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

Method Used to Value Investments

Investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on national exchanges are valued at the last reported sales price. Investments that do not have any established market, if any, are reported at estimated fair value.

Significant Investments

At year-end, the Police Pension Fund has over 5 percent of net plan position available for retirement benefits (other than U.S. Government guaranteed obligations) invested in the following:

Vanguard Mutual Fund	\$	3,279,962
ING Insurance		993,490
Jackson National Life Insurance		642,572

Information for IMRF is not available.

Related Party Transactions

There are no securities of the employer or any other related parties included in plan assets.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Annual Pension Cost and Net Pension Obligation

The pension liability for each plan is as follows:

	IMRF	Police Pension	Totals
Annual Required Contribution	\$ 626,423	787,962	1,414,385
Interest on Net Pension Obligation	14,696	268,137	282,833
Adjustment to Annual Required Contribution	(10,505)	(168,113)	(178,618)
Annual Pension Cost	630,614	887,986	1,518,600
Actual Contribution	563,829	821,067	1,384,896
Change in NPO	66,785	66,919	133,704
NPO - Beginning of Year	195,955	3,575,155	3,771,110
NPO - End of Year	262,740	3,642,074	3,904,814

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Annual Pension Cost and Net Pension Obligation – Continued

The Village's actuarial assumptions and related information for each plan is as follows:

	IMRF	Police Pension
Contribution Rates		
Employer	11.62%	31.19%
Employee	4.50%	9.91%
Actuarial Valuation Date	12/31/2012	12/31/2011
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Amortization Method	Level % of Projected Payroll Open Basis	Level % of Projected Payroll Closed Basis
Remaining Amortization Period	30 Years	29 Years
Asset Valuation Method	5-Year Smoothed Market	Market
Actuarial Assumptions		
Investment Rate of Return	7.50% Compounded Annually	7.50% Compounded Annually
Projected Salary Increases	.4 to 10.0%	5.50%
Inflation Rate Included	4.00%	3.00%
Cost-of-Living Adjustments	3.00%	3.00%

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued

Trend Information

Employer annual pension cost (APC), actual contributions and the net pension obligation (NPO) are as follows. The NPO is the cumulative difference between the APC and the contributions actually made.

	Fiscal Year	IMRF	Police Pension
Annual Pension Cost (APC)	2010	\$ 498,983	\$ 1,581,173
	2011	619,258	943,526
	2012	630,614	887,986
Actual Contributions	2010	413,308	1,086,741
	2011	508,978	789,231
	2012	563,829	821,067
Percentage of APC Contributed	2010	82.83%	68.73%
	2011	82.19%	83.65%
	2012	89.41%	92.46%
Net Pension Obligation	2010	85,675	3,420,860
	2011	195,955	3,575,155
	2012	262,740	3,642,074

VILLAGE OF BENSENVILLE, ILLINOIS**Notes to the Financial Statements
December 31, 2012****NOTE 4 – OTHER INFORMATION – Continued****EMPLOYEE RETIREMENT SYSTEM – DEFINED BENEFIT PENSION PLANS – Continued****Funded Status and Funding Progress**

The Village's funded status for the current year and related information for each plan is as follows:

	IMRF	Police Pension
Actuarial Valuation Date	12/31/2012	12/31/2011
Percent Funded	79.47%	52.50%
Accuarial Accrued Liability for Benefits	\$19,332,092	\$23,970,987
Actuarial Value of Assets	\$15,362,460	\$12,593,974
Over (Under) Funded Actuarial Accrued Liability (UAAL)	(\$3,969,632)	(\$11,377,013)
Covered Payroll (Annual Payroll of Active Employees Covered by the Plan)	\$4,852,228	\$2,530,466
Ratio of UAAL to Covered Payroll	81.81%	449.60%

The schedule of funding progress, presented as Required Supplementary Information (RSI) following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS

Plan Descriptions, Provisions, and Funding Policies

In addition to providing the pension benefits described, the Village offers post-employment health care insurance benefits (OPEB) for its eligible retired employees through a single employer defined benefit plan. The benefits, benefit levels, employee contributions and employer contributions are governed by the Village and can be amended by the Village through its personnel manual and union contracts. The plan is not accounted for as a trust fund, as an irrevocable trust has not been established to account for the plan. The plan does not issue a separate report. The activity of the plan is reported in the Village's General Fund.

The Village offers post-employment health care benefits to its retirees. To be eligible for benefits, an employee must qualify for retirement under one of the Village's retirement plans. Elected officials are not eligible for benefits.

All health care benefits are provided through the Village's health insurance plan. The benefit levels are the same as those afforded to active employees. Benefits include general inpatient and outpatient medical services; mental, nervous, and substance abuse care; vision care; dental care; and prescriptions. Upon a retiree reaching 65 years of age, Medicare becomes the primary insurer and the Village's plan becomes secondary.

All retirees contribute 100% of the actuarially determined premium to the plan, with the exception of three previous employees for which the Village has agreed to pay portions of their post-employment health, dental and vision insurance. For the fiscal year ending December 31, 2012, retirees contributed \$41,700 to the plan. Active employees do not contribute to the post-employment health care plan until retirement.

At December 31, 2012, membership consisted of:

Retirees and Beneficiaries Currently Receiving Benefits and Terminated Employees Entitled to Benefits but not yet Receiving Them	12
Active Employees	<u>110</u>
Total	<u>122</u>
Participating Employers	1

The Village does not currently have a funding policy.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Annual OPEB Costs and Net OPEB Obligation

The net OPEB obligation (NOPEBO) as of December 31, 2012, was calculated as follows:

Annual Required Contribution	\$ 238,684
Interest on the Net OPEB Obligation	32,831
Adjustment to the ARC	<u>(40,680)</u>
Annual OPEB Cost	230,835
Actual Contribution	<u>39,878</u>
Increase in the net OPEB Obligation	190,957
Net OPEB Obligation - Beginning of Year	<u>656,621</u>
Net OPEB Obligation - End of Year	<u><u>847,578</u></u>

Trend Information

The Village's annual OPEB cost, actual contributions, the percentage of annual OPEB cost contributed and the net OPEB obligation are as follows:

Fiscal Year	Annual OPEB Cost	Actual Contributions	Percentage of OPEB Cost Contributed	Net OPEB Obligation
2010	\$ 378,600	\$ 76,214	20.13%	\$ 460,364
2011	233,181	36,924	15.83%	656,621
2012	230,835	39,878	17.28%	847,578

Funded Status and Funding Progress

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multiyear trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

VILLAGE OF BENSENVILLE, ILLINOIS

Notes to the Financial Statements December 31, 2012

NOTE 4 – OTHER INFORMATION – Continued

OTHER POST-EMPLOYMENT BENEFITS – Continued

Funded Status and Funding Progress – Continued

The funded status of the plan as of December 31, 2012, the date of the latest actuarial valuation, was as follows:

Actuarial Accrued Liability (AAL)	\$ 2,217,824
Actuarial Value of Plan Assets	-
Unfunded Actuarial Accrued Liability (UAAL)	2,217,824
Funded Ratio (Actuarial Value of Plan Assets/AAL)	0.00%
Covered Payroll (Active Plan Members)	6,648,900
UAAL as a Percentage of Covered Payroll	33.36%

Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the December 31, 2012 actuarial valuation the entry age actuarial cost method was used. The actuarial assumptions included a 5.0% investment rate of return (net of administrative expenses) and an annual healthcare cost trend rate of 6.0%, with an ultimate rate of 5.0%. Both rates include a 3.5% inflation assumption. The actuarial value of assets was not determined as the Village has not advance funded its obligation. The plan's unfunded actuarial accrued liability is being amortized as a level percentage of projected payroll on an open basis. The remaining amortization period at December 31, 2012, was 30 years.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Schedules of Funding Progress and Employer Contributions
 - Illinois Municipal Retirement Fund
 - Police Pension Fund
 - Other Post-Employment Benefit Plan
- Budgetary Comparison Schedules
 - General Fund

Notes to the Required Supplementary Information

Budgetary Information – Budgets are adopted on a basis consistent with generally accepted accounting principles.

VILLAGE OF BENSENVILLE, ILLINOIS

Illinois Municipal Retirement Fund

Required Supplementary Information Schedule of Funding Progress and Employer Contributions

December 31, 2012

Funding Progress

Actuarial Valuation Date Dec. 31,	(1) Actuarial Value of Plan Assets	(2) Actuarial Accrued Liability (AAL) - Entry Age	(3) Funded Ratio (1) ÷ (2)	(4) Unfunded (Overfunded) Actuarial Accrued Liability (2) - (1)	(5) Annual Covered Payroll	(6) Unfunded (Overfunded) Actuarial Accrued Liability as a Percentage of Covered Payroll (4) ÷ (5)
2007	\$ 13,976,135	14,219,394	98.29%	\$ 243,259	\$ 4,913,961	4.95%
2008	12,946,353	15,630,659	82.83%	2,684,306	4,861,157	55.22%
2009	12,869,611	16,147,042	79.70%	3,277,431	4,800,382	68.27%
2010	13,656,502	17,284,950	79.01%	3,628,448	4,305,189	84.28%
2011	14,438,868	18,542,610	77.87%	4,103,742	4,819,872	85.14%
2012	15,362,460	19,332,092	79.47%	3,969,632	4,852,228	81.81%

Employer Contributions

Fiscal Year	Employer Contributions	Annual Required Contribution	Percent Contributed
2007	\$ 455,033	\$ 455,033	100.00%
2008	433,129	433,129	100.00%
2009	419,073	419,073	100.00%
2010	413,308	498,983	82.83%
2011	508,978	617,426	82.44%
2012	563,829	626,423	90.01%

N/A - Not Available

VILLAGE OF BENSENVILLE, ILLINOIS

Police Pension Fund

Required Supplementary Information

Schedule of Funding Progress and Employer Contributions

December 31, 2012

Funding Progress

Actuarial Valuation Date	(1) Actuarial Value of Plan Assets	(2) Actuarial Accrued Liability (AAL) - Entry Age	(3) Funded Ratio (1) ÷ (2)	(4) Unfunded (Overfunded) Actuarial Accrued Liability (2) - (1)	(5) Annual Covered Payroll	(6) Unfunded (Overfunded) Actuarial Accrued Liability as a Percentage of Covered Payroll (4) ÷ (5)
4/30/07	\$ 12,619,030	\$ 17,538,690	71.95%	\$ 4,919,660	\$ 2,091,172	235.26%
4/30/08	13,065,169	20,643,852	63.29%	7,578,683	2,166,492	349.81%
4/30/09	10,448,151	20,887,297	50.02%	10,439,146	2,352,581	443.73%
4/30/10	11,550,751	21,604,610	53.46%	10,053,859	2,406,640	417.76%
12/31/10	12,539,774	22,868,030	54.84%	10,328,256	2,444,783	422.46%
12/31/11	12,593,974	23,970,987	52.54%	11,377,013	2,530,466	449.60%

Employer Contributions

Fiscal Year	Employer Contributions	Annual Required Contribution	Percent Contributed
4/30/08	\$ 109,367	\$ 570,879	19.16%
4/30/09	116,814	690,236	16.92%
4/30/10	N/A	N/A	N/A
12/31/10	1,086,741	1,479,218	73.47%
12/31/11	789,231	879,721	89.71%
12/31/12	821,067	787,962	104.20%

N/A - Not Available

VILLAGE OF BENSENVILLE, ILLINOIS

Other Post-Employment Benefit Plan

Required Supplementary Information

Schedule of Funding Progress and Employer Contributions

December 31, 2012

Funding Progress

Actuarial Valuation Date	(1) Actuarial Value of Plan Assets	(2) Actuarial Accrued Liability (AAL) - Entry Age	(3) Funded Ratio (1) ÷ (2)	(4) Unfunded (Overfunded) Actuarial Accrued Liability (2) - (1)	(5) Annual Covered Payroll	(6) Unfunded (Overfunded) Actuarial Accrued Liability as a Percentage of Covered Payroll (4) ÷ (5)
4/30/08	\$ N/A	\$ N/A	N/A	\$ N/A	\$ N/A	N/A
4/30/09	-	1,441,086	0.00%	1,441,086	6,206,819	23.22%
4/30/10	-	1,583,408	0.00%	1,583,408	6,419,918	24.66%
12/31/10	-	1,799,457	0.00%	1,799,457	6,206,819	28.99%
12/31/11	-	2,022,991	0.00%	2,022,991	6,424,058	31.49%
12/31/12	-	2,217,824	0.00%	2,217,824	6,648,900	33.36%

Employer Contributions

Fiscal Year	Employer Contributions	Annual Required Contribution	Percent Contributed
4/30/08	\$ N/A	\$ N/A	N/A
4/30/09	46,612	204,590	22.78%
4/30/10	N/A	N/A	N/A
12/31/10	76,214	383,603	19.87%
12/31/11	36,924	238,684	15.47%
12/31/12	39,878	238,684	16.71%

N/A - Not Available

The Village implemented GASB Statement No. 45 for the fiscal year ended April 30, 2009.
Information for prior years is not available.

VILLAGE OF BENSENVILLE, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual Year Ended December 31, 2012

	Budget		Actual
	Original	Final	
Revenues			
Taxes	\$ 7,755,300	7,755,300	7,679,868
Intergovernmental	6,855,600	6,855,600	7,410,894
Licenses, Permits and Fees	461,500	461,500	613,266
Charges for Services	3,052,350	3,052,350	3,203,185
Fines and Forfeitures	875,000	875,000	789,590
Interest	50,260	50,260	34,947
Miscellaneous	12,150	12,150	21,726
Total Revenues	19,062,160	19,062,160	19,753,476
Expenditures			
General Government	5,008,534	5,008,534	4,476,338
Public Safety	5,998,501	5,998,501	5,703,284
Public Works	2,940,545	2,940,545	2,416,766
Culture and Recreation	2,821,200	2,821,200	2,620,289
Community Development	1,111,100	1,111,100	1,107,261
Debt Service			
Principal Retirement	-	-	70,466
Interest and Fiscal Charges	-	-	10,684
Total Expenditures	17,879,880	17,879,880	16,405,088
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,182,280	1,182,280	3,348,388
Other Financing Sources (Uses)			
Disposal of Capital Assets	-	-	8,495
Transfers In	843,000	843,000	843,000
Transfers Out	(2,022,280)	(2,022,280)	(2,022,280)
	(1,179,280)	(1,179,280)	(1,170,785)
Net Change in Fund Balance	3,000	3,000	2,177,603
Fund Balance - Beginning			11,280,320
Fund Balance - Ending			13,457,923

OTHER SUPPLEMENTARY INFORMATION

Other supplementary information includes financial statements and schedules not required by the GASB, nor a part of the basic financial statements, but are presented for purposes of additional analysis.

Such statements and schedules include:

- Budgetary Comparison Schedules – Major Governmental Funds
- Combining Statements – Nonmajor Governmental Funds
- Budgetary Comparison Schedules – Nonmajor Governmental Funds
- Budgetary Comparison Schedule – Major Enterprise Fund
- Combining Statements – Nonmajor Enterprise Funds
- Budgetary Comparison Schedules – Nonmajor Enterprise Funds
- Schedule of Changes in Assets and Liabilities – Agency Fund

MAJOR GOVERNMENTAL FUNDS

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund.

DEBT SERVICE FUND

Debt Service Funds are created to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.

CAPITAL PROJECTS FUNDS

Capital Projects Funds are created to account for all resources used for the acquisition of capital facilities by a governmental unit except those financed by Proprietary Funds.

Capital Improvement Fund

The Capital Improvement Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed through TIF capital projects funds or proprietary funds.

TIF VII Irving Park/Church Road Fund

The TIF VII Irving Park/Church Road Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the TIF VII district.

North Industrial TIF District Fund

The North Industrial TIF District Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related restricted capital project usages within the North Industrial TIF district.

VILLAGE OF BENSENVILLE, ILLINOIS

General Fund

Schedule of Revenues - Budget and Actual Year Ended December 31, 2012

	Budget		Actual
	Original	Final	
Taxes			
Property Tax	\$ 4,368,300	4,368,300	4,395,129
Road and Bridge Tax	215,000	215,000	230,271
Utility Tax	1,620,000	1,620,000	1,493,693
Auto Rental Tax	10,000	10,000	9,834
Telecommunications Tax	1,400,000	1,400,000	1,393,563
Village Amusement Tax	85,000	85,000	110,064
Motel/Hotel Tax	57,000	57,000	47,314
	<u>7,755,300</u>	<u>7,755,300</u>	<u>7,679,868</u>
Intergovernmental			
Income Taxes	1,450,000	1,450,000	1,384,417
Sales Tax	4,473,100	4,473,100	4,992,741
Local Use Tax	265,000	265,000	286,589
Personal Property Replacement Tax	172,500	172,500	161,750
Motor Fuel Tax Allotment	475,000	475,000	537,451
Government Grants	-	-	47,946
Chicago Reimbursement	20,000	20,000	-
	<u>6,855,600</u>	<u>6,855,600</u>	<u>7,410,894</u>
Licenses, Permits and Fees			
Business Licenses	150,000	150,000	266,723
Building Permits	235,000	235,000	262,362
Liquor Licenses	60,000	60,000	64,235
Dog Licenses	1,500	1,500	1,617
Truck Weight Permits	15,000	15,000	18,329
	<u>461,500</u>	<u>461,500</u>	<u>613,266</u>
Charges for Services			
Franchise Fees	194,000	194,000	252,906
Commuter Lot/Parking Meter Fees	1,000	1,000	2,306
Reimbursable Police Services	70,000	70,000	87,457
Dial-a-Bus Fees	11,500	11,500	21,337
Engineering Fees	10,000	10,000	-
Zoning Hearing Fees	30,000	30,000	17,919
Elevator Inspection Fees	6,500	6,500	-
Real Estate Inspection Fees	8,350	8,350	9,790
Rental Inspection Fees	56,750	56,750	36,170

VILLAGE OF BENSENVILLE, ILLINOIS**General Fund****Schedule of Revenues - Budget and Actual - Continued
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Charges for Services - Continued			
Community Development Smoke/Co. Detector	\$ 1,500	1,500	1,797
Sign Permit Fees	6,000	6,000	6,671
Alarm Connection Fees	5,000	5,000	49,020
Redmond Recreational Fees	30,000	30,000	121,275
Aquatic Fees	70,000	70,000	83,619
Community Service Contribution	10,000	10,000	-
Movie Theater - Admission Sales	50,000	50,000	64,267
The Edge Ice Arena - Rink Revenues	2,224,000	2,224,000	2,168,129
The Edge/Village Food Service	165,000	165,000	143,260
Miscellaneous Fees	102,750	102,750	137,262
	<u>3,052,350</u>	<u>3,052,350</u>	<u>3,203,185</u>
Fines and Forfeitures			
Code Enforcement	500	500	14,328
Fines	798,000	798,000	722,812
Auto Towing Fees	76,500	76,500	52,450
	<u>875,000</u>	<u>875,000</u>	<u>789,590</u>
Interest			
Investment Income	50,000	50,000	34,909
Interest on Property Tax	260	260	38
	<u>50,260</u>	<u>50,260</u>	<u>34,947</u>
Miscellaneous			
Miscellaneous Income	12,150	12,150	21,726
Total Revenues	<u>19,062,160</u>	<u>19,062,160</u>	<u>19,753,476</u>

VILLAGE OF BENSENVILLE, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual Year Ended December 31, 2012

	Budget		Actual
	Original	Final	
General Government			
Governance			
Village Board	\$ 228,175	228,175	199,919
Village Clerk	87,210	87,210	81,625
CDC Commission	6,040	6,040	2,866
Board of Police Commission	29,260	29,260	39,021
Office of the Village Manager			
Administration	793,472	793,472	614,149
Legal Services	485,008	485,008	500,427
Human Resources	183,345	183,345	136,357
Risk Management	955,940	955,940	636,542
Marketing and Community Relations	337,274	337,274	319,377
Information Technology	817,575	817,575	795,060
Emergency Management	142,375	142,375	129,761
Finance	942,860	942,860	1,021,234
	<u>5,008,534</u>	<u>5,008,534</u>	<u>4,476,338</u>
Public Safety			
Police Department			
Police Administration	1,247,005	1,247,005	1,219,521
Patrol	3,983,509	3,983,509	3,653,038
Investigations	534,513	534,513	612,475
Communications	233,474	233,474	218,250
	<u>5,998,501</u>	<u>5,998,501</u>	<u>5,703,284</u>
Public Works			
Administration	595,280	595,280	543,771
Street Operations	1,053,665	1,053,665	689,798
Forestry	792,230	792,230	690,925
Building and Property Maintenance	357,125	357,125	344,166
Fleet Maintenance	142,245	142,245	148,106
	<u>2,940,545</u>	<u>2,940,545</u>	<u>2,416,766</u>

VILLAGE OF BENSENVILLE, ILLINOIS

General Fund

Schedule of Expenditures - Budget and Actual - Continued Year Ended December 31, 2012

	Budget		Actual
	Original	Final	
Culture and Recreation			
Administration	\$ 293,145	293,145	260,654
Redmond	303,265	303,265	293,282
Skating	1,649,370	1,649,370	1,625,609
Aquatics	153,855	153,855	144,408
Concessions	220,440	220,440	196,407
Theatre	201,125	201,125	99,929
	<u>2,821,200</u>	<u>2,821,200</u>	<u>2,620,289</u>
Community Development			
Administration	515,580	515,580	502,122
Code Compliance	595,520	595,520	605,139
	<u>1,111,100</u>	<u>1,111,100</u>	<u>1,107,261</u>
Debt Service			
Principal Retirement		-	70,466
Interest and Fiscal Charges		-	10,684
	<u>-</u>	<u>-</u>	<u>81,150</u>
Total Expenditures	<u>17,879,880</u>	<u>17,879,880</u>	<u>16,405,088</u>

VILLAGE OF BENSENVILLE, ILLINOIS

Debt Service Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual Year Ended December 31, 2012

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property Taxes	\$ 537,500	537,500	531,283
Interest	-	-	7,739
Total Revenues	537,500	537,500	539,022
Expenditures			
Debt Service			
Principal Retirement	2,807,340	2,807,340	2,905,195
Interest and Fiscal Charges	1,055,400	1,055,400	947,253
Total Expenditures	3,862,740	3,862,740	3,852,448
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,325,240)	(3,325,240)	(3,313,426)
Other Financing Sources (Uses)			
Debt Issuance	-	-	5,330,000
Premium on Debt Issuance	-	-	4,884
Payment to Escrow Agent	-	-	(5,333,324)
Transfers In	2,893,790	2,893,790	2,893,790
Transfers Out	-	-	(609,597)
	2,893,790	2,893,790	2,285,753
Net Change in Fund Balance	(431,450)	(431,450)	(1,027,673)
Fund Balance - Beginning			2,927,569
Fund Balance - Ending			1,899,896

VILLAGE OF BENSENVILLE, ILLINOIS**Capital Improvement - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Intergovernmental	\$ 4,350,000	4,350,000	4,361,160
Licenses, Permits and Fees	400,000	400,000	407,340
Interest	5,000	5,000	1,666
Miscellaneous	-	-	7,042
Total Revenues	4,755,000	4,755,000	4,777,208
Expenditures			
Public Works	4,400,057	4,400,057	2,485,357
Debt Service			
Principal Retirement	-	-	38,468
Interest and Fiscal Charges	-	-	2,709
Total Expenditures	4,400,057	4,400,057	2,526,534
Excess (Deficiency) of Revenues Over (Under) Expenditures	354,943	354,943	2,250,674
Other Financing Sources (Uses)			
Disposal of Capital Assets	202,000	202,000	-
Transfers Out	(1,540,600)	(1,540,600)	(2,127,117)
	(1,338,600)	(1,338,600)	(2,127,117)
Net Change in Fund Balance	(983,657)	(983,657)	123,557
Fund Balance - Beginning			3,337,709
Fund Balance - Ending			3,461,266

VILLAGE OF BENSENVILLE, ILLINOIS**TIF VII Irving Park/Church Road - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 40,000	40,000	55,393
Interest	-	-	8
Total Revenues	40,000	40,000	55,401
Expenditures			
Debt Service			
Principal Retirement	190,000	190,000	190,000
Interest and Fiscal Charges	64,365	64,365	63,919
Total Expenditures	254,365	254,365	253,919
Excess (Deficiency) of Revenues Over (Under) Expenditures	(214,365)	(214,365)	(198,518)
Other Financing Sources			
Transfers In	214,365	214,365	214,365
Net Change in Fund Balance	-	-	15,847
Fund Balance - Beginning			(3,232,070)
Fund Balance - Ending			(3,216,223)

VILLAGE OF BENSENVILLE, ILLINOIS**North Industrial TIF District - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ -	-	563,203
Interest	-	-	38,107
Total Revenues	-	-	601,310
Expenditures			
Community Development	4,031,335	4,031,335	1,471,006
Debt Service			
Interest and Fiscal Charges	876,050	876,050	875,978
Total Expenditures	4,907,385	4,907,385	2,346,984
Net Change in Fund Balance	<u>(4,907,385)</u>	<u>(4,907,385)</u>	(1,745,674)
Fund Balance - Beginning			<u>12,260,511</u>
Fund Balance - Ending			<u>10,514,837</u>

**NONMAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENTS
AND
BUDGETARY COMPARISON SCHEDULES**

NONMAJOR SPECIAL REVENUE FUND

Special Revenue Funds are created to account for the proceeds of specific revenue sources (other than fiduciary funds or capital project funds) that are legally restricted to expenditure for specified purposes.

Unincorporated Utility Fund

The Unincorporated Utility Fund is used to account for deposits made by the unincorporated water and sewer utility users with the intent of providing various water and sewer system improvements that would directly benefit those depositors.

NONMAJOR CAPITAL PROJECTS FUNDS

Special Service Area 1 Fund

The Special Service Area 1 Fund is used to account for capital projects for improvements within Special Service Area 1.

Special Service Area 2 Fund

The Special Service Area 2 Fund is used to account for bond monies received to fund various Village approved capital projects for the Crestbrook Project area.

Special Service Area 3 Fund

The Special Service Area 3 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 3.

Special Service Area 4 Fund

The Special Service Area 4 Fund is used to account for bond monies received to fund various Village approved capital projects for the North Industrial Project Special Service Area 4.

Special Service Area 5 Fund

The Special Service Area 5 Fund is used to account for bond monies received fund various Village approved capital projects for the North Industrial Project Special Service Area 5.

Special Service Area 6 Fund

The Special Service Area 6 Fund is used to account for bond monies received fund various Village approved capital projects for the North Industrial Project Special Service Area 3.

Special Service Area 7 Fund

The Special Service Area 7 Fund is used to account for bond monies received fund various Village approved capital projects for the North Industrial Project Special Service Area 7.

NONMAJOR CAPITAL PROJECTS FUNDS – Continued

Special Service Area 8 Fund

The Special Service Area 8 Fund is used to account for bond monies received fund various Village approved capital projects for the North Industrial Project Special Service Area 8.

Special Service Area 9 Fund

The Special Service Area 9 Fund is used to account for bond monies received fund various Village approved capital projects for the North Industrial Project Special Service Area 9.

Fleet Sinking Fund

The Fleet Sinking Fund is used to account for the financial resources to be used for the acquisition and extension of useful life of the Village's fleet of vehicles.

TIF IV Grand Ave/Sexton Fund

The TIF IV Grand Ave/Sexton Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF IV district.

TIF V Heritage Square Fund

The TIF V Heritage Square Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF V district.

TIF VI Route 83/Thorndale Fund

The TIF VI Route 83/Thorndale Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF VI district.

TIF XI Grand Ave/York Road Fund

The TIF XI Grand Ave/York Road Fund is used to account for monies generated for and by the Village's tax incremental finance district and the related usages within the TIF XI district.

VILLAGE OF BENSENVILLE, ILLINOIS**Combining Balance Sheet****Nonmajor Governmental Funds
December 31, 2012**

	Special Revenue		
	Unincorporated Utility	Capital Projects	Totals
ASSETS			
Cash and Investments	\$ 895,650	3,346,342	4,241,992
Receivables - Net of Allowances			
Property Taxes	-	45,742	45,742
Accounts	9,212	122,232	131,444
Total Assets	904,862	3,514,316	4,419,178
LIABILITIES			
Accounts Payable	-	272,640	272,640
Accrued Interest	-	1,398	1,398
Advances from Other Funds	-	2,236,346	2,236,346
Other Payables	-	117,851	117,851
Total Liabilities	-	2,628,235	2,628,235
DEFERRED INFLOWS OF RESOURCES			
Property Taxes	-	45,742	45,742
Total Liabilities and Deferred Inflows of Resources	-	2,673,977	2,673,977
FUND BALANCES			
Restricted	-	2,013,872	2,013,872
Committed	904,862	-	904,862
Assigned	-	586,517	586,517
Unassigned	-	(1,760,050)	(1,760,050)
Total Fund Balances	904,862	840,339	1,745,201
Total Liabilities, Deferred Inflows of Resources and Fund Balances	904,862	3,514,316	4,419,178

VILLAGE OF BENSENVILLE, ILLINOIS

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

Nonmajor Governmental Funds

Year Ended December 31, 2012

	Special Revenue		
	Unincorporated Utility	Capital Projects	Totals
Revenues			
Taxes	\$ -	1,135,480	1,135,480
Charges for Services	78,811	-	78,811
Interest	-	8,964	8,964
Total Revenues	78,811	1,144,444	1,223,255
Expenditures			
Community Development	-	1,979,804	1,979,804
Debt Service			
Principal Retirement	-	629,805	629,805
Interest and Fiscal Charges	-	748,298	748,298
Total Expenditures	-	3,357,907	3,357,907
Excess (Deficiency) of Revenues Over (Under) Expenditures	78,811	(2,213,463)	(2,134,652)
Other Financing Sources (Uses)			
Debt Issuance	-	945,000	945,000
Premium on Debt Issuance	-	26,982	26,982
Payment to Escrow Agent	-	(971,146)	(971,146)
Transfers In	-	1,650,839	1,650,839
	-	1,651,675	1,651,675
Net Change in Fund Balances	78,811	(561,788)	(482,977)
Fund Balances - Beginning	826,051	1,402,127	2,228,178
Fund Balances - Ending	904,862	840,339	1,745,201

VILLAGE OF BENSENVILLE, ILLINOIS

Combining Balance Sheet

Nonmajor Governmental - Capital Projects Funds
December 31, 2012

See Following Page

VILLAGE OF BENSENVILLE, ILLINOIS**Combining Balance Sheet****Nonmajor Governmental - Capital Projects Funds****December 31, 2012**

	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4	Special Service Area #5	Special Service Area #6
ASSETS						
Cash and Investments	\$ 17,962	229,331	136,171	737,115	65,665	663,978
Receivables - Net of Allowances						
Taxes	-	-	-	-	-	-
Accounts	-	-	-	-	-	-
Total Assets	17,962	229,331	136,171	737,115	65,665	663,978
LIABILITIES						
Accounts Payable	-	-	19,564	116,390	5,513	53,833
Accrued Interest	-	-	-	-	-	-
Advances from Other Funds	-	-	-	-	-	-
Other Payables	-	-	-	-	-	19,882
Total Liabilities	-	-	19,564	116,390	5,513	73,715
DEFERRED INFLOWS OF RESOURCES						
Property Taxes	-	-	-	-	-	-
Total Liabilities and Deferred Inflows of Resources	-	-	19,564	116,390	5,513	73,715
FUND BALANCES						
Restricted	17,962	229,331	116,607	620,725	60,152	590,263
Assigned	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-
Total Fund Balances	17,962	229,331	116,607	620,725	60,152	590,263
Total Liabilities, Deferred Inflows of Resources and Fund Balances	17,962	229,331	136,171	737,115	65,665	663,978

Special Service Area #7	Special Service Area #8	Special Service Area #9	Fleet Sinking Fund	TIF IV Grand Ave/ Sexton	TIF V Heritage Square	TIF VI Route 83/ Thorndale	TIF XI Grand Ave/ York Road	Totals
216,123	174,455	-	586,517	-	517,627	1,398	-	3,346,342
-	-	-	-	-	28,813	16,929	-	45,742
-	-	-	-	24,263	97,969	-	-	122,232
216,123	174,455	-	586,517	24,263	644,409	18,327	-	3,514,316
28,217	14,429	33,340	-	1,354	-	-	-	272,640
-	-	-	-	-	-	1,398	-	1,398
-	-	747,364	-	401,128	486,727	-	601,127	2,236,346
-	-	-	-	-	97,969	-	-	117,851
28,217	14,429	780,704	-	402,482	584,696	1,398	601,127	2,628,235
-	-	-	-	-	28,813	16,929	-	45,742
28,217	14,429	780,704	-	402,482	613,509	18,327	601,127	2,673,977
187,906	160,026	-	-	-	30,900	-	-	2,013,872
-	-	-	586,517	-	-	-	-	586,517
-	-	(780,704)	-	(378,219)	-	-	(601,127)	(1,760,050)
187,906	160,026	(780,704)	586,517	(378,219)	30,900	-	(601,127)	840,339
216,123	174,455	-	586,517	24,263	644,409	18,327	-	3,514,316

VILLAGE OF BENSENVILLE, ILLINOIS

Combining Statement of Revenues, Expenditures and Changes in Fund Balances

**Nonmajor Governmental - Capital Projects Funds
Year Ended December 31, 2012**

	Special Service Area #1	Special Service Area #2	Special Service Area #3	Special Service Area #4	Special Service Area #5	Special Service Area #6
Revenues						
Taxes	\$ -	-	56,190	242,442	18,209	163,917
Interest	-	-	325	3,646	288	2,813
Total Revenues	-	-	56,515	246,088	18,497	166,730
Expenditures						
Community Development	-	-	35,935	597,346	47,033	457,203
Debt Service						
Principal Retirement	-	-	18,450	82,000	6,150	55,350
Interest and Fiscal Charges	-	-	34,974	155,431	11,657	104,917
Total Expenditures	-	-	89,359	834,777	64,840	617,470
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	(32,844)	(588,689)	(46,343)	(450,740)
Other Financing Sources (Uses)						
Debt Issuance	-	-	-	-	-	-
Premium on Debt Issuance	-	-	-	-	-	-
Payment to Escrow Agent	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Net Change in Fund Balances	-	-	(32,844)	(588,689)	(46,343)	(450,740)
Fund Balances - Beginning	17,962	229,331	149,451	1,209,414	106,495	1,041,003
Fund Balances - Ending	17,962	229,331	116,607	620,725	60,152	590,263

Special Service Area #7	Special Service Area #8	Special Service Area #9	Fleet Sinking Fund	TIF IV Grand Ave/ Sexton	TIF V Heritage Square	TIF VI Route 83/ Thorndale	TIF XI Grand Ave/ York Road	Totals
86,063	44,250	-	-	66,727	259,979	173,038	24,665	1,135,480
1,132	754	-	-	-	2	1	3	8,964
87,195	45,004	-	-	66,727	259,981	173,039	24,668	1,144,444
156,645	122,719	561,496	-	1,427	-	-	-	1,979,804
28,700	14,350	-	-	279,805	55,000	-	90,000	629,805
54,401	27,202	-	-	79,405	42,310	173,040	64,961	748,298
239,746	164,271	561,496	-	360,637	97,310	173,040	154,961	3,357,907
(152,551)	(119,267)	(561,496)	-	(293,910)	162,671	(1)	(130,293)	(2,213,463)
-	-	-	-	945,000	-	-	-	945,000
-	-	-	-	26,982	-	-	-	26,982
-	-	-	-	(971,146)	-	-	-	(971,146)
-	-	-	586,517	923,592	-	-	140,730	1,650,839
-	-	-	586,517	924,428	-	-	140,730	1,651,675
(152,551)	(119,267)	(561,496)	586,517	630,518	162,671	(1)	10,437	(561,788)
340,457	279,293	(219,208)	-	(1,008,737)	(131,771)	1	(611,564)	1,402,127
187,906	160,026	(780,704)	586,517	(378,219)	30,900	-	(601,127)	840,339

VILLAGE OF BENSENVILLE, ILLINOIS**Special Service Area #3 - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 55,627	55,627	56,190
Interest	-	-	325
Total Revenues	55,627	55,627	56,515
Expenditures			
Community Development	323,087	323,087	35,935
Debt Service			
Principal Retirement	19,000	19,000	18,450
Interest and Fiscal Charges	36,877	36,877	34,974
Total Expenditures	378,964	378,964	89,359
Net Change in Fund Balance	(323,337)	(323,337)	(32,844)
Fund Balance - Beginning			149,451
Fund Balance - Ending			116,607

VILLAGE OF BENSENVILLE, ILLINOIS**Special Service Area #4 - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 240,036	240,036	242,442
Interest	-	-	3,646
Total Revenues	240,036	240,036	246,088
Expenditures			
Community Development	1,393,240	1,393,240	597,346
Debt Service			
Principal Retirement	82,000	82,000	82,000
Interest and Fiscal Charges	158,286	158,286	155,431
Total Expenditures	1,633,526	1,633,526	834,777
Net Change in Fund Balance	(1,393,490)	(1,393,490)	(588,689)
Fund Balance - Beginning			1,209,414
Fund Balance - Ending			620,725

VILLAGE OF BENSENVILLE, ILLINOIS

Special Service Area #5 - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 17,612	17,612	18,209
Interest	-	-	288
Total Revenues	17,612	17,612	18,497
Expenditures			
Community Development	97,350	97,350	47,033
Debt Service			
Principal Retirement	6,586	6,586	6,150
Interest and Fiscal Charges	11,276	11,276	11,657
Total Expenditures	115,212	115,212	64,840
Net Change in Fund Balance	(97,600)	(97,600)	(46,343)
Fund Balance - Beginning			106,495
Fund Balance - Ending			60,152

VILLAGE OF BENSENVILLE, ILLINOIS**Special Service Area #6 - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 162,289	162,289	163,917
Interest	-	-	2,813
Total Revenues	162,289	162,289	166,730
Expenditures			
Community Development	945,826	945,826	457,203
Debt Service			
Principal Retirement	55,000	55,000	55,350
Interest and Fiscal Charges	107,539	107,539	104,917
Total Expenditures	1,108,365	1,108,365	617,470
Net Change in Fund Balance	(946,076)	(946,076)	(450,740)
Fund Balance - Beginning			1,041,003
Fund Balance - Ending			590,263

VILLAGE OF BENSENVILLE, ILLINOIS**Special Service Area #7 - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 85,207	85,207	86,063
Interest	-	-	1,132
Total Revenues	85,207	85,207	87,195
Expenditures			
Community Development	486,580	486,580	156,645
Debt Service			
Principal Retirement	30,000	30,000	28,700
Interest and Fiscal Charges	55,457	55,457	54,401
Total Expenditures	572,037	572,037	239,746
Net Change in Fund Balance	(486,830)	(486,830)	(152,551)
Fund Balance - Beginning			340,457
Fund Balance - Ending			187,906

VILLAGE OF BENSENVILLE, ILLINOIS**Special Service Area #8 - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 43,810	43,810	44,250
Interest	-	-	754
Total Revenues	43,810	43,810	45,004
Expenditures			
Community Development	253,917	253,917	122,719
Debt Service			
Principal Retirement	15,000	15,000	14,350
Interest and Fiscal Charges	29,060	29,060	27,202
Total Expenditures	297,977	297,977	164,271
Net Change in Fund Balance	(254,167)	(254,167)	(119,267)
Fund Balance - Beginning			279,293
Fund Balance - Ending			160,026

VILLAGE OF BENSENVILLE, ILLINOIS

Special Service Area #9 - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 208,162	208,162	-
Expenditures			
Community Development	3,741,291	3,741,291	561,496
Debt Service			
Interest and Fiscal Charges	208,162	208,162	-
Total Expenditures	3,949,453	3,949,453	561,496
Excess (Deficiency) of Revenues Over (Under) Expenditures	(3,741,291)	(3,741,291)	(561,496)
Other Financing Sources			
Debt Issuance	3,785,335	3,785,335	-
Net Change in Fund Balance	44,044	44,044	(561,496)
Fund Balance - Beginning			(219,208)
Fund Balance - Ending			(780,704)

VILLAGE OF BENSENVILLE, ILLINOIS**TIF IV Grand Ave/Sexton - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 56,000	56,000	66,727
Expenditures			
Community Development	-	-	1,427
Debt Service			
Principal Retirement	279,805	279,805	279,805
Interest and Fiscal Charges	90,190	90,190	79,405
Total Expenditures	369,995	369,995	360,637
Excess (Deficiency) of Revenues Over (Under) Expenditures	(313,995)	(313,995)	(293,910)
Other Financing Sources (Uses)			
Debt Issuance	-	-	945,000
Premium on Debt Issuance	-	-	26,982
Payment to Escrow Agent	-	-	(971,146)
Transfers In	313,995	313,995	923,592
	313,995	313,995	924,428
Net Change in Fund Balance	-	-	630,518
Fund Balance - Beginning			(1,008,737)
Fund Balance - Ending			(378,219)

VILLAGE OF BENSENVILLE, ILLINOIS**TIF V Heritage Square - Capital Projects Fund****Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	200,000	200,000	259,979
Interest	-	-	2
Total Revenues	200,000	200,000	259,981
Expenditures			
Debt Service			
Principal Retirement	55,000	55,000	55,000
Interest and Fiscal Charges	42,460	42,460	42,310
Total Expenditures	97,460	97,460	97,310
Net Change in Fund Balance	102,540	102,540	162,671
Fund Balance - Beginning			(131,771)
Fund Balance - Ending			30,900

VILLAGE OF BENSENVILLE, ILLINOIS

TIF VI Route 83/Thorndale - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 146,000	146,000	173,038
Interest		-	1
Total Revenues	146,000	146,000	173,039
Expenditures			
Debt Service			
Interest and Fiscal Charges	146,000	146,000	173,040
Net Change in Fund Balance	-	-	(1)
Fund Balance - Beginning			1
Fund Balance - Ending			-

VILLAGE OF BENSENVILLE, ILLINOIS

TIF XI Grand Ave/York Road - Capital Projects Fund

**Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Revenues			
Taxes			
Property	\$ 14,500	14,500	24,665
Interest	-	-	3
Total Revenues	14,500	14,500	24,668
Expenditures			
Debt Service			
Principal Retirement	90,000	90,000	90,000
Interest and Fiscal Charges	65,230	65,230	64,961
Total Expenditures	155,230	155,230	154,961
Excess (Deficiency) of Revenues Over (Under) Expenditures	(140,730)	(140,730)	(130,293)
Other Financing Sources			
Transfers In	140,730	140,730	140,730
Net Change in Fund Balance	-	-	10,437
Fund Balance - Beginning			(611,564)
Fund Balance - Ending			(601,127)

ENTERPRISE FUNDS

Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or where it has been decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purpose.

Utility Fund

The Utility Fund is used to account for all resources needed to produce and distribute water to Bensenville residents and businesses. In addition this fund accounts for the resources needed to collect and treat wastewater as well as maintenance of the Village's stormwater drainage system. Revenues are generated through charges to users based upon water consumption.

Recycling and Refuse Fund

The Recycling and Refuse Fund is used to account for the collection and payment of garbage collection fees.

Commuter Parking Lot Fund

The Parking Lot Fund is used to account for the monies received from the Metra Commuter parking lot meters.

VILLAGE OF BENSENVILLE, ILLINOIS**Utility - Enterprise Fund****Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 9,604,675	9,604,675	9,769,102
Operating Expenses			
Operations	12,239,665	12,239,665	6,822,012
Depreciation and Amortization	-	-	1,579,112
Total Operating Expenses	12,239,665	12,239,665	8,401,124
Operating Income (Loss)	(2,634,990)	(2,634,990)	1,367,978
Nonoperating Revenues (Expenses)			
Debt Issuance	4,500,000	4,500,000	-
Principal Payments	(645,000)	(645,000)	-
Interest Income	-	-	9,404
Interest Expense	(407,010)	(407,010)	(359,155)
	3,447,990	3,447,990	(349,751)
Income Before Transfers	813,000	813,000	1,018,227
Transfers Out	(813,000)	(813,000)	(813,000)
Change in Net Position	-	-	205,227
Net Position - Beginning			63,180,589
Net Position - Ending			63,385,816

VILLAGE OF BENSENVILLE, ILLINOIS

Combining Statement of Net Position

Nonmajor Enterprise Funds

December 31, 2012

	Recycling and Refuse	Commuter Parking Lot	Totals
ASSETS			
Current Assets			
Cash and Investments	\$ 156,060	211,170	367,230
Receivables - Net of Allowances	169,368	-	169,368
Total Current Assets	325,428	211,170	536,598
Noncurrent Assets			
Capital Assets			
Nondepreciable Capital Assets	-	56,722	56,722
Depreciable Capital Assets	-	618,464	618,464
Accumulated Depreciation	-	(235,881)	(235,881)
Total Noncurrent Assets	-	439,305	439,305
Total Assets	325,428	650,475	975,903
LIABILITIES			
Current Liabilities			
Accounts Payable	142,041	-	142,041
NET POSITION			
Investment in Capital Assets	-	439,305	439,305
Unrestricted	183,387	211,170	394,557
Total Net Position	183,387	650,475	833,862

VILLAGE OF BENSENVILLE, ILLINOIS

Combining Statement of Revenues, Expenses and Changes in Net Position

**Nonmajor Enterprise Funds
Year Ended December 31, 2012**

	Recycling and Refuse	Commuter Parking Lot	Totals
Operating Revenues			
Charges for Services	\$ 1,505,463	34,653	1,540,116
Operating Expenses			
Operations	1,661,131	1,084	1,662,215
Depreciation and Amortization	-	12,602	12,602
Total Operating Expenses	1,661,131	13,686	1,674,817
Income (Loss) Before Transfers	(155,668)	20,967	(134,701)
Transfers Out	-	(30,000)	(30,000)
Change in Net Position	(155,668)	(9,033)	(164,701)
Net Position - Beginning	339,055	659,508	998,563
Net Position - Ending	183,387	650,475	833,862

VILLAGE OF BENSENVILLE, ILLINOIS

Combining Statement of Cash Flows

Nonmajor Enterprise Funds Year Ended December 31, 2012

	Recycling and Refuse	Commuter Parking Lot	Totals
Cash Flows from Operating Activities			
Receipts from Customers and Users	\$ 1,514,262	34,653	1,548,915
Payments to Suppliers	(1,788,910)	(1,818)	(1,790,728)
	(274,648)	32,835	(241,813)
Cash Flows from Noncapital Financing Activities			
Transfers In (Out)	-	(30,000)	(30,000)
Net Change in Cash and Cash Equivalents	(274,648)	2,835	(271,813)
Cash and Cash Equivalents - Beginning of Year	430,708	208,335	639,043
Cash and Cash Equivalents - End of Year	156,060	211,170	367,230
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities			
Operating Income (Loss)	(155,668)	20,967	(134,701)
Adjustments to Reconcile Operating Income to Net Income to Net Cash			
Provided by (Used in) Operating Activities			
Depreciation and Amortization Expense	-	12,602	12,602
(Increase) Decrease in Current Assets	8,799	-	8,799
Increase (Decrease) in Current Liabilities	(127,779)	(734)	(128,513)
Net Cash Provided by Operating Activities	(274,648)	32,835	(241,813)

VILLAGE OF BENSENVILLE, ILLINOIS

Recycling and Refuse - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 1,567,000	1,567,000	1,505,463
Operating Expenses			
Operations	1,625,000	1,625,000	1,661,131
Change in Net Position	(58,000)	(58,000)	(155,668)
Net Position - Beginning			339,055
Net Position - Ending			183,387

VILLAGE OF BENSENVILLE, ILLINOIS

Commuter Parking - Enterprise Fund

**Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual
Year Ended December 31, 2012**

	Budget		Actual
	Original	Final	
Operating Revenues			
Charges for Services	\$ 35,000	35,000	34,653
Operating Expenses			
Operations	5,000	5,000	1,084
Depreciation and Amortization	-	-	12,602
Total Operating Expenses	5,000	5,000	13,686
Income Before Transfers	30,000	30,000	20,967
Transfers Out	(30,000)	(30,000)	(30,000)
Change in Net Position	-	-	(9,033)
Net Position - Beginning			659,508
Net Position - Ending			650,475

TRUST AND AGENCY FUNDS

PENSION TRUST FUND

Police Pension Fund

The Police Pension Fund is used to account for the accumulation of resources to be used for retirement annuity payments to employees on the police force at appropriate amounts and times in the future. Resources are contributed by employees at rates fixed by law and by the City at amounts determined by an annual actuarial study.

AGENCY FUND

Agency funds are established to administer resources received and held by the Village as the trustee. Use of these funds facilitates the discharge of responsibilities placed upon the governmental unit by virtue of law or other similar authority.

Escrow and Deposits Fund

The Escrow and Deposits Fund is used to account for monies received from individuals or private organizations and held by the Village in a refundable deposit nature. The money is refunded when the improvements have been completed and approved.

VILLAGE OF BENSENVILLE, ILLINOIS

Escrow and Deposits - Agency Fund

**Schedule of Changes in Assets and Liabilities
Year Ended December 31, 2012**

	Beginning Balances	Additions	Deductions	Ending Balances
ASSETS				
Cash and Investments	\$ 724,241	883,801	876,393	731,649
Accounts Receivable	315	-	315	-
Total Assets	724,556	883,801	876,708	731,649
LIABILITIES				
Accounts Payable	11,769	119,070	127,027	3,812
Deposits Payable	673,945	158,773	143,723	688,995
Other Liabilities	38,842	-	-	38,842
Total Liabilities	724,556	277,843	270,750	731,649

SUPPLEMENTAL SCHEDULES

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

**General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 1998
December 31, 2012**

Date of Issue	October 1, 1998
Date of Maturity	May 1, 2014
Authorized Issue	\$300,000
Denomination of Bonds	\$5,000
Interest Rate	4.25%
Interest Dates	May 1 and November 1
Principal Maturity Date	May 1
Payable at	Cole Taylor Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements	
	Principal	Interest
2013	\$ 150,000	9,563
2014	150,000	3,187
	300,000	12,750

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 1998A December 31, 2012

Date of Issue	December 15, 1998
Date of Maturity	May 1, 2013
Authorized Issue	\$240,000
Denomination of Bonds	\$5,000
Interest Rate	4.40%
Interest Dates	May 1 and November 1
Principal Maturity Date	May 1
Payable at	Harris Trust and Savings Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2013	\$ 240,000	5,280	245,280

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2001A December 31, 2012

Date of Issue	April 15, 2001
Date of Maturity	May 1, 2014
Authorized Issue	\$65,000
Denomination of Bonds	\$5,000
Interest Rates	5.10% to 5.15%
Interest Dates	May 1 and November 1
Principal Maturity Date	May 1
Payable at	Amalgamated Bank of Chicago

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2013	\$ 30,000	2,567	32,567
2014	35,000	901	35,901
	65,000	3,468	68,468

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

Waterworks and Sewerage Revenue Refunding Bonds of 2003 December 31, 2012

Date of Issue	February 1, 2003
Date of Maturity	November 1, 2014
Authorized Issue	\$1,950,000
Denomination of Bonds	\$5,000
Interest Rates	2.10% to 5.00%
Interest Dates	May 1 and November 1
Principal Maturity Date	November 1
Payable at	Cole Taylor Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements	
	Principal	Interest
2013	\$ 165,000	8,110
2014	110,000	2,255
	275,000	10,365

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2003G December 31, 2012

Date of Issue	November 1, 2003
Date of Maturity	May 1, 2016
Authorized Issue	\$500,000
Denomination of Bonds	\$5,000
Interest Rates	4.00% to 4.55%
Interest Dates	May 1 and November 1
Principal Maturity Date	May 1
Payable at	Cole Taylor Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 75,000	20,300	95,300
2014	125,000	16,113	141,113
2015	150,000	10,125	160,125
2016	150,000	3,412	153,412
	500,000	49,950	549,950

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Alternate Revenue Source) Bonds of 2004D December 31, 2012

Date of Issue	August 16, 2004
Date of Maturity	December 1, 2023
Authorized Issue	\$4,000,000
Denomination of Bonds	\$5,000
Interest Rates	2.50% to 5.25%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Cole Taylor Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 200,000	126,364	326,364
2014	210,000	118,564	328,564
2015	220,000	110,164	330,164
2016	230,000	101,034	331,034
2017	235,000	91,258	326,258
2018	245,000	80,918	325,918
2019	260,000	68,056	328,056
2020	270,000	54,406	324,406
2021	285,000	41,918	326,918
2022	295,000	28,738	323,738
2023	310,000	14,726	324,726
	2,760,000	836,146	3,596,146

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Waterworks and Sewerage Alternate Revenue Source) Bonds of 2004E December 31, 2012

Date of Issue	September 1, 2004
Date of Maturity	May 1, 2021
Authorized Issue	\$1,625,000
Denomination of Bonds	\$5,000
Interest Rates	4.25% to 5.00%
Interest Dates	May 1 and November 1
Principal Maturity Date	May 1
Payable at	Cole Taylor Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 25,000	74,392	99,392
2014	25,000	73,143	98,143
2015	70,000	70,785	140,785
2016	80,000	67,352	147,352
2017	90,000	63,672	153,672
2018	115,000	59,105	174,105
2019	370,000	47,915	417,915
2020	405,000	29,947	434,947
2021	445,000	10,291	455,291
	1,625,000	496,602	2,121,602

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Limited Tax Refunding Bonds of 2009 December 31, 2012

Date of Issue	October 28, 2009
Date of Maturity	December 30, 2017
Authorized Issue	\$3,450,000
Denomination of Bonds	\$5,000
Interest Rates	2.50% to 3.40%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 460,000	74,770	534,770
2014	470,000	60,970	530,970
2015	485,000	46,870	531,870
2016	500,000	32,320	532,320
2017	480,000	16,320	496,320
	2,395,000	231,250	2,626,250

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Alternate Revenue Source) Bonds of 2011A December 31, 2012

Date of Issue	June 14, 2011
Date of Maturity	December 15, 2030
Authorized Issue	\$17,975,000
Denomination of Bonds	\$5,000
Interest Rates	3.00% to 5.00%
Interest Dates	June 15 and December 15
Principal Maturity Date	December 15
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ -	875,550	875,550
2014	-	875,550	875,550
2015	100,000	875,550	975,550
2016	100,000	872,550	972,550
2017	100,000	869,550	969,550
2018	100,000	866,050	966,050
2019	100,000	862,300	962,300
2020	225,000	858,300	1,083,300
2021	250,000	849,300	1,099,300
2022	500,000	839,300	1,339,300
2023	1,000,000	814,300	1,814,300
2024	1,200,000	764,300	1,964,300
2025	1,250,000	711,500	1,961,500
2026	1,400,000	649,000	2,049,000
2027	1,950,000	582,500	2,532,500
2028	2,950,000	485,000	3,435,000
2029	3,340,000	337,500	3,677,500
2030	3,410,000	170,500	3,580,500
	17,975,000	13,158,600	31,133,600

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Alternate Revenue Source) Bonds of 2011B December 31, 2012

Date of Issue	October 3, 2011
Date of Maturity	December 30, 2030
Authorized Issue	\$7,205,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 5.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2013	\$ 275,000	308,506	583,506
2014	280,000	303,006	583,006
2015	290,000	294,606	584,606
2016	295,000	285,906	580,906
2017	310,000	277,056	587,056
2018	315,000	264,656	579,656
2019	330,000	252,056	582,056
2020	345,000	235,556	580,556
2021	360,000	218,306	578,306
2022	375,000	200,306	575,306
2023	390,000	181,556	571,556
2024	415,000	162,056	577,056
2025	435,000	141,306	576,306
2026	460,000	119,556	579,556
2027	490,000	98,282	588,282
2028	515,000	75,618	590,618
2029	545,000	51,800	596,800
2030	575,000	26,594	601,594
	7,000,000	3,496,728	10,496,728

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Alternate Revenue Source) Refunding Bonds of 2011C December 31, 2012

Date of Issue	October 3, 2011
Date of Maturity	December 30, 2020
Authorized Issue	\$1,380,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 4.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 160,000	41,262	201,262
2014	155,000	38,062	193,062
2015	155,000	33,412	188,412
2016	150,000	28,762	178,762
2017	150,000	24,263	174,263
2018	150,000	18,263	168,263
2019	195,000	12,263	207,263
2020	190,000	6,413	196,413
	1,305,000	202,700	1,507,700

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Alternate Revenue Source) Refunding Bonds of 2011D December 31, 2012

Date of Issue	October 3, 2011
Date of Maturity	December 30, 2020
Authorized Issue	\$1,630,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 4.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2013	\$ 110,000	50,331	160,331
2014	115,000	48,131	163,131
2015	130,000	44,681	174,681
2016	145,000	40,781	185,781
2017	150,000	36,432	186,432
2018	150,000	30,432	180,432
2019	145,000	24,431	169,431
2020	595,000	20,081	615,081
	1,540,000	295,300	1,835,300

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Refunding Bonds of 2012A December 31, 2012

Date of Issue	May 22, 2012
Date of Maturity	December 30, 2021
Authorized Issue	\$1,825,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 3.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 50,000	66,547	116,547
2014	190,000	42,400	232,400
2015	200,000	38,600	238,600
2016	205,000	34,600	239,600
2017	205,000	30,500	235,500
2018	210,000	26,400	236,400
2019	215,000	20,100	235,100
2020	225,000	13,650	238,650
2021	230,000	6,900	236,900
	1,730,000	279,697	2,009,697

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

**General Obligation (Alternate Revenue Source) Refunding Bonds of 2012B
December 31, 2012**

Date of Issue	May 22, 2012
Date of Maturity	December 30, 2020
Authorized Issue	\$1,000,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 3.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 105,000	22,550	127,550
2014	110,000	20,450	130,450
2015	120,000	18,250	138,250
2016	120,000	15,850	135,850
2017	125,000	13,450	138,450
2018	120,000	10,950	130,950
2019	125,000	7,350	132,350
2020	120,000	3,600	123,600
	945,000	112,450	1,057,450

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Alternate Revenue Source) Refunding Bonds of 2012C December 31, 2012

Date of Issue	May 22, 2012
Date of Maturity	December 30, 2022
Authorized Issue	\$1,515,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 4.00%
Interest Dates	June 30 and December 30
Principal Maturity Date	December 30
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 120,000	40,450	160,450
2014	105,000	38,050	143,050
2015	110,000	35,950	145,950
2016	105,000	33,750	138,750
2017	105,000	31,650	136,650
2018	110,000	29,550	139,550
2019	115,000	26,250	141,250
2020	115,000	22,800	137,800
2021	125,000	19,350	144,350
2022	390,000	15,600	405,600
	1,400,000	293,400	1,693,400

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation (Waterworks and Sewerage Alternate Revenue Source) Refunding Bonds of 2012E December 31, 2012

Date of Issue	September 25, 2012
Date of Maturity	May 1, 2023
Authorized Issue	\$6,000,000
Denomination of Bonds	\$5,000
Interest Rates	2.00% to 3.00%
Interest Dates	May 1 and November 1
Principal Maturity Date	May 1
Payable at	The Bank of New York Mellon Trust Company

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ -	141,078	141,078
2014	285,000	132,226	417,226
2015	450,000	124,874	574,874
2016	460,000	115,774	575,774
2017	620,000	104,974	724,974
2018	610,000	91,151	701,151
2019	410,000	78,401	488,401
2020	405,000	68,213	473,213
2021	395,000	57,225	452,225
2022	840,000	38,700	878,700
2023	870,000	13,050	883,050
	5,345,000	965,666	6,310,666

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Debt Certificates of 2003C December 31, 2012

Date of Issue	February 18, 2003
Date of Maturity	December 1, 2013
Authorized Issue	\$1,000,000
Denomination of Bonds	\$5,000
Interest Rates	1.60% to 4.40%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	Cole Taylor Bank, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2013	\$ 120,000	5,280	125,280

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

**General Obligation Taxable Debt Refunding Certificates of 2004B
December 31, 2012**

Date of Issue	March 16, 2004
Date of Maturity	June 1, 2018
Authorized Issue	\$9,000,000
Denomination of Bonds	\$5,000
Interest Rates	3.20% to 6.08%
Interest Date	June 1
Principal Maturity Date	June 1
Payable at	The Bank of New York, National Association

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 915,000	376,608	1,291,608
2014	965,000	325,734	1,290,734
2015	1,020,000	272,080	1,292,080
2016	1,085,000	210,064	1,295,064
2017	1,150,000	144,096	1,294,096
2018	1,220,000	74,176	1,294,176
	6,355,000	1,402,758	7,757,758

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Debt Certificates of 2005

December 31, 2012

Date of Issue	March 1, 2005
Date of Maturity	December 15, 2021
Authorized Issue	\$1,225,000
Denomination of Bonds	\$5,000
Interest Rates	2.50% to 4.60%
Interest Dates	June 15 and December 15
Principal Maturity Date	December 15
Payable at	The Bank of New York Trust Company, NA, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 60,000	39,925	99,925
2014	65,000	37,615	102,615
2015	65,000	35,015	100,015
2016	70,000	32,350	102,350
2017	75,000	29,410	104,410
2018	80,000	26,186	106,186
2019	90,000	22,666	112,666
2020	200,000	18,660	218,660
2021	210,000	9,660	219,660
	915,000	251,487	1,166,487

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

Taxable General Obligation Limited Tax Debt Certificates of 2006A December 31, 2012

Date of Issue	May 22, 2006
Date of Maturity	April 1, 2015
Authorized Issue	\$5,935,000
Denomination of Bonds	\$5,000
Interest Rates	5.55% to 5.80%
Interest Dates	April 1 and October 1
Principal Maturity Date	April 1
Payable at	The Bank of New York Trust Company, NA, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		
	Principal	Interest	Totals
2013	\$ 930,000	88,798	1,018,798
2014	990,000	33,350	1,023,350
2015	80,000	2,320	82,320
	2,000,000	124,468	2,124,468

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Limited Tax Debt Certificates of 2006B December 31, 2012

Date of Issue	May 22, 2006
Date of Maturity	April 1, 2016
Authorized Issue	\$2,065,000
Denomination of Bonds	\$5,000
Interest Rate	5.00%
Interest Dates	April 1 and October 1
Principal Maturity Date	April 1
Payable at	The Bank of New York Trust Company, NA, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ -	103,250	103,250
2014	-	103,250	103,250
2015	970,000	79,000	1,049,000
2016	1,095,000	27,375	1,122,375
	2,065,000	312,875	2,377,875

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Long-Term Debt Requirements

General Obligation Refunding Debt Certificates of 2012D December 31, 2012

Date of Issue	May 22, 2012
Date of Maturity	December 1, 2017
Authorized Issue	\$2,300,000
Denomination of Bonds	\$5,000
Interest Rates	2.50% to 3.10%
Interest Dates	June 1 and December 1
Principal Maturity Date	December 1
Payable at	The Bank of New York Trust Company, NA, Chicago IL

CURRENT AND LONG-TERM PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Requirements		Totals
	Principal	Interest	
2013	\$ 385,000	58,865	443,865
2014	390,000	49,240	439,240
2015	480,000	39,490	519,490
2016	400,000	27,010	427,010
2017	510,000	15,810	525,810
	2,165,000	190,415	2,355,415

STATISTICAL SECTION

(Unaudited)

This part of the comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the Village's overall financial health.

Financial Trends

These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.

Revenue Capacity

These schedules contain information to help the reader assess the Village's most significant local revenue sources.

Debt Capacity

These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.

VILLAGE OF BENSENVILLE, ILLINOIS

Net Position by Component - Last Nine Fiscal Years*
(Amounts Expressed in Thousands)
December 31, 2012 (Unaudited)

See Following Page

VILLAGE OF BENSENVILLE, ILLINOIS

Net Position by Component - Last Nine Fiscal Years* (Amounts Expressed in Thousands) December 31, 2012 (Unaudited)

	2004	2005	2006
Governmental Activities			
Net Investment in Capital Assets	\$ 6,970	5,421	12,850
Restricted	-	-	-
Unrestricted	1,492	2,790	(3,215)
Total Governmental Activities Net Position	8,462	8,211	9,635
Business-Type Activities			
Net Investment in Capital Assets	70,365	64,130	62,027
Restricted	-	-	-
Unrestricted	(4,956)	(3,054)	(3,461)
Total Business-Type Activities Net Position	65,409	61,076	58,566
Primary Government			
Net Investment in Capital Assets	77,335	69,551	74,877
Restricted	-	-	-
Unrestricted	(3,464)	(264)	(6,676)
Total Primary Government Net Position	73,871	69,287	68,201

* Accrual Basis of Accounting

** In FY2010 the Village changed from an April 30th to a December 31st year-end.
FY2010 is a 20 month fiscal period.

Data Source: Village Records

The Village implemented GASB No. 34 for the fiscal year ended April 30, 2004.

2007	2008	2009	2010**	2011	2012
9,945	17,657	19,513	30,196	33,752	35,131
5,735	4,084	3,715	5,439	3,645	2,907
3,205	(6,459)	(6,538)	(1,227)	2,515	5,857
18,885	15,282	16,690	34,408	39,912	43,895
59,243	53,475	54,865	52,402	52,642	54,058
-	-	-	-	-	-
(7,442)	7,455	6,101	11,983	11,537	10,162
51,801	60,930	60,966	64,385	64,179	64,220
69,188	71,132	74,378	82,598	86,394	89,189
5,735	4,084	3,715	5,439	3,645	2,907
(4,237)	996	(437)	10,756	14,052	16,019
70,686	76,212	77,656	98,793	104,091	108,115

VILLAGE OF BENSENVILLE, ILLINOIS

Changes in Net Position - Last Nine Fiscal Years*
(Amounts Expressed in Thousands)
December 31, 2012 (Unaudited)

	2004	2005	2006	2007	2008	2009	2010**	2011	2012
Expenses									
Governmental Activities									
General Government	\$ 3,536	3,833	3,604	5,063	4,643	8,146	8,087	4,067	5,030
Public Safety	6,469	6,864	8,157	5,337	4,448	3,920	9,932	6,327	5,904
Community Development	846	974	1,017	861	1,715	1,422	3,556	1,268	4,126
Public Works	4,853	2,866	2,852	2,672	3,567	4,426	6,897	4,407	3,447
Culture and Recreation	2,391	3,337	2,934	2,514	2,689 (a)	4,379	4,953	3,156	968
Interest on Long-Term Debt	2,190	2,629	2,214	2,234	1,552	2,742	3,615	3,128	3,005
Total Governmental Activities Expenses	20,285	20,503	20,778	18,681	18,614	25,035	37,040	22,353	22,480
Business-Type Activities									
Waterworks, Sewage and Garbage	7,616	8,992	7,936	8,123	7,875	9,663	15,609	9,930	10,421
Rental Property	504	680	480	465	457	528	574	-	-
Recreation	5,216	5,445	5,432	5,577	5,152 (a)	-	-	-	-
Metra Lot	12	25	14	14	13	13	90	14	14
Total Business-Type Activities Expenses	13,348	15,142	13,862	14,179	13,497	10,204	16,273	9,944	10,435
Total Primary Government Expenses	33,633	35,645	34,640	32,860	32,111	35,239	53,313	32,297	32,915
Program Revenues									
Governmental Activities									
Charges for Services									
General Government	353	327	957	837	1,004	1,742	2,344	940	1,507
Public Safety	461	340	441	593	716	705	1,506	1,052	926
Community Development	817	947	565	565	558	635	717	332	-
Public Works	65	70	29	12	2	133	260	52	79
Culture and Recreation	154	142	119	130	259 (a)	2,739	4,441	2,734	2,580
Operating Grants/Contributions	608	747	692	725	966	706	1,150	695	594
Capital Grants/Contributions	-	186	-	-	-	-	954	444	638
Total Governmental Activities Program Revenues	2,458	2,759	2,803	2,862	3,505	6,660	11,372	6,249	6,324
Business-Type Activities									
Charges for Services									
Waterworks, Sewage and Garbage	7,862	7,716	8,916	8,914	8,224	10,140	17,157	10,675	11,274
Rental Property	85	143	108	108	105	140	149	-	-
Recreation	3,421	3,298	3,182	3,226	3,141 (a)	-	-	-	-
Metra Lot	28	26	24	32	28	24	56	37	35
Operating Grants/Contributions	-	-	-	-	1,205	-	-	-	-
Total Business-Type Activities Program Revenues	11,396	11,183	12,230	12,280	12,703	10,304	17,362	10,712	11,309
Total Primary Government Program Revenues	13,854	13,942	15,033	15,142	16,208	16,964	28,734	16,961	17,633

	2004	2005	2006	2007	2008	2009	2010**	2011	2012
Net (Expense) Revenue									
Governmental Activities	\$ (17,827)	(17,744)	(17,975)	(15,819)	(15,109)	(18,375)	(25,668)	(16,104)	(16,156)
Business-Type Activities	(1,952)	(3,959)	(1,632)	(1,899)	(794)	100	1,089	768	874
Total Primary Government Net (Expense) Revenue	(19,779)	(21,703)	(19,607)	(17,718)	(15,903)	(18,275)	(24,579)	(15,336)	(15,282)
General Revenues and Other Changes in Net Position									
Governmental Activities									
Taxes									
Property	7,265	7,480	7,501	6,296	5,423	6,504	9,425	5,693	6,680
Sales	3,845	4,041	4,648	7,491	8,196	7,192	12,041	7,821	8,520
Utility	1,779	1,686	1,929	1,733	1,815	1,700	2,443	1,569	1,494
Telecommunications	1,808	1,631	1,445	1,517	1,561	1,511	2,272	1,399	1,394
Other	290	225	214	219	211	661	747	425	397
Intergovernmental - Unrestricted									
State Income Tax	1,450	1,666	1,851	2,050	2,245	1,858	2,469	1,513	1,384
Replacement Taxes	-	-	167	192	205	186	270	167	162
Interest	45	40	104	345	360	148	629	83	91
Miscellaneous	116	128	413	584	208	179	1,267	1,807	29
Gain/(Loss) on Sale of Assets	234	122	51	-	-	-	-	155	-
Transfers	(1,579)	525	1,076	2,650	(9,923)	67	881	976	843
Special Items	-	-	-	-	1,205	(467)	10,942	-	-
Total Governmental Activities General Revenues	15,253	17,544	19,399	23,077	11,506	19,539	43,386	21,608	20,994
Business-Type Activities									
Taxes, Property	-	145	154	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-
Interest	51	5	2	11	1	1	1	3	10
Gain/(Loss) on Sale of Assets	(25)	-	42	-	-	-	-	-	-
Transfers	1,579	(525)	(1,076)	(2,650)	9,923	(67)	(881)	(976)	(843)
Special Items	-	-	-	-	-	-	3,209	-	-
Total Business-Type Activities General Revenues	1,605	(375)	(878)	(2,639)	9,924	(66)	2,329	(973)	(833)
Total Primary Government General Revenues	16,858	17,169	18,521	20,438	21,430	19,473	45,715	20,635	20,161
Changes in Net Position									
Governmental Activities	(2,574)	(200)	1,424	7,258	(3,603)	1,164	17,718	5,504	4,838
Business-Type Activities	(347)	(4,334)	(2,510)	(4,538)	9,130	34	3,418	(205)	41
Total Primary Government Changes in Net Position	(2,921)	(4,534)	(1,086)	2,720	5,527	1,198	21,136	5,299	4,879

* Accrual Basis of Accounting

** In FY2010 the Village changed from an April 30th to a December 31st year-end. FY2010 is a 20 month fiscal period.

(a) At FYE 2008 the Recreation Fund was closed as a Business-Type Fund and combined with Governmental Culture & Recreation

Data Source: Village Records

The Village implemented GASB No. 34 for the fiscal year ended April 30, 2004.

VILLAGE OF BENSENVILLE, ILLINOIS

Fund Balances of Governmental Funds - Last Ten Fiscal Years*

(Amounts Expressed in Thousands)

December 31, 2012 (Unaudited)

	2003	2004	2005
General Fund			
Reserved	\$ 8,436	9,532	8,867
Unreserved	149	(162)	943
Nonspendable	-	-	-
Restricted	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total General Fund	8,585	9,370	9,810
All Other Governmental Funds			
Reserved	3,456	2,479	2,646
Unreserved, Reported in,			
Special Revenue Funds	820	519	520
Debt Service Funds	(1,133)	(1,198)	(1,705)
Capital Projects Funds	(6,346)	(6,617)	(4,841)
Nonspendable	-	-	-
Restricted	-	-	-
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
Total All Other Governmental Funds	(3,203)	(4,817)	(3,380)
Total Governmental Funds	5,382	4,553	6,430

* Modified Accrual Basis of Accounting

** In FY2010 the Village changed from an April 30th to a December 31st year-end.
FY2010 is a 20 month fiscal period.

Data Source: Village Records

The Village implemented GASB No. 54 for the fiscal year ended December 31, 2011.

2006	2007	2008	2009	2010**	2011	2012
-	158	114	6,127	7,351	-	-
11,146	13,881	2,459	(5,155)	750	-	-
-	-	-	-	-	3,922	3,236
-	-	-	-	-	2,365	2,714
-	-	-	-	-	1,179	1,300
-	-	-	-	-	3,814	6,208
11,146	14,039	2,573	972	8,101	11,280	13,458
-	5,735	5,957	4,017	1,877	-	-
1,691	1,332	1,666	884	899	-	-
(1,349)	(1,379)	(2,176)	(1,558)	3,194	-	-
(4,567)	(2,412)	(2,899)	(2,418)	(4,230)	-	-
-	-	-	-	-	2,849	2,414
-	-	-	-	-	18,561	14,429
-	-	-	-	-	826	904
-	-	-	-	-	489	1,634
-	-	-	-	-	(5,203)	(4,976)
(4,225)	3,276	2,548	925	1,740	17,522	14,405
6,921	17,315	5,121	1,897	9,841	28,802	27,863

VILLAGE OF BENSENVILLE, ILLINOIS

Changes in Fund Balances of Governmental Funds - Last Nine Fiscal Years* **(Amounts Expressed in Thousands)** **December 31, 2012 (Unaudited)**

	2004	2005	2006
Revenues			
Taxes	\$ 11,073	11,003	15,662
Licenses, Permits and Fees	948	1,008	1,269
Intergovernmental	5,969	6,705	2,682
Charges for Services	377	409	410
Fines and Forfeitures	327	215	286
Interest	45	40	105
Miscellaneous	283	271	557
Total Revenues	19,022	19,651	20,971
Expenditures			
Current			
General Government	3,804	3,667	3,665
Public Safety - Police	6,445	6,584	6,615
Community Development	732	622	822
Public Works	2,103	2,045	3,472
Community Services / Culture & Recreation	2,789	3,288	2,851
Capital Outlay	2,710	2,705	-
Debt Service			
Principal Retirement	2,539	2,786	3,216
Interest and Fiscal Charges	2,144	2,515	2,045
Total Expenditures	23,266	24,212	22,686
Excess (Deficiency) of Revenues			
Over (Under) Expenditures	(4,244)	(4,561)	(1,715)
Other Financing Sources (Uses)			
Debt Issuance	4,578	5,388	265
Payment to Escrow	-	-	-
Sale of Assets	238	121	59
Transfers In	4,857	3,438	4,972
Transfers Out	(6,436)	(2,913)	(3,896)
Total Other Financing Sources (Uses)	3,237	6,034	1,400
Special Items	-	-	-
Net Change in Fund Balances	(1,007)	1,473	(315)
 Debt Service as a Percentage of Noncapital Expenditures	 22.8%	 24.6%	 23.2%

* Modified Accrual Basis of Accounting

Note: Information only available through 2004 as that was the first year a Statement of Activities was presented.

** In FY2010 the Village changed from an April 30th to a December 31st year-end. FY2010 is a 20 month fiscal period.

(a) At FYE 2008 the Recreation Fund was closed as a Business-Type Fund and included in Government Funds in FY2009.

Data Source: Village Records

2007	2008	2009	2010**	2011	2012
17,073	17,170	17,714	26,656	16,932	20,031
1,189	1,328	1,238	1,757	2,402	1,021
2,943	3,414	2,717	4,611	914	1,706
471	658	3,915 (a)	5,896	3,146	3,282
355	480	604	1,356	999	790
345	360	148	629	83	91
733	281	376	1,466	1,738	29
23,109	23,691	26,712	42,371	26,214	26,950
4,489	4,495	7,742	7,615	4,294	4,477
6,317	3,851	4,161	8,468	5,506	5,703
850	1,715	1,412	3,558	2,254	4,902
2,342	3,574	2,296	3,568	2,462	2,620
2,691	2,689	4,286 (a)	5,047	2,847	4,558
-	-	3,071	3,200	9,670	-
3,528	3,528	4,876	9,427	3,728	3,834
2,026	1,460	2,393	3,683	2,678	2,649
22,243	21,312	30,237	44,566	33,439	28,743
866	2,379	(3,525)	(2,195)	(7,225)	(1,793)
4,888	265	432	3,635	27,998	6,307
-	573	-	(3,380)	(2,990)	(6,304)
-	-	-	-	202	8
9,365	7,414	11,513	17,047	6,297	5,602
(6,715)	(22,125)	(11,446)	(13,629)	(5,321)	(4,759)
7,538	(13,873)	499	3,673	26,186	854
-	-	-	6,465	-	-
8,404	(11,494)	(3,026)	7,943	18,961	(939)
25.0%	23.4%	26.8%	31.7%	27.0%	27.3%

VILLAGE OF BENSENVILLE, ILLINOIS

Assessed Value and Actual Value of Taxable Property - Last Ten Tax Levy Years
(Amounts Expressed in Thousands)
December 31, 2012 (Unaudited)

Tax Levy Year	Residential Property	Farm/ Railroad Property	Commercial Property	Industrial Property
2002	\$ 261,747	\$ 1,106	\$ 55,002	\$ 243,954
2003	293,060	1,068	54,616	238,860
2004	312,233	899	56,726	253,898
2005	337,287	761	57,905	263,441
2006	355,990	743	58,466	276,898
2008	360,053	740	67,214	274,385
2008	374,795	986	67,285	293,550
2009	378,807	1,209	80,804	287,147
2010	342,677	1,731	72,516	263,539
2011	279,630	1,994	71,736	256,426

Data Source: DuPage County Clerk's Office

Total Taxable Assessed Value	Percentage Increase (Decrease)	Total Direct Tax Rate	Estimated Actual Value	Ratio of Equalized Assessed Value to Estimated Actual Value
\$ 561,809	7.66%	0.0870	\$ 1,687,114	33.30%
587,604	4.59%	0.0881	1,764,577	33.30%
623,756	6.15%	0.0847	1,873,141	33.30%
659,394	5.71%	0.0779	1,980,162	33.30%
692,097	4.96%	0.0358	2,078,369	33.30%
702,392	1.49%	0.0641	2,109,285	33.30%
736,616	4.87%	0.0652	2,212,060	33.30%
747,967	1.54%	0.0646	2,246,147	33.30%
680,463	(9.02)%	0.0744	2,043,432	33.30%
609,786	(10.39)%	0.0841	1,831,189	33.30%

VILLAGE OF BENSENVILLE, ILLINOIS

Direct and Overlapping Property Tax Rates - Last Ten Tax Levy Years

Property Tax Rates Per \$100 Assessed Valuation

December 31, 2012 (Unaudited)

	2002	2003	2004
Village Direct Rates			
General	\$ 0.2161	0.2123	0.2028
IMRF	0.0308	0.0304	0.0291
Bond and Interest	0.2134	0.2352	0.2290
Fire Protection	0.0766	0.0753	0.0721
Firemen's Pension	0.0380	0.0374	0.0359
Police Protection	0.1493	0.1466	0.1402
Policemen's Pension	0.0149	0.0147	0.0142
Tort Judgments	0.0621	0.0610	0.0584
Social Security	0.0363	0.0358	0.0342
Workers Compensation	0.0329	0.0323	0.0310
Total Village Direct Rates (1)	0.8704	0.8810	0.8469
Overlapping Rates			
DuPage County	0.2154	0.1999	0.1850
DuPage County Forest Preserve District	0.1534	0.1419	0.1358
DuPage Airport Authority	0.0248	0.0230	0.0213
Addison Township	0.0498	0.0489	0.0470
Addison Township Road District	0.0748	0.0734	0.0705
Bensenville Park District	0.3285	0.3450	0.3314
Bensenville Fire District Number 2	-	-	-
Bensenville Community Library District	0.1677	0.1643	0.1572
School District Number 2	2.5835	2.7136	2.6423
High School District Number 100	1.5247	1.5094	1.4473
Community College District Number 502	0.2179	0.2097	0.1972
Total Rates (2)	6.2109	6.3101	6.0819
Share of Total Tax Rate Levied by Village	14.01%	13.96%	13.92%

Data Source: DuPage County Clerk

(1) Statutory tax rate limits for the Village are as follow: Corporate (\$.4375) and Police Protection (\$.6000).

(2) Representative tax rates for other government units are for Addison Township tax code 3015, which represents approximately 80% of the Village's EAV.

2005	2006	2007	2008	2009	2010	2011
0.1995	-	0.2771	0.2796	0.2708	0.3198	0.3631
0.0287	0.0230	0.0107	0.0303	0.0284	0.0322	0.0364
0.1705	0.0973	0.0951	0.0756	0.0728	0.0815	0.0907
0.0709	-	-	-	-	-	-
0.0355	-	-	-	-	-	-
0.1380	0.1392	0.1295	0.1322	0.1389	0.1574	0.1782
0.0141	0.0161	0.0174	0.0306	0.0400	0.0449	0.0507
0.0574	0.0580	0.0631	0.0419	0.0365	0.0410	0.0464
0.0336	0.0153	0.0155	0.0358	0.0331	0.0375	0.0424
0.0307	0.0086	0.0324	0.0258	0.0258	0.0292	0.0332
0.7789	0.3575	0.6408	0.6518	0.6463	0.7435	0.8411
0.1797	0.1713	0.1651	0.1557	0.1554	0.1659	0.1773
0.1271	0.1303	0.1187	0.1206	0.1217	0.1321	0.1414
0.0198	0.0183	0.0170	0.0160	0.0148	0.0158	0.0169
0.0462	0.0450	0.0445	0.0443	0.0446	0.0509	0.0570
0.0693	0.0675	0.0668	0.0664	0.0668	0.0762	0.0853
0.3254	0.3288	0.3280	0.3262	0.3117	0.3614	0.4128
-	0.4861	0.4767	0.4663	0.4844	0.5376	0.6192
0.1547	0.1517	0.1546	0.1555	0.1566	0.1793	0.2038
2.7115	2.6599	2.6906	2.7058	2.7529	3.1160	3.5405
1.4164	1.3869	1.3925	1.3935	1.3993	1.6157	1.8069
0.1874	0.1929	0.1888	0.1858	0.2127	0.2349	0.2495
6.0164	5.9962	6.2841	6.2879	6.3672	7.2293	8.1517
12.95%	5.96%	10.20%	10.37%	10.15%	10.28%	10.32%

VILLAGE OF BENSENVILLE, ILLINOIS

Principal Property Taxpayers - Current Tax Levy Year and Nine Tax Levy Years Ago December 31, 2012 (Unaudited)

Taxpayer		2011 Tax Levy			2003 Tax Levy		
		Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Village Taxable Assessed Value
AMB Prop. RE Tax Co.	Real Estate	\$ 49,429,230	1	8.15%	\$		
YB Partners	Real Property	11,355,080	2	1.87%			
Crane & Norcross	Legal	5,841,220	3	0.96%	10,923,320	2	1.86%
Rreef American REIT II	Real Estate Investment Trust	5,761,080	4	0.95%	4,503,720	4	0.77%
TA Associates Realty	Real Estate Advisors	3,858,010	5	0.64%			
Linden Tower Apartments	Apartments	3,552,540	6	0.59%			
Midwest Senior Ministries	Nursing/Custodial Care Centers	2,857,440	7	0.47%			
Expeditors International	Freight Transportation	2,736,390	8	0.45%			
BT Property LLC	Real Estate	2,709,390	9	0.45%			
Center Point Properties	Real Estate	2,322,300	10	0.38%	5,093,010	3	0.87%
Trammell Crow Co	Real Estate				28,355,450	1	4.83%
854 Golf Lane Ltd	Real Estate				4,381,000	5	0.75%
Bensenville Associates	Real Estate				4,158,440	6	0.71%
Klefstad Companies, Inc.	Real Estate				4,054,340	7	0.69%
CB Richard Ellis Inc.	Real Estate				3,924,590	8	0.67%
WCZ LLC	Real Estate				3,267,340	9	0.56%
Miller Fluid Power Co.	Fluid Power Valves				2,750,190	10	0.47%
		<u>90,422,680</u>		<u>14.91%</u>	<u>71,411,400</u>		<u>12.15%</u>

Data Source: DuPage County Clerk

Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain mutiple parcels, and it is possible that some parcels and their valuations have been overlooked. The 2011 EAV is the most current available.

VILLAGE OF BENSENVILLE, ILLINOIS

Property Tax Levies and Collections - Last Ten Fiscal Years

(Amounts Expressed in Thousands)

December 31, 2012 (Unaudited)

Fiscal Year	Tax Levy Year	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date		Outstanding/ Delinquent Taxes	Ratio of Delinquent Taxes to Total Tax Levy
			Amount	Percentage of Levy		Amount	Percentage of Levy		
2003	2002	\$ 6,383	\$ 6,648	104.15%	\$ N/A	6,648	104.15%	(265)	-4.15%
2004	2003	7,148	6,874	96.17%	N/A	6,874	96.17%	9	0.13%
2005	2004	7,428	7,197	96.89%	N/A	7,197	96.89%	240	3.23%
2006	2005	7,428	7,205	97.00%	N/A	7,205	97.00%	463	6.23%
2007	2006	4,764	4,526	95.00%	N/A	4,526	95.00%	701	14.71%
2008	2007	6,415	6,247	97.38%	N/A	6,247	97.38%	869	13.55%
2009	2008	6,668	6,605	99.06%	N/A	6,605	99.06%	932	13.98%
2010	2009	5,421	6,122	112.93%	N/A	6,122	112.93%	231	4.26%
2011	2010	5,743	5,595	97.42%	68	5,663	98.61%	311	5.42%
2012	2011	4,963	4,920	99.13%	-	4,920	99.13%	43	0.87%

Data Source: Office of the Cook County Clerk

Note: Property in the City is reassessed each year. Property is assessed at 33% of actual value. calendar year's tax levy (i.e. data presented for the Fiscal Period ended Dec. 31, 2012 is based on the 2011 tax levy.)

**Note: In FY2010 the Village changed from an April 30th to a December 31st year end. FY2010 is a 20 month fiscal period.

VILLAGE OF BENSENVILLE, ILLINOIS

Property Value and Construction - Last Ten Fiscal Years

(Units are Actual Amounts - Values are Expressed in Thousands)

December 31, 2012 (Unaudited)

Fiscal Year	Commercial Construction	Value	Residential Construction	Value	Industrial Construction	Value
	Number of Units		Number of Units		Number of Units	
2003	N/A	\$ N/A	N/A	\$ N/A	N/A	\$ N/A
2004	N/A	N/A	N/A	N/A	N/A	N/A
2005	161	2,738	637	9,942	253	11,612
2006	151	4,367	571	8,440	272	7,619
2007	215	3,002	465	7,338	225	14,948
2008	184	2,902	392	4,066	232	18,338
2009	141	3,858	490	4,305	258	17,033
2010	N/A	8,396	N/A	5,726	N/A	29,132
2011	N/A	2,653	N/A	23,769	N/A	122,065
2012	113	4,143	440	2,523	213	7,323

N/A - Not Available

Data Source: Building and Zoning permits issued

		Property Value			
Commercial Construction		Residential Construction		Industrial Construction	
				Totals	
\$	N/A	\$	N/A	\$	N/A
	N/A		N/A		N/A
	3,642		13,223		32,309
	5,808		11,225		27,166
	3,993		9,760		33,634
	3,860		5,408		33,658
	5,131		5,726		33,511
	11,167		7,616		57,529
	3,528		31,613		197,487
	5,510		3,356		18,606

VILLAGE OF BENSENVILLE, ILLINOIS

Taxable Sales by Category - Last Ten Calendar Years December 31, 2012 (Unaudited)

	2002	2003	2004	2005
General Merchandise	\$ 139,624	159,774	166,170	182,767
Food Stores	1,205,005	1,413,761	1,715,115	1,665,939
Drinking & Eating Places	973,780	873,420	820,557	1,012,474
Apparel	224,561	88,332	43,126	43,004
Furniture, Household & Radio	696,707	689,376	1,134,411	2,360,431
Lumber, Building & Hardware	1,088,965	814,073	598,523	688,244
Automotive & Filling Stations	8,613,061	9,244,746	8,341,825	8,877,082
Drugs and Miscellaneous Retail	2,063,591	2,301,883	2,530,634	3,993,804
Agriculture & All Others	7,404,826	6,448,213	6,296,961	6,246,798
Manufactures	2,780,453	2,643,770	3,216,851	2,249,444
Total	25,190,573	24,677,348	24,864,173	27,319,987
Village Direct Sales Tax Rate	1.00%	1.00%	1.00%	1.00%

Data Source: Illinois Department of Revenue

2006	2007	2008	2009	2010	2011
145,820	160,457	135,211	117,522	117,777	117,777
1,901,041	1,998,414	2,205,144	1,479,795	1,885,018	1,885,018
1,084,317	1,195,070	1,166,766	1,083,108	1,133,076	1,133,076
59,094	56,342	44,754	37,851	35,657	35,657
4,378,616	4,434,775	4,472,255	4,587,258	5,291,218	5,291,218
836,508	1,095,811	1,027,172	827,334	825,862	825,862
9,893,256	9,329,732	9,272,468	8,559,417	9,860,246	9,860,246
5,648,017	3,007,446	2,844,332	2,697,568	2,834,547	2,834,547
8,178,594	9,665,852	10,090,269	8,483,706	8,321,241	8,321,241
1,978,101	1,926,648	1,739,257	1,194,390	1,290,457	1,290,457
34,103,364	32,870,547	32,997,628	29,067,949	31,595,099	31,595,098
1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

VILLAGE OF BENSENVILLE, ILLINOIS

Ratios of Outstanding Debt by Type - Last Ten Fiscal Years

(Dollars in Thousands, Except per Capita)

December 31, 2012 (Unaudited)

Fiscal Year	Governmental Activities			Business-Type
	G.O./Alternate Revenue Bonds/ Debt Certificates	Notes Payable	Capital Leases	General Obligation Bonds
2003	\$ 13,696	\$ 3,165	\$ 2,137	\$ 1,500
2004	15,162	3,000	2,288	4,000
2005	18,131	3,000	1,606	14,000
2006	16,649	3,000	1,025	14,000
2007	19,561	3,000	488	17,130
2008	31,636	3,564	1,589	4,000
2009	26,680	3,000	360	4,205
2010	22,212	3,000	409	-
2011	22,480	3,000	306	-
2012	19,795	3,000	197	-

Data Source: Village Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements. Does not include TIF or Special Assessment debt, which is not a Village obligation.

(1) See the Schedule of Demographic and Economic Statistics for personal income and population data.

Activities					
Alternate		Capital	Total	Percentage	
Revenue		Leases	Primary	of	
Bonds			Government	Personal	Per
				Income (1)	Capita (1)
\$ 7,995	\$ 9,990	\$ 38,483	192.03%	\$ 1.86	
9,855	9,595	43,900	219.06%	2.12	
12,970	2,110	51,817	258.57%	2.50	
12,545	1,725	48,944	244.23%	2.36	
11,790	1,400	53,369	266.31%	2.58	
11,250	94	52,133	260.14%	2.52	
10,690	84	45,019	224.65%	2.17	
9,573	202	35,396	176.63%	1.71	
8,885	167	34,838	157.05%	1.90	
8,350	130	31,472	147.44%	1.71	

VILLAGE OF BENSENVILLE, ILLINOIS

Ratios of General Bonded Debt Outstanding - Last Ten Fiscal Years

(Dollars in Thousands, Except per Capita)

December 31, 2012 (Unaudited)

Fiscal Year	General Obligation Bonds/ Debt Certificates	Amounts Available in the Debt Service Fund	Net General Obligation Bonds/ Debt Certificates	Percentage of Actual Taxable Value of Property (1)	Per Capita (2)
2003	\$ 15,196	\$ -	\$ 15,196	2.70%	\$ 734
2004	19,162	-	19,162	3.26%	926
2005	32,131	-	32,131	5.15%	1,552
2006	30,649	-	30,649	4.65%	1,480
2007	36,691	-	36,691	5.30%	1,772
2008	35,636	-	35,636	5.07%	1,721
2009	30,885	-	30,885	4.19%	1,467
2010	22,212	2,551	19,661	2.63%	919
2011	22,480	2,928	19,552	2.87%	1,139
2012	19,795	1,900	17,895	2.93%	975

Data Source: Village Records

Note: Details regarding the Village's outstanding debt can be found in the notes to the financial statements.

(1) See the Schedule of Assessed Value and Actual Value of Taxable Property for property value data.

(2) See the Schedule of Demographic and Economic Statistic for population data.

VILLAGE OF BENSENVILLE, ILLINOIS

Schedule of Direct and Overlapping Governmental Activities Debt December 31, 2012 (Unaudited)

Governmental Unit	Gross Debt	Percentage of Debt Applicable to Village (1)	Village's Share of Debt
Direct Debt			
Village of Bensenville	\$ 53,140,206	100.00%	53,140,206
Overlapping Debt			
Schools:			
Grade School District Number 2	37,336,922	72.35%	27,013,263
Grade School District Number 7	2,255,000	2.16%	48,708
Grade School Number 83	32,235,000	3.91%	1,260,389
High School District Number 100	3,980,000	42.04%	1,673,192
High School District Number 212	14,865,000	1.41%	209,597
Unit School District Number 205	123,058,882	2.25%	2,768,825
Community College District Number 502	260,980,000	1.58%	4,123,484
Total Schools			37,097,457
Other:			
DuPage County	255,550,000	1.53%	3,909,915
DuPage County Forest Preserve District	235,078,071	1.53%	3,596,694
Cook County	3,709,260,000	0.02%	741,852
Cook County Forest Preserve District	94,885,000	0.02%	18,977
Chicago Metropolitan Water Reclamation District	2,300,335,115	0.02%	460,067
Bensenville Park District	7,965,780	76.49%	6,093,025
Wood Dale Park District	2,573,773	2.00%	51,475
Total Other			14,872,006
Total Overlapping Debt			51,969,463
Total Direct and Overlapping Debt			105,109,669

Data Source: DuPage County Clerk and Cook County Clerk

(1) Determined by ratio of assessed valuation of property subject to taxation in the Village to valuation of property subject to taxation in overlapping unit. Percentages are based on the 2011 EAV for government units in DuPage County and the 2010 EAV for government units in Cook County, the most recent available for each county. Information presented is as of September 18, 2012.

VILLAGE OF BENSENVILLE, ILLINOIS

Demographic and Economic Statistics - Last Ten Fiscal Years December 31, 2012 (Unaudited)

Fiscal Year	(1) Population	(1) Per Capita Income	(1) Median Age	(2) Education Level in Years of Formal Schooling	(3) School Enrollment	(4) Unemployment Rate
2003	20,703	\$ 20,040	32.2	12.6	4,277	5.20%
2004	20,703	20,040	32.2	12.6	4,266	4.50%
2005	20,703	20,040	32.2	12.6	4,209	5.60%
2006	20,703	20,040	32.2	12.6	4,241	4.90%
2007	20,703	20,040	32.2	12.6	4,211	4.40%
2008	20,703	20,040	32.2	12.6	4,031	4.10%
2009	20,703	20,040	32.2	12.6	3,765	6.50%
2010	20,703	20,040	32.2	12.6	3,760	10.70%
2011	18,352	22,183	33.4	12.6	3,755	8.30%
2012	18,352	21,346	33.4	12.6	3,910	8.90%

Data Source:

(1) U.S. Department of Commerce, Bureau of the Census

(2) ZIP Market Profile Report - Daily Herald Marketing/Promotion Department

(3) Local Boards of Education

(4) Illinois Department of Employment Security

VILLAGE OF BENSENVILLE, ILLINOIS

Principal Employers - Current Fiscal Year and Nine Fiscal Years Ago December 31, 2012 (Unaudited)

Name	Product/Service	2012 (1)			2003 (2)		
		Employees	Rank	Percentage of Total Village Employment	Employees	Rank	Percentage of Total Village Employment
Consegra Corp. (3)	Health and Human Services	\$ 400	1	4.3%	\$ 500	5	4.9%
U.S. Foodservice, Inc	Frozen Foods/ Restaurant Supplies Dist.	400	1	4.3%	400	6	3.9%
Central States Trucking Co.	Local Trucking	300	2	3.2%			
Victor Envelope Manufacturing Company	Mailing Envelopes	220	3	2.4%	207	10	2.0%
Ewing-Doherty Mechanical, Inc.	Plumbing/Site Utility Contractors	200	4	2.1%	200	11	1.9%
Expeditors International of Washington, Inc.	Commercial Importer/Exporter	200	4	2.1%	200	11	1.9%
Telesource	Telephone Equipment	200	4	2.1%	200	11	1.9%
Allmetal, Inc.	Roll Formed Light Gauge Metal/Nylon Injection	200	4	2.1%			
UPS Supply Chain Solutions, Inc.	International Freight Forwarding	200	4	2.1%			
CNC Technologies, Inc.	Dies and Tools	200	4	2.1%			
Envelope Express, Inc.	Envelopes	175	5	1.9%			
Amglo Kemlite Laboratories, Inc.	Electric Lamps	150	6	1.6%			
Crouch Seranko LLC	Masonry	130	7	1.4%			
Roesch Chevrolet, Inc.	Automobile Dealer	130	7	1.4%			
Chicago White Metal Casting	Foundries Aluminum	128	8	1.4%			
PharMerica	Drugs, Proprieties and Sundries	125	9	1.3%			
Restoration, Inc. J.C.	Insurance Restoration Contractors				3,315	1	32.3%
Operations Service Systems, Inc.	Janitorial Building Serv./Food Plant Serv.				800	2	7.8%
Sara Lee Coffee & Tea Food Services	Wholesale Beverages				750	3	7.3%
United Plastics Group, Inc.	Plastic Injection, Molding & Electronic				600	4	5.8%
Quebecor World	Catalog Binding & Magazine Distribution				500	5	4.9%
Avalon Hi-Tech Services, Inc.	Temporary Employment Agency				350	7	3.4%
Parker Hannifin Corp	Air & Hydraulic Cylinders				330	8	3.2%
Plastron Corporation	Thermoplastic Electronic Components				250	9	2.4%
Cobra Metal Works	General Machining Job Shop				200	11	1.9%
The Fritz Cos., Inc.	International Freight Forwarding				200	11	1.9%
		<u>3,358</u>		<u>35.8%</u>	<u>9,002</u>		<u>87.4%</u>

Data Sources: (1) - 2012 Manufacturers Directory, 2012 Illinois Services Directory

(2) - 2003 Manufacturers Directory, 2003 Illinois Services Directory

(3) - Formerly LifeLink

VILLAGE OF BENSENVILLE, ILLINOIS

Full-Time Equivalent Village Government Employees by Function/Program - Last Nine Fiscal Years December 31, 2012 (Unaudited)

Function/Program	2004	2005	2006
General Government			
Manager's Office	8	8	8
Finance/IT	9	9	9
Police			
Officers	46	49	42
Civilians	-	-	3
Firefighters	39	34	17
Public Works	26	26	26
Water/Wastewater	-	-	-
Community Development	12	12	12
Recreation and Parks	14	14	14
Total	154	152	131

Data Source: Village Records

Information was unavailable for FY2003.

2007	2008	2009	2010	2011	2012
7	8	7	7	9	9
9	11	10	8	8	8
35	40	41	34	33	31
3	12	13	11	7	9
23	-	-	-	-	-
12	16	15	20	21	21
-	8	8	8	8	9
7	11	12	9	8	8
	13				
20	-	14	11	11	11
116	119	120	108	105	106

VILLAGE OF BENSENVILLE, ILLINOIS

Operating Indicators by Function/Program - Last Ten Fiscal Years December 31, 2012 (Unaudited)

Function/Program	2003	2004	2005
Police			
Physical Arrests	4,366	6,021	4,781
Parking Violations	1,286	7,969	4,645
Traffic Violations	5,268	5,106	3,524
Fire			
Emergency Responses	N/A	3,000	3,000
Inspections	N/A	7,820	6,081
Other Public Works			
Street Resurfacing (Square Yards)	N/A	N/A	N/A
Streets Patched (Square Yards)	N/A	N/A	N/A
Sidewalks Removed & Replaced (Square Feet)	N/A	N/A	N/A
Snow and Ice Control (Tons of Salt)	N/A	N/A	N/A
Water			
New Connections	N/A	N/A	N/A
Number of Service Connections	5,445	5,445	5,550
Water Main Breaks	55	32	39
Average Daily Sewage Treatment (Thousands of Gallons)	2,550	2,398	2,440
Peak Daily Consumption (Thousands of Gallons)	N/A	N/A	3,820
Sewer			
Sanitary Sewer Televised (Linear Feet)	N/A	N/A	N/A
Sanitary Sewer Cleaned (Miles)	N/A	N/A	N/A

Data Source: Various Village Departments

N/A - Not Available

2006	2007	2008	2009	2010	2011	2012
4,688	4,539	3,912	4,133	4,795	4,175	4,059
6,259	5,746	4,211	4,808	4,007	2,719	1,615
3,324	3,286	2,896	2,758	3,746	2,646	2,628
2,663	N/A	N/A	N/A	N/A	N/A	N/A
6,081	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	14,000	N/A
N/A	4,674	806	3,571	3,571	5,363	5,000
N/A	75	300	24,124	N/A	3,750	5,500
781	1,272	1,968	1,378	N/A	234	1,350
N/A	6	N/A	N/A	N/A	N/A	N/A
5,409	5,550	5,550	5,550	5,150	5,150	5,150
66	28	80	44	37	48	33
2,485	2,358	2,323	2,201	2,257	2,200	2,018
3,732	3,734	3,291	3,111	3,363	3,300	3,060
N/A	8,066	8,066	7,892	N/A	N/A	N/A
N/A	15.36	20.23	28.94	N/A	N/A	7.95

VILLAGE OF BENSENVILLE, ILLINOIS

Capital Asset Statistics by Function/Program - Last Ten Fiscal Years December 31, 2012 (Unaudited)

Function/Program	2003	2004	2005
Police			
Stations	1.0	1.0	1.0
Fire Stations	2.0	2.0	2.0
Other Public Works			
Streets (Miles)	58.0	54.0	54.0
Water			
Water Mains (Miles)	74.0	74.0	74.0
Fire Hydrants	1,169	1,169	1,169
Storage Capacity (Millions of Gallons)	3.6	3.6	3.6
Wastewater			
Sanitary Sewer (Miles)	63.7	63.7	63.7
Storm Sewers (Miles)	43.0	43.0	43.0

Data Source: Various Village Departments

2006	2007	2008	2009	2010	2011	2012
1.0	1.0	1.0	1.0	1.0	1.0	1.0
2.0	2.0	2.0	2.0	2.0	2.0	2.0
54.0	54.0	54.0	54.0	50.0	50.0	50.0
74.0	74.0	74.0	74.0	69.0	69.0	69.0
1,169	1,169	1,182	1,182	1,143	1,143	1,143
3.6	3.6	3.6	3.6	3.6	3.6	3.6
63.7	63.7	63.7	63.7	58.0	58.0	58.0
43.0	43.0	43.0	43.0	39.0	39.0	39.0

VILLAGE OF BENSENVILLE, ILLINOIS

Water Sold - Last Ten Fiscal Years

(In Thousands of Gallons)

December 31, 2012 (Unaudited)

	2003	2004	2005
Total	931,052	919,399	891,000
Water Rate Per 1,000 Galloons	\$ 4.10	\$ 4.10	\$ 4.10
Sewer Rate Per 1,000 Galloons	\$ 2.65	\$ 2.65	\$ 2.65

Data Source: Village Records

(1) Water fee is \$5.38 and capital recovery fee is \$4.64 (No rate increase in 2012)

2006	2007	2008	2009	2010	2011	2012
904,600	856,020	846,736	803,190	823,966	630,684	551,604
\$ 4.60	\$ 5.97	\$ 5.97	\$ 6.80	\$ 8.41	\$ 10.02	\$ 10.02 (1)
\$ 3.45	\$ 2.31	\$ 2.31	\$ 2.69	\$ 3.65	\$ 4.25	\$ 4.25

VILLAGE OF BENSENVILLE, ILLINOIS

MANAGEMENT LETTER

FISCAL YEAR ENDED DECEMBER 31, 2012

May 16, 2013

The Honorable Village President
Members of the Board of Trustees
Village of Bensenville, Illinois

In planning and performing our audit of the financial statements of the Village of Bensenville, Illinois, for the year ended December 31, 2012, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control structure.

We do not intend to imply that our audit failed to disclose commendable aspects of your system and structure. For your consideration we herein submit our comments and suggestions which are designed to assist in effecting improvements in internal controls and procedures. Those less significant matters, if any, which arose during the course of the audit, were reviewed with management as the audit field work progressed.

The accompanying comments and recommendations are intended solely for the information and use of the Finance Committee, Board of Trustees, management, and others within the Village of Bensenville, Illinois.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various Village personnel. We would be pleased to discuss our comments and suggestions in further detail with you at your convenience, to perform any additional study of these matters, or to review the procedures necessary to bring about desirable changes.

We commend the finance department for the well prepared audit package and we appreciate the courtesy and assistance given to us by the entire Village staff.



LAUTERBACH & AMEN, LLP

CURRENT RECOMMENDATIONS

FUTURE GASB PRONOUNCEMENTS

1. GASB STATEMENT NO. 61 – THE FINANCIAL REPORTING ENTITY: OMNIBUS – AN AMENDMENT OF GASB STATEMENTS NO. 14 AND NO. 34

Comment

In November 2010, the GASB issued Statements No. 61: The Financial Reporting Entity: Omnibus – an amendment of GASB Statements No. 14 and No. 34. The objective of Statement No. 61 is to improve financial reporting for a governmental financial reporting entity. Specifically, it modifies existing requirements for the assessment of potential component units in determining what should be included in the financial reporting entity, including financial statement display and disclosure requirements. Furthermore, Statement No. 61 identifies and clarifies the criterion for discrete presentation of component units as well as the criterion for blending (reporting as a fund of the primary government). The effective date for the Village is for the December 31, 2013 fiscal year.

Recommendation

We recommend that Village review with us through the next audit process any potential related entities, joint ventures, component units, etc. to ensure proper reporting under GASB Statement No. 61.

Management Response

The Village will implement GASB Statement No. 61 in accordance with the auditor's recommendation.

BEST PRACTICES

2. WATER GALLONS PURCHASED AND GALLONS BILLED

Comment

During the fiscal year ended December 31, 2012, the Village purchased 731,800,000 gallons of water but only billed 551,609,000. There was a variance of 180,191,000 gallons of water purchased versus billed. Unaccounted water could result in unaccounted revenue or could be the result undetected water leakage.

Recommendation

The Village is aware of the issue and has contracted consulting engineers to conduct a water study. We recommend that the Village monitor gallons purchased and billed at least quarterly and continue to investigate the unaccounted water consumption.

CURRENT RECOMMENDATIONS – Continued

BEST PRACTICES – Continued

2. WATER GALLONS PURCHASED AND GALLONS BILLED – Continued

Management Response

Village Management is certainly aware of this long running issue and has made significant progress. In 2012 we completed a Village wide leak detection survey which identified several leaks within the system. We corrected every leak identified in the report and improved our discrepancy rate significantly. In 2011 our discrepancy between water gallons purchased and gallons billed was 304,731 gallons or 37.18%. In 2012 this number improved to 226,964 or 23.81%.

While this is a significant improvement Village Management recognizes that we have a long way to go to get down to our goal of a discrepancy rate of 8% or less. Village Management continues to meet on a weekly basis to review and discuss this most important issue.

In 2013 we will be conducting a Village wide meter replacement program to replace our water meters which on average are over 20 years old. We expect this action alone will improve billings anywhere from 5 – 10% and reduce the discrepancy rate by 4 – 8%. Additionally, we will be conducting another village wide leak detection survey in 2013 to identify and fix any new leaks that have popped up since the last survey.

3. FUNDS WITH DEFICIT FUND EQUITY

Comment

During our December 31, 2012 audit procedures, we noted numerous funds with deficit fund equity. See the following funds and the December 31, 2011 fund equity compared to the December 31, 2012 fund equity:

Fund	Deficit Fund Equity	
	12/31/11	12/31/12
TIF VII Irving Park/Church Road	\$ 3,232,070	3,216,222
Special Service Area #9	219,208	780,704
TIF IV Grand Ave/Sexton	1,008,737	378,219
TIF V Heritage Square	131,771	-
TIF XI Grand Ave/York Road	611,564	601,127

Recommendation

We recommend the Village investigate the causes of the various deficits and adopt appropriate future funding measures.

CURRENT RECOMMENDATIONS – Continued

BEST PRACTICES – Continued

3. FUNDS WITH DEFICIT FUND EQUITY – Continued

Management Response

Village Management notes that all of these funds with the exception of Special Service Area #9 showed an improvement. Bonds will be issued for Special Service Area #9 and this fund should be in a net positive position in 2013. Village Management continues to promote new economic development in its Tax Increment Financing districts which if successful will help improve the net position in these funds.

4. FUNDS NOT IN COMPLIANCE WITH FUND BALANCE POLICY

Comment

During our December 31, 2012 audit procedures, we that the following funds had fund balances that were not in compliance with the Board approved fund balance policy:

	<u>Per 2012 Budget</u>	<u>Fund Balance per CAFR</u>	<u>Amount Not In Compliance</u>
Recycling & Refuse			
Minimum			
Operating Expenditures	1,625,000		
X's 3 months per policy	25%		
	<u>406,250</u>	183,387	(222,863)

Recommendation

We recommended the Village investigate the above balance and adopt future budgets to address the fund that is currently not in compliance with the minimum threshold outlined in the Village's fund balance policy.

Management Response

Village Management purposefully chose to drawdown on fund balance as opposed to passing on a rate increase for waste pickup. In 2013, the Village's contract with its current waste hauler will expire. Going forward the Village hopes to secure a new contract with more favorable rates and ultimately increase fund balance in this fund to be in compliance with the Village's fund balance policy.

TYPE:
Ordinance

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
6/25/2013

DESCRIPTION:

Ordinance providing for the issuance of a \$ _____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:
APPROVED AFL 6-0

DATE:
6/18/2013

BACKGROUND:

This Ordinance authorizes and provides for the issuance of bonds for the Special Service Area #9. The total not to exceed amount for this issuance is \$3,785,000. On December 14, 2010 the Village established Special Service Areas 3 through 9 in the Northern Business District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. On September 25 the Village issued bonds in the amount of \$7,204,000 for special areas 3 – 8. Additionally, work has been completed in those special service areas. Construction (as well as financing) in Special Service Area #9 was held up due to a litigation that has since been ruled in the Village's favor and upheld by the Illinois Appellate Court.

In April 2011, the Village Board approved TIF #12. The TIF #12 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 July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the Northern Business District improvements. The \$7,204,000 SSA 3-8 bonds issued in September of 2011 along with the \$3,785,000 proposed bond issuance for SSA 9 represent the "business owners" portion of funding for the Northern Business District Improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary analysis statement prepared by Speer Financial for the Board's review. A copy of the preliminary official statement is included with the actual Ordinance is still being drafted by Speer pending final pricing and ratings review.

A representative from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

KEY ISSUES:

Northern Business District Special Service Area #9.

ALTERNATIVES:

1. Approve the proposed Bond Ordinance

2. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance.

BUDGET IMPACT:

A total budget impact of \$5,757,216.58 interest expense payable over the next 20 years will be offset by additional Special Service Area Property Taxes.

ACTION REQUIRED:

Approval of Ordinance.

ATTACHMENTS:

Name:

Description:

☐ [1A 2013 A \(SSA#9\) Supporting Documents.pdf](#)

Speer Analysis

☐ [3 Series 2013A SSA Ordinance.doc](#)

Ordinance

☐ [4 BENSENVILLE GO REF \(ARS\) 2013A B C OS draft 6 13 13.pdf](#)

Preliminary Official Statement

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

\$3,785,000 Series 2013A Alternate Revenue Bonds--SSA 9

For Planning Purposes--Paid From SSA Taxes

Insurance and 2013 Interest Paid From Pricing Premium

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/15/2013	-	-	71,029.08	71,029.08
12/15/2014	120,000.00	3.000%	155,917.50	275,917.50
12/15/2015	125,000.00	3.000%	152,317.50	277,317.50
12/15/2016	135,000.00	3.000%	148,567.50	283,567.50
12/15/2017	140,000.00	3.000%	144,517.50	284,517.50
12/15/2018	150,000.00	3.000%	140,317.50	290,317.50
12/15/2019	155,000.00	4.000%	135,817.50	290,817.50
12/15/2020	165,000.00	4.000%	129,617.50	294,617.50
12/15/2021	170,000.00	4.000%	123,017.50	293,017.50
12/15/2022	180,000.00	4.000%	116,217.50	296,217.50
12/15/2023	190,000.00	4.000%	109,017.50	299,017.50
12/15/2024	200,000.00	4.000%	101,417.50	301,417.50
12/15/2025	210,000.00	4.000%	93,417.50	303,417.50
12/15/2026	225,000.00	4.500%	85,017.50	310,017.50
12/15/2027	235,000.00	5.000%	74,892.50	309,892.50
12/15/2028	245,000.00	5.000%	63,142.50	308,142.50
12/15/2029	265,000.00	5.000%	50,892.50	315,892.50
12/15/2030	275,000.00	4.250%	37,642.50	312,642.50
12/15/2031	290,000.00	4.300%	25,955.00	315,955.00
12/15/2032	310,000.00	4.350%	13,485.00	323,485.00
Total	\$3,785,000.00	-	\$1,972,216.58	\$5,757,216.58

Yield Statistics

Bond Year Dollars	\$45,409.28
Average Life	11.997 Years
Average Coupon	4.3432018%
Net Interest Cost (NIC)	3.9449571%
True Interest Cost (TIC)	3.8010578%
Bond Yield for Arbitrage Purposes	3.8001130%
All Inclusive Cost (AIC)	4.1104086%

IRS Form 8038

Net Interest Cost	3.6819482%
Weighted Average Maturity	11.969 Years

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

\$3,785,000 Series 2013A Alternate Revenue Bonds--SSA 9

For Planning Purposes--Paid From SSA Taxes

Insurance and 2013 Interest Paid From Pricing Premium

Sources & Uses

Dated 07/01/2013 | Delivered 07/01/2013

Sources Of Funds

Par Amount of Bonds	\$3,785,000.00
Reoffering Premium	211,120.05

Total Sources	\$3,996,120.05

Uses Of Funds

Total Underwriter's Discount (0.800%)	30,280.00
Costs of Issuance	80,000.00
Gross Bond Insurance Premium (52.0 bp)	29,937.53
Deposit to Project Construction Fund	3,785,000.00
Rounding Amount	70,902.52

Total Uses	\$3,996,120.05

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of a \$_____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

Adopted by the President and Board of Trustees on the 25th day of June 2013.

Published in Pamphlet Form by the Authority of the President and Board of Trustees on the ____ day of June 2013.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of a \$_____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

PREAMBLES

WHEREAS:

A. Pursuant to the provisions of Section 7(6) of Article VII of the Constitution of the State of Illinois (the "*Constitution*"), and the Special Service Area Tax Law, as amended, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is authorized to create special service areas within the Village, issue bonds secured by the full faith and credit of such areas for providing special services to such areas, and levy taxes against the taxable real property included in such areas to pay principal of and interest on such bonds.

B. The President and Board of Trustees of the Village (who hereinafter may be referred to as the "*Corporate Authorities*"), by that certain ordinance previously adopted on March 8, 2011 (the "*Establishing Ordinance*"), did establish Special Service Area Number Nine of the Village (the "*Area*") in order to provide certain services, namely, street reconstruction, sanitary sewer improvements and street lighting conduit improvements (the "*Services*"), together with any such other further services necessary and/or incidental to the accomplishment of the aforesaid improvement, and the issuance of special service area bonds of the Area in not to exceed the aggregate principal amount of \$3,786,000, bearing interest at a rate not to exceed seven and one-half percent per annum (7.50%), and to mature within twenty (20) years from date.

C. The Corporate Authorities in the Establishing Ordinance made findings as to the due proposing of the Area by ordinance, giving of necessary notice of hearing, holding of said

hearing, and the fact of no valid petitions having been filed with respect to the Area and the issuance of the bonds as therein proposed (said ordinances and various other proceedings, collectively, the “*Special Service Area Proceedings*”); and such findings are at this time true, correct and complete.

D. The Corporate Authorities will advance funds of the Village, derived from the Village’s General Obligation Bonds (Alternate Revenue Source), Series 2013A (the “*Village Alternate Bonds*”) to provide the Services, and have expended or will expend such funds, all in the aggregate principal amount of not less than \$_____.

E. The Village is authorized to provide for repayment to the appropriate bond funds established for the Village Alternate Bonds of the amount so advanced and expended including, with respect thereto, all costs of issuance and interest costs properly allocable to such amount so advanced and expended, by the issuance of a Bond as hereinafter provided payable from the taxes levied in the Area and delivered and payable to such bond funds, from which the Village Alternate Bonds shall be paid.

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. In addition to such other words and terms used and defined in this Ordinance, the following words and terms used in this Ordinance shall have the following meanings, unless, in either case, 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.

“*Act*” means Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by the Special Service Area Tax Law, as supplemented and amended, and,

particularly in connection with the issuance of the Bond, the Local Government Debt Reform Act of the State of Illinois, as amended, and all of the Omnibus Bond Acts.

“Area” means Special Service Area Number Nine of the Village.

“Bond” means the \$_____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, authorized to be issued by this Ordinance, and any bond properly issued upon transfer or replacement of the initial bond.

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

“Bond Registrar” means the Village Treasurer as bond registrar and paying agent for the Bond.

“Bond Subaccount” means the Bond Subaccount established and defined by this Ordinance.

“Corporate Authorities” means the President and Board of Trustees of the Village.

“County Clerk” means the County Clerk of The County of DuPage, Illinois.

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 25th day of June 2013.

“Project” means the improvements to provide the Services as have been previously or will be constructed and paid for by the Village.

“Purchase Price” means the price to be advanced by the Village for the Bond, to-wit, the par value of the Bond times a fraction the numerator of which is the purchase price of the Village

Alternate Bonds and the denominator of which is the par value of the Village Alternate Bonds, all as set forth in the Village Alternate Bonds Ordinance.

“Record Date” shall be the 15th day preceding any interest payment date.

“Services” means the municipal services provided in the Area as more fully defined in the preambles hereto.

“Unlimited Ad Valorem Taxes” means the ad valorem taxes levied on the taxable property in the Area by the Village to pay principal of and interest on the Bond.

“Village” means the Village of Bensenville, DuPage and Cook Counties, Illinois.

“Village Alternate Bonds” means such term as defined in the preambles hereto.

“Village Alternate Bonds Ordinance” means that certain ordinance of the Village, adopted June 25, 2013, providing for the issuance of the Village Alternate Bonds.

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

Section 3. Determination to Issue Bonds. The Project shall be accomplished with due diligence, and it is advisable and appropriate to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bond for such purpose. It is hereby found and determined that the Project is provided for the public health, safety, welfare and convenience, and is for a proper public purpose or purposes, and is in the public interest, and was and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the Project (*viz.*, of providing the Services) and to pay all related costs and expenses incidental thereto, there shall be issued and sold a single Bond in the aggregate principal amount of

\$_____. The Bond shall be designated “*Unlimited Ad Valorem Tax Bond of Special Service Area Number Nine, Series 2013*”; be dated the date of issuance (the “*Dated Date*”); and shall also bear the date of authentication thereof. The Bond shall be in fully registered form, shall be due as a Term Bond on December 15, 2032, and shall bear interest at the various rates percent per annum, set for each installment due on such Term Bond, in the text below. The Bond shall bear interest from the later of its Dated Date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the 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, 2013. Interest on the 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 the Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar, or in such other manner, including account transfers, as may be for so long as the Bond may be registered to the Village of Bensenville or any of its funds. The principal of the Bond shall be payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose.

Section 5. Mandatory and Optional Redemption; Rate of Interest on Installments.

A. The Bond is a Term Bond. The Bond shall be subject to mandatory redemption on December 15 of the years, by operation of the Bond Subaccount, at a price of par and accrued interest, without premium, and the Bond shall bear interest, as aforesaid, on the principal installment amounts as due, as set forth in the table as follows:

YEAR OF MANDATORY REDEMPTION	AMOUNT (\$)	RATE OF INTEREST (%)
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

The Village avers that the amounts set forth above represent a true and complete proper pro rata portion of the Village Alternate Bonds debt service as properly allocable to the Project and the Bond. The Village covenants that it will make redemption payments on the Bond pursuant to the stated mandatory redemption requirement, and taxes shall be levied and collected as provided herein accordingly.

B. The Bond is also subject to redemption prior to maturity at the option of the Village, from any available funds, in whole but not in part, on any date, at the redemption price of par plus accrued interest to the date fixed for redemption. Any such optional redemption shall be applied to the mandatory redemption installment requirements for the Bond as directed by the Corporate Authorities.

C. So long as the Village, by and through one of its accounts or funds, is the registered owner of the Bond, no notice of redemption need be given, and if any other person shall become the owner, notice shall be given in a commercially reasonable manner.

Section 6. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bond as provided in this Ordinance to be kept at the office of the Treasurer as Bond Registrar. The Bond may be transferred as a whole but not in part, 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 of the Bond at the office of the Treasurer as 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 an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond of like tenor, of the same maturity, bearing the same interest rate, of the same denomination. The execution by the Village of any fully registered Bond shall constitute full and due authorization of the Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver the Bond. The person in whose name the 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 the Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner for any transfer or exchange of the Bond, 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 the Bond.

Section 7. Form of Bond. The Bond shall be in substantially the form hereinafter set forth at the end of this Ordinance, incorporated by reference at this place.

Section 8. Tax Levy; Security for the Bond. For the purpose of providing funds required to pay the interest on the Bond promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity and at mandatory redemption, there is hereby levied upon all of the taxable property within the Area, in the years for which the Bond is outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the Area, in addition to all other taxes, the direct annual taxes (the “*Unlimited Ad Valorem Taxes*”) in the amounts and for the years as follows:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF	
2013	\$	for interest and principal up to and including December 15, 2014
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
2030	\$	for interest and principal
2031	\$	for interest and principal

The Unlimited Ad Valorem Taxes shall be applied to pay principal of and interest on the Bond.

Section 9. Filing of Tax Levies. When this Ordinance becomes effective, a copy hereof, certified by the Village Clerk of the Village, shall be filed with the County Clerk; and

said County Clerk shall in and for each of the years necessary ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each of said years; and said County Clerk shall extend the same for collection on the tax books against all of the taxable property within the Area in addition to other taxes levied in said years in the Area in order to raise the respective amounts levied aforesaid, and in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and without limit either as to rate or amount within said Area.

Section 10. Acquisition by Bond Fund. The Bond shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Village Treasurer, and shall be credited to account of the “*General Obligation Bonds (Alternate Revenue Source), Series 2013A, Bond Fund*” created by the Village Alternate Bonds Ordinance, as shall be determined by the Village Treasurer.

Section 11. Accounts, Accounting and Appropriations.

A. There is hereby created the “*Special Service Area Number Nine Unlimited Ad Valorem Tax Bond Fund Subaccount*” (the “*Bond Subaccount*”), which shall be the account for the payment of principal of and interest on the Bond. This account shall be a subaccount of the “*Bond Fund*” as such term is defined in the Village Alternate Bond Ordinance.

B. The Unlimited Ad Valorem Property Taxes shall either be deposited into the Bond Subaccount and used solely and only for paying the principal of and interest on the Bond or be used to reimburse a fund or account from which advances to the Bond Subaccount may have been made to pay principal of or interest on the Bond prior to receipt of Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Subaccount shall be retained in the Bond Subaccount for payment of the principal of or interest on the Bond on the interest

payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The Village hereby pledges, as security for the Bond, all present and future proceeds of the Unlimited Ad Valorem Property Taxes for the sole benefit of the registered owner of the Bond, subject to the reserved right of the Corporate Authorities to transfer certain interest income or investment profit earned in the Bond Subaccount to other funds of the Village, as described in the preceding sentence.

C. All remaining proceeds of the Bond shall be set aside in a separate account to be designated as the “*SSA 9 Project Fund Subaccount*” (the “*SSA 9 Subaccount*”), hereby created as the account to provide for the receipt and disbursement of proceeds of the Bond for the Project. This account shall be a subaccount of the “*Project Fund*” as such terms are defined in the Village Alternate Bond Ordinance. Monies in the SSA 9 Subaccount shall be used solely for the payment of the Project, including expenses reasonably allocable and incident thereto. Upon complete depletion of the SSA 9 Subaccount, it shall be closed. If the Project shall be completed, and there shall remain moneys in the SSA 9 Subaccount, the moneys shall be transferred to the Bond Subaccount, therein to be used to abate taxes, and the SSA 9 Subaccount shall be closed, *subject, however,* to the obtaining of an opinion of Bond Counsel that such transfer shall not adversely affect the federal tax status of the Bond or the Village Alternate Bonds.

Section 12. Effective Date. This Ordinance shall be effective immediately upon its passage by the Board, signing and approval by the President.

PASSED by the Board on June 25, 2013.

APPROVED: June 25, 2013.

President

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in pamphlet form by authority of the Board on June __, 2013.

RECORDED in the Village Records on June 25, 2013.

ATTEST:

Village Clerk

[SEAL]

REGISTERED
No. 1

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTIES OF DUPAGE AND COOK
VILLAGE OF BENSENVILLE
UNLIMITED AD VALOREM TAX BOND
OF SPECIAL SERVICE AREA NUMBER NINE
SERIES 2013**

See Reverse Side for
Additional Provisions.

Interest	Maturity	Dated	
Rate: Stepped, as	Date: December 15, 20__	Date: _____, 2013	CUSIP: None
Written Below			

Registered Owner: VILLAGE OF BENSENVILLE GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE), SERIES 2013A, BOND FUND

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality 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 as hereinafter provided, solely from the collection of taxes levied against all of the taxable property in that part of the Village known as Special Service Area Number Nine (the "*Area*"), and not otherwise, on the Maturity Date identified above (subject to right of prior redemption as hereinafter stated), 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 described in the text below, such interest to be payable on June 15 and December 15 of each year, commencing December 15, 2013, until the Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the office of the Village Treasurer as paying agent. Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by said Village Treasurer as bond registrar (in his or her collective capacities as paying agent and bond registrar, the "*Bond Registrar*"), at the close of business on the applicable Record Date (the "*Record Date*"). The applicable record date is the 15th day preceding any interest payment date. Interest shall be paid by check or draft of the Village, 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 in such other manner, including account transfers, as may be for so long as this Bond may be registered to the Village of Bensenville or any of its funds.

This Bond is issued by the Village for the purpose of paying the costs of a certain Project in the Area, incident to providing certain special Services, and of paying expenses incidental thereto, all as described and defined in the ordinance authorizing the Bond, and adopted by the President and Board of Trustees of the Village on June 25, 2013 (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of Section 7(6) of Article VII of the 1970 Constitution of the State of Illinois, as supplemented by the Special Service Area Tax Law, as supplemented and amended, and the Local Government Debt Reform Act and all Omnibus Bond Acts of the State of Illinois (collectively, the “*Act*”). The Bond is also issued in compliance with the terms of the Ordinance, which has been duly passed by the President and Board of Trustees of the Village, approved by the President, and published, in all respects as by law required.

This Bond is subject to mandatory redemption on December 15 of the years, by operation of the Bond Subaccount (as defined), at a price of par and accrued interest, without premium, and this Bond shall bear interest, as aforesaid, on the principal installment amounts as due, as set forth in the table as follows:

YEAR OF MANDATORY REDEMPTION	AMOUNT (\$)	RATE OF INTEREST (%)
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

This Bond is also subject to redemption prior to maturity, at the option of the Village, from any available funds, in whole but not in part, on any date at the redemption price of par plus accrued interest to the date of redemption. Any such optional redemption shall be applied to the mandatory redemption installment requirements for this Bond as directed by the Corporate Authorities. In each case of redemption, such further terms and provision for notice of redemption shall be as set forth in the Ordinance. Notation of amounts redeemed shall be

evidenced solely and only by reference to the schedule of redemptions attached to and made a part of this Bond.

This Bond may be transferred as a whole, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. 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 the Village and the Bond Registrar shall not be affected by any notice to the contrary.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bond, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Area sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

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 Village 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:

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

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is the Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois.

Village Treasurer

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 transfer and 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.

TABLE OF REDEMPTIONS

[illegible]

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 25th day of June 2013.

The President called the meeting to order and directed the Village 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.

* * * * *

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE providing for the issuance of a \$ _____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

(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 special service area bonds for the purpose of paying for certain capital projects including infrastructure improvements in Special Service Area Number 9 established in the Village, (2) that the Bond Ordinance provides for the levy of taxes within the special service area to pay the bonds, and (3) that the Bond Ordinance provides many details for the bonds, including 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 Village 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.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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 the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting (the "*Meeting*") of the Corporate Authorities held on the 25th day of June 2013 insofar as the same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE providing for the issuance of a \$_____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

(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 at least 96 hours in advance of the holding of the Meeting, and remained continuously posted until on or after the adjournment of the Meeting; that at least one copy of the Agenda was continuously available for public review

during the entire 96-hour period preceding said 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 hereunto affix my official signature and the seal of the Village
this 25th day of June 2013.

Village Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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*") of the Village.

I do further certify that on the ____ day of June 2013 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE providing for the issuance of a \$_____ Special Service Area Number Nine Unlimited Ad Valorem Tax Bond, Series 2013, of the Village of Bensenville, DuPage and Cook Counties, Illinois, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bond.

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

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of June 2013.

[SEAL]

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

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 _____ 2013, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE providing for the issuance of a \$ _____
Special Service Area Number Nine Unlimited Ad Valorem Tax
Bond, Series 2013, of the Village of Bensenville, DuPage and
Cook Counties, Illinois, and providing for the levy and collection
of a direct annual tax for the payment of the principal of and
interest on said bond.

passed by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, on the 25th day of June 2013, 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 _____ 2013.

County Clerk of The County of
DuPage, Illinois

[SEAL]

Preliminary Official Statement Dated June ____, 2013 - DRAFT - 6/13/13

Subject to compliance by the Village with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but such interest is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Interest on the Bonds is not exempt from present State of Illinois income taxes. See "TAX EXEMPTION" herein for a more complete discussion.

VILLAGE OF BENSENVILLE**DuPage and Cook Counties, Illinois****\$3,785,000* General Obligation Bonds (Alternate Revenue Source), Series 2013A****\$2,560,000* General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B****\$2,140,000* General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C****Dated Date of Delivery****Book-Entry****Due Serially as Detailed Herein**

The \$3,785,000* General Obligation Bonds, Series 2013A (the "Series 2013A Bonds"), the \$2,560,000* General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B (the "Series 2013B Bonds") and the \$2,140,000* General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C (the "Series 2013C Bonds") (collectively, the "Bonds"), are being issued by the Village of Bensenville, DuPage and Cook Counties, Illinois (the "Village"). Interest on the Series 2013A Bonds is payable semiannually on June 15 and December 15 of each year, commencing December 15, 2013. Interest on the Series 2013B Bonds is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2013. Interest on the Series 2013C Bonds is payable semiannually on May 1 and November 1 of each year, commencing November 1, 2013. Interest is calculated based on a 360-day year of twelve 30-day months. The Bonds will be issued using a book-entry system. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The ownership of one fully registered Bond for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Bonds will be made to purchasers. The Bonds will mature as detailed herein.

OPTIONAL REDEMPTION

Series 2013A Bonds due December 15, 2014-20 ____, inclusive, are non-callable. Series 2013A Bonds due December 15, 20 ____, inclusive, are callable in whole or in part on any date on or after December 15, 20 ____, at a price of par and accrued interest. If less than all the Series 2013A Bonds are called, they shall be redeemed in such principal amounts and from such maturities as determined by the Village and within any maturity by lot. See "OPTIONAL REDEMPTION -Series 2013A Bonds" herein.

The Series 2013B Bonds and the Series 2013C Bonds are **not** subject to optional redemption prior to maturity.

BOND INSURANCE -SERIES 2013A BONDS

Concurrently with the issuance of the Series 2013A Bonds, **ASSURED GUARANTY MUNICIPAL CORP. ("AGM")** will issue its Municipal Bond Insurance Policy (the "Policy") for the Series 2013A Bonds maturing on December 15, 2014 through 2032, inclusive (the "Insured Series 2013A Bonds"). The Policy guarantees the scheduled payment of principal of and interest on the Insured Series 2013A Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement. See **APPENDIX C** herein. **The cost for the bond insurance premium and the related rating fee of Standard & Poor's Service will be paid by the Village.**

**PURPOSE, LEGALITY AND SECURITY**

Series 2013A Bond proceeds will be used to finance infrastructure improvements in Special Service Area Number 9 (the "SSA") located within the Village, and to pay the costs of issuing the Series 2013A Bonds. See "**THE PROJECT - SERIES 2013A BONDS**" herein.

Series 2013B Bond proceeds will be used to fund an escrow account to advance refund a portion of the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2004D (the "Series 2004D Bonds"), and to pay the costs of issuing the Series 2013B Bonds. See "**PLAN OF FINANCING - Series 2013B Bonds**" herein.

Series 2013C Bond proceeds will be used to fund an escrow account to currently refund all of the Village's outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source) Series 2003G (the "Series 2003G Bonds"), to advance refund a portion of the Village's outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E (the "Series 2004E Bonds"), and to pay the costs of issuing the Series 2013C Bonds. See "**PLAN OF FINANCING - Series 2013C Bonds**" herein.

The Series 2013A Bonds will constitute valid and legally binding obligations of the Village payable from (a) ad valorem property taxes levied and collected in the SSA for the payment of projects therein; (b) ratably and equally with the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011B, all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act, as supplemented and amended, or substitute taxes as may be provided in the future; and (c) ad valorem taxes levied against all taxable property in the Village without limitation as to rate or amount, except that the rights of the Series 2013A Bondholders and the enforceability of the Series 2013A 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 - Series 2013A Bonds**" herein.

The Series 2013B Bonds will constitute valid and legally binding obligations of the Village payable from (a) ad valorem property taxes levied and collected in the SSA for the payment of projects therein; (b) ratably and equally with the outstanding Series 2004D Bonds not being refunded by the Series 2013B Bonds, certain license and permit fees collected by the Village pursuant to the Illinois Municipal Code, as amended, and (b) ad valorem taxes levied against all taxable property within the Village without limitation as to rate or amount, except that the owners of the Series 2013B Bonds and the enforceability of the Series 2013B Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See "**DESCRIPTION OF THE BONDS - Series 2013B Bonds**" herein.

The Series 2013C Bonds will constitute valid and legally binding obligations of the Village payable from (a) ratably and equally with the outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 1998 (the "Series 1998 Bonds"), General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2001A (the "Series 2001A Bonds"), General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2012E (the "Series 2012E Bonds"), and Series 2004E Bonds not being refunded by the Series 2013C Bonds, (together the "Prior Bonds") the moneys deposited to the credit of the Surplus Account of the Waterworks and Sewerage Fund of the Village (the "Revenue Fund"), said Surplus Account consisting of the funds remaining in said Revenue Fund after the required monthly deposits and credits have been made to the Operation and Maintenance Account, the Bond and Interest Account, the Bond Reserve Account, and the Depreciation Account, and (b) ad valorem taxes levied against all taxable property within the Village without limitation as to rate or amount, except that the rights of the owners of the Series 2013C Bonds and the enforceability of the Series 2013C Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See "**DESCRIPTION OF THE BONDS -Series 2013C Bonds**" herein.

The Village **does not intend** to designate the Bonds as "qualified tax-exempt obligations" pursuant to the small issuer exception provided by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois. It is expected that the Bonds will be made available for delivery on or about ____, 2013.

**Subject to change.*

BERNARDI SECURITIES, INC.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the Village from time to time (collectively, the “Official Statement”), may be treated as an Official Statement with respect to the Bonds described herein that is deemed near final as of the date hereof (or the date of any such supplement or correction) by the Village.

The Official Statement, when further supplemented with the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law or deemed appropriate by the Village, shall constitute a “Final Official Statement” of the Village with respect to the Bonds, as that term is defined in Rule 15c2-12. Any such addendum shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference.

The Underwriter has provided the following sentence for inclusion in the Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than those described on the cover page hereof, nor shall there be any offer to sell, solicitation of an offer to buy or sale of, the Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale

No dealer, broker, salesman or other person has been authorized by the Village to give any information or to make any representations with respect to the Bonds other than as contained in the Official Statement or the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Village. Certain information contained in the Official Statement and the Final Official Statement may have been obtained from sources other than records of the Village and, while believed to be reliable, is not guaranteed as to completeness. THE INFORMATION AND EXPRESSIONS OF OPINION IN THE OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE VILLAGE SINCE THE RESPECTIVE DATES THEREOF.

References herein to laws, rules, regulations, ordinances, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement or the Final Official Statement, they will be furnished on request. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

The tax advice contained in this Official Statement is not intended or written by the Village, its Bond Counsel, or any other tax practitioner to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer. The tax advice contained in this Official Statement was written to support the promotion or marketing of the Bonds. Each taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

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 its entirety by potential investors.

Issuer:	Village of Bensenville, DuPage and Cook Counties, Illinois.
Dated Date:	Date of delivery, expected to be _____, 2013.
Authorization:	Proceedings taken by the corporate authorities of the Village, including adoption of final bond ordinances.
Tax Exemption:	Chapman and Cutler LLP, Chicago, Illinois, will provide an opinion as to the tax exemption of 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.
Not Bank Qualified:	The Bonds are not “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.
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 _____.
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.
Financial Advisor:	Speer Financial, Inc., Chicago, Illinois.

SERIES 2013A BONDS

Issue:	\$3,785,000* General Obligation Bonds (Alternate Revenue Source), Series 2013A.
Interest Due:	Each June 15 and December 15, commencing December 15, 2013.
Principal Due:	Serially each December 15, commencing December 15, 2014 through 2032, as detailed below.
Optional Redemption:	Series 2013A 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 –Series 2013A Bonds” herein.
Security:	The Series 2013A Bonds will constitute valid and legally binding obligations of the Village payable from (a) ad valorem property taxes levied and collected in the SSA for the payment of projects therein; (b) ratably and equally with the Village’s outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011B, all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act, as supplemented and amended, or substitute taxes as may be provided in the future; and (c) ad valorem taxes levied against all taxable property in the Village without limitation as to rate or amount, except that the rights of the Series 2013A Bondholders and the enforceability of the Series 2013A 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 – Series 2013A Bonds” herein.
Ratings/Insurance:	Standard & Poor’s, a Division of the McGraw-Hill Companies, is expected to assign their municipal bond rating of “____” to the Series 2013A Bonds with the understanding that upon delivery of the Series 2013A Bonds, a policy guaranteeing payment when due of the principal of and interest on the Series 2013A Bonds will be issued by ASSURED GUARANTY MUNICIPAL CORP. 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. The Village’s outstanding general obligation rating is “____” from Standard & Poor’s. A rating for the Series 2013A Bonds has been requested.
Purpose:	Series 2013A Bond proceeds will be used to finance infrastructure improvements in Special Service Area Number 9 (the “SSA”) located within the Village, and to pay the costs of issuing the Series 2013A Bonds. See “THE PROJECT – SERIES 2013A BONDS” herein.

AMOUNTS*, MATURITIES, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS

Principal Amount	Due Dec. 15	Interest Rate	Yield or Price	CUSIP Number	Principal Amount	Due Dec. 15	Interest Rate	Yield or Price	CUSIP Number
\$120,000	2014	%	%		\$200,000	2024	%	%	
125,000	2015	%	%		210,000	2025	%	%	
135,000	2016	%	%		225,000	2026	%	%	
140,000	2017	%	%		235,000	2027	%	%	
150,000	2018	%	%		245,000	2028	%	%	
155,000	2019	%	%		265,000	2029	%	%	
165,000	2020	%	%		275,000	2030	%	%	
170,000	2021	%	%		290,000	2031	%	%	
180,000	2022	%	%		310,000	2032	%	%	
190,000	2023	%	%						

*Subject to change.

SERIES 2013B BONDS

Issue:	\$2,560,000* General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B.
Interest Due:	Each June 1 and December 1, commencing December 1, 2013.
Principal Due:	Serially each December 1, commencing December 1, 2013 through 2023, as detailed below.
Optional Redemption:	The Series 2013B Bonds are not subject to optional redemption prior to maturity.
Security:	The Series 2013B Bonds will constitute valid and legally binding obligations of the Village payable from (a) ad valorem property taxes levied and collected in the SSA for the payment of projects therein; (b) ratably and equally with the outstanding Series 2004D Bonds not being refunded by the Series 2013B Bonds, certain license and permit fees collected by the Village pursuant to the Illinois Municipal Code, as amended, and (b) ad valorem taxes levied against all taxable property within the Village without limitation as to rate or amount, except that the owners of the Series 2013B Bonds and the enforceability of the Series 2013B Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See “DESCRIPTION OF THE BONDS – Series 2013B Bonds” herein.
Credit Rating:	A credit rating for the Series 2013B Bonds has been requested from Standard & Poor's, a Division of the McGraw-Hill Companies.
Purpose:	Series 2013B Bond proceeds will be used to fund an escrow account to advance refund a portion of the Village's outstanding General Obligation Bonds (Alternate Revenue Source), Series 2004D (the “Series 2004D Bonds”), and to pay the costs of issuing the Series 2013B Bonds. See “PLAN OF FINANCING – Series 2013B Bonds” herein.
Escrow Agent:	The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois.
Verification Agent:	Stanley P. Stone & Associates, Inc., New York, New York.

AMOUNTS*, MATURITIES, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS

Principal Amount*	Due Dec. 1	Interest Rate	Yield or Price	CUSIP Number	Principal Amount*	Due Dec. 1	Interest Rate	Yield or Price	CUSIP Number
\$ 40,000	 2014	_____ %	_____ %	_____	\$275,000	 2019	_____ %	_____ %	_____
260,000	 2015	_____ %	_____ %	_____	280,000	 2020	_____ %	_____ %	_____
265,000	 2016	_____ %	_____ %	_____	290,000	 2021	_____ %	_____ %	_____
265,000	 2017	_____ %	_____ %	_____	295,000	 2022	_____ %	_____ %	_____
270,000	 2018	_____ %	_____ %	_____	305,000	 2023	_____ %	_____ %	_____

*Subject to change.

SERIES 2013C BONDS

Issue:	\$2,140,000* General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C.
Interest Due:	Each May 1 and November 1, commencing November 1, 2013.
Principal Due:	Serially each May 1, commencing May 1, 2014 through 2021, as detailed below.
Optional Redemption:	The Series 2013C Bonds are not subject to optional redemption prior to maturity.
Security:	The Series 2013C Bonds will constitute valid and legally binding obligations of the Village payable from (a) ratably and equally with the outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 1998 (the “Series 1998 Bonds”), General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source, Series 2001A (the “Series 2001A Bonds”), General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2012E (the “Series 2012E Bonds”), and Series 2004E Bonds not being refunded by the Series 2013C Bonds, (together the “Prior Bonds”) the moneys deposited to the credit of the Surplus Account of the Waterworks and Sewerage Fund of the Village (the “Revenue Fund”), said Surplus Account consisting of the funds remaining in said Revenue Fund after the required monthly deposits and credits have been made to the Operation and Maintenance Account, the Bond and Interest Account, the Bond Reserve Account, and the Depreciation Account, and (b) ad valorem taxes levied against all taxable property within the Village without limitation as to rate or amount, except that the rights of the owners of the Series 2013C Bonds and the enforceability of the Series 2013C Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors’ rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. See “ DESCRIPTION OF THE BONDS –Series 2013C Bonds ” herein.
Credit Rating:	A credit rating for the Series 2013C Bonds has been requested from Standard & Poor’s, a Division of the McGraw-Hill Companies.
Purpose:	Series 2013C Bond proceeds will be used to fund an escrow account to currently refund all of the Village’s outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source) Series 2003G (the “Series 2003G Bonds”), to advance refund a portion of the Village’s outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E (the “Series 2004E Bonds”), and to pay the costs of issuing the Series 2013C Bonds. See “ PLAN OF FINANCING – Series 2013C Bonds ” herein.
Escrow Agent:	The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois.
Verification Agent:	Stanley P. Stone & Associates, Inc., New York, New York.

AMOUNTS*, MATURITIES, INTEREST RATES, PRICES OR YIELDS AND CUSIP NUMBERS

Principal Amount*	Due May 1	Interest Rate	Yield or Price	CUSIP Number	Principal Amount*	Due May 1	Interest Rate	Yield or Price	CUSIP Number
\$240,000	2015	%	%		\$385,000	2019	%	%	
250,000	2016	%	%		410,000	2020	%	%	
105,000	2017	%	%		440,000	2021	%	%	
130,000	2018	%	%						

*Subject to change.

VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

President and Board of Trustees

Frank Soto
President

Morris Bartlett
Susan Janowiak

Robert “Bob” Jarecki
Martin O’Connell, III

JoEllen Ridder
Henry Wessler

Officials

Michael Cassady
Village Manager

Timothy Sloth
Finance Director

Daniel DiSanto
Assistant Village Manager

Patrick K. Bond, Esq.
Bond Dickson & Associates PC
Municipal Attorney

DESCRIPTION OF THE BONDS

Series 2013A Bonds

Security: Alternate Revenue Sources and Tax Levy

The Series 2013A Bonds are payable both as to principal and interest from: (a) the ad valorem property taxes levied and collected in the SSA for the payment of projects therein (the “SSA Taxes”); (b) all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act, as supplemented and amended, or substitute taxes as may be provided in the future (the “Telecom Taxes” and together with the SSA Taxes, the “2013A Pledged Revenues”); and (c) ad valorem taxes levied against all taxable property within the Village without limitation as to rate or amount, (the “Series 2013A Pledged Taxes”), except that the rights of the Series 2013A Bondholders and the enforceability of the Series 2013A 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. Pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, (the “Debt Reform Act”) the Village will pledge such monies to the payment of Series 2013A Bonds and shall covenant to provide for and apply 2013A Pledged Revenues to the payment of Series 2013A Bonds and the provision of not less than an additional 0.25 times debt service, which pledge and covenant shall constitute a continuing obligation of the Village and continuing appropriation of the amounts received. For the prompt payment of the Series 2013A Bonds, the full faith, credit and resources of the Village are irrevocably pledged.

In the ordinance to be passed by the Village authorizing the issuance of the Series 2013A Bonds (the “Series 2013A Bond Ordinance”), the Village covenants and agrees with the purchasers and the owners of the Series 2013A Bonds that so long as any of the Series 2013A 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 collect the 2013A Pledged Revenues or, except for abatement of tax levies as permitted in the Series 2013A Bond Ordinance, to levy and collect the Series 2013A Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the 2013A Pledged Revenues will be available and that the Series 2013A Pledged Taxes will be levied, extended and collected as provided in the Series 2013A Bond Ordinance and deposited in the Series 2013A Bond Fund (hereinafter defined).

The Series 2013A Bonds are issued on a parity with the Village’s currently outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011B (the “Series 2011B Bonds”) with respect to the Telecom Taxes.

As provided in the Debt Reform Act, the Village’s determination of the sufficiency of the 2013A Pledged Revenues will be based on a report by Speer Financial, Inc., Chicago, Illinois.

Plan of Finance

Prior to the issuance of the Series 2013A Bonds, the Village, by proceedings conducted by its corporate authorities, provided certain notices, publications, and hearings to establish the SSA and to permit the issuance of special service area bonds from the SSA (the “SSA Obligations”). Within the SSA, a right or petition was provided by statute, which petition, if filed with sufficient signatures and in a timely manner, would end the SSA proceedings and prevent the financing of the project. A petition was filed which was found to be insufficient and the Courts upheld that finding.

The SSA Obligations will be issued to and acquired by the separate fund of the Village designated to pay the Series 2013A Bonds (the “Series 2013A Bond Fund”). The Series 2013A Bond Fund will acquire the SSA Obligations for value with cash received as proceeds of the Series 2013A Bonds, which proceeds shall be used to pay costs of the project as described in this Official Statement.

Taxes without limit as to rate or amount will be levied in the SSA sufficient to pay the SSA Obligations. These taxes will then be paid into the Series 2013A Bond Fund as proper payment on the SSA Obligations, then further applied to payment on the Series 2013A Bonds.

As noted in the text above, the Telecom Taxes are also pledged to payment of the Series 2013A Bonds, as are the Series 2013A Pledged Taxes.

Abatement of Series 2013A Pledged Taxes

Prior to the deadline for the timely annual abatement of the property taxes for the Series 2013A Bonds for the then current year, established by applicable law and the procedures of the County Clerks, the Treasurer of the Village shall deposit 2013A Pledged Revenues or money from other sources, constituting cash and investments, into the Series 2013A Bond Fund in an amount necessary to provide for the payment of interest on and principal of the Series 2013A 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 property taxes for the Series 2013A Bonds to the extent of the moneys so deposited.

Not earlier than December 16 and not later than the last date in any tax year that the County Clerks will accept the filing of an ordinance levying a tax to be extended during such tax year for the payment of principal of and interest on general obligation bonds, the Village Treasurer will determine the amount of 2013A Pledged Revenues and the income or revenue from other sources which may be available for payment of the Series 2013A Bonds (the "Money from Other Sources") then on deposit in the 2013A Bond Fund (as defined in the Series 2013A Bond Ordinance). The Village Treasurer will set forth the aggregate amount of 2013A Pledged Revenues and the Money from Other Sources which are then on deposit and available for the purpose of abating the Series 2103A Pledged Taxes to be extended during that tax year and will transmit such information to the Village Board.

By proper proceedings the Village Board will thereafter abate the Series 2103A Pledged Taxes by the amount so deposited into the 2013A Bond Fund.

Series 2013A Bond Fund

The purpose of the Series 2013A Bond Fund is to receive all moneys for the payment of the Series 2013A Bonds, including the 2013A Pledged Revenues and the Series 2013A Pledged Taxes, and also including the income or revenue from other sources which may be available for payment of the Series 2013A Bonds. Pledged Revenues and money from other sources deposited into the Series 2013A Bond Fund for the purpose of abating the then current property taxes levy, and which will be expended within twelve months of the date of deposit, shall be credited to the Series 2013A Bond Fund in amounts sufficient to provide for such abatement. Moneys shall not be deposited to provide for abatement for a particular year prior to December 15 of such year (being the levy year preceding interest and principal payments payable from such levy). The Series 2013A Bond Fund and its respective accounts constitute a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by the Series 2013A Bond Ordinance. The Treasurer shall deposit the 2013A Pledged Revenues and money from other sources as available into the Series 2013A Bond Fund.

Certain Risk Factors; Use of Series 2013A Pledged Taxes

The ability of the Village to pay the Series 2013A Bonds from the Pledged Revenues may be limited by circumstances beyond the control of the Village. There is no guarantee that the Pledged Revenues will continue to be available at current levels.

To the extent that Pledged Revenues may be insufficient to pay the Series 2013A Bonds, the Series 2013A Bonds are to be paid from the Series 2013A Pledged Taxes. If the Series 2013A Pledged Taxes are ever extended for the payment of the Series 2013A Bonds, the amount of the Series 2013A Bonds then outstanding will 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 shows that the Series 2013A Bonds have been paid from the Pledged Revenues for a complete fiscal year.

Series 2013B Bonds

Security: Alternate Revenue Sources and Tax Levy

The Series 2013B Bonds are payable both as to principal and interest from (a) certain licenses and permit fees collected by the Village pursuant to the Illinois Municipal Code, as amended, (the “2013B Pledged Revenues”), and (b) ad valorem property taxes levied against all taxable property in the Village without limitation as to rate or amount (the “Series 2013B Pledged Taxes”). Pursuant to the Reform Act, the Village will pledge such monies to the payment of the Series 2013B Bonds and shall covenant to provide for and apply such 2013B Pledged Revenues to the payment of the Series 2013B Bonds and the provision of not less than an additional 0.25 times debt service, which pledge and covenant shall constitute a continuing obligation of the Village and continuing appropriation of the amounts received. For the prompt payment of the Series 2013B Bonds, the full faith, credit and resources of the Village are irrevocably pledged.

In the ordinance authorizing the Series 2013B Bonds (the “Series 2013B Bond Ordinance”), the Village covenants and agrees with the purchasers and the owners of the Series 2013B Bonds that so long as any of the Series 2013B 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 collect the Pledged Revenues or, except for abatement of tax levies as permitted in the Series 2013B Bond Ordinance, to levy and collect the Series 2013B Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the 2013B Pledged Revenues will be available and that the Series 2013B Pledged Taxes will be levied, extended and collected as provided in the Series 2013B Bond Ordinance and deposited in the bond fund created under the Series 2013B Bond Ordinance in connection with the Series 2013B Bonds (the “Series 2013B Bond Fund”).

The Series 2013B Bonds are issued on a parity with the Village’s currently outstanding General Obligation Bonds (Alternate Revenue Source), Series 2004D (the “Series 2004D Bonds”) not being refunded by the Series 2013B Bonds with respect to the 2013B Pledged Revenues.

Abatement of Series 2013B Pledged Taxes

Not earlier than December 2 and not later than the last date in any tax year that the County Clerks will accept the filing of an ordinance levying a tax to be extended during such tax year for the payment of principal of and interest on general obligation bonds, the Village Treasurer will determine the amount of 2013B Pledged Revenues then on deposit in the 2013B Pledged Revenues Subaccount (as defined in the Series 2013B Bond Ordinance). The Village Treasurer will set forth the aggregate amount of 2013B Pledged Revenues which are then on deposit and available for the purpose of abating the Series 2103B Pledged Taxes to be extended during that tax year and will transmit such information to the Village Board.

The Village Board will direct the abatement of the Series 2103B Pledged Taxes and will authorize the transfer to the 2013B Alternate Bond Fund of the amount of 2013B Pledged Revenues so determined to be available for such abatement. By proper proceedings the Village Board will thereafter abate the Series 2103B Pledged Taxes by the amount so transferred to and deposited into the 2013B Alternate Bond Fund.

Series 2013B Bond Fund

The Village will deposit the appropriate 2013B Pledged Revenues and the Series 2013B Pledged Taxes into a separate Series 2013B Alternate Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by the Series 2013B Bond Ordinance. The Series 2013B Bonds are secured by a pledge of all of the monies on deposit in the Series 2013B Alternate Bond Fund, and such pledge is irrevocable until the Series 2013B Bonds have been paid in full or until the obligations of the Village are discharged under the Series 2013B Bond Ordinance.

Certain Risk Factors; Use of Series 2013B Pledged Taxes

The ability of the Village to pay the Series 2013B Bonds from the Pledged Revenues may be limited by circumstances beyond the control of the Village. There is no guarantee that the Pledged Revenues will continue to be available at current levels.

To the extent that 2013B Pledged Revenues may be insufficient to pay the Series 2013B Bonds, the Series 2013B Bonds are to be paid from the Series 2013B Pledged Taxes. If the Series 2013B Pledged Taxes are ever extended for the payment of the Series 2013B Bonds, the amount of the Series 2013B Bonds then outstanding will 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 shows that the Series 2013B Bonds have been paid from the 2013B Pledged Revenues for a complete fiscal year.

Series 2013C Bonds

Security: Alternate Revenue Sources and Tax Levy

The Series 2013C Bonds are payable both as to principal and interest from: (a) the moneys deposited to the credit of the Surplus Account of the Waterworks and Sewerage Fund of the Village (the "Revenue Fund"), said Surplus Account consisting of the funds remaining in said Revenue Fund after the required monthly deposits and credits have been made to the Operation and Maintenance Account, the Bond and Interest Account, the Bond Reserve Account, and the Depreciation Account (the "2013C Pledged Revenues"), and (b) ad valorem taxes levied against all of the taxable property within the Village without limitation as to rate or amount (the "Series 2013C Pledged Taxes"). Pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended, (the "Debt Reform Act") the Village will pledge such monies to the payment of Series 2013C Bonds and shall covenant to provide for and apply such 2013C Pledged Revenues to the payment of Series 2013C Bonds and the provision of not less than an additional 0.25 times debt service, which pledge and covenant shall constitute a continuing obligation of the Village and continuing appropriation of the amounts received. For the prompt payment of the Series 2013C Bonds, the full faith, credit and resources of the Village are irrevocably pledged.

In the ordinance authorizing the Series 2013C Bonds (the "Series 2013C Bond Ordinance"), the Village covenants and agrees with the purchasers and the owners of the Series 2013C Bonds that so long as any of the Series 2013C 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 collect the 2013C Pledged Revenues or, except for abatement of tax levies as permitted in the Series 2013C Bond Ordinance, to levy and collect the Series 2013C Pledged Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the 2013C Pledged Revenues will be available and that the Series 2013C Pledged Taxes will be levied, extended and collected as provided in the Series 2013C Bond Ordinance and deposited in the bond fund created under the Series 2013C Bond Ordinance in connection with the Series 2013C Bonds (the "Series 2013C Bond Fund").

The Series 2013C Bonds are issued on a parity with the Village's currently outstanding Prior Bonds with respect to the 2013C Pledged Revenues. The Series 2013C Bonds are subordinate lien bonds payable only from the Surplus Account of the Revenue Fund.

Abatement of Series 2013C Pledged Taxes

Not earlier than May 2 and not later than the last date in any tax year that the County Clerks will accept the filing of an ordinance levying a tax to be extended during such tax year for the payment of principal of and interest on general obligation bonds, the Village Treasurer will determine the amount of 2013C Pledged Revenues then on deposit in the Alternate Bond and Interest Subaccount (as defined in the Series 2013C Bond Ordinance). The Village Treasurer will set forth the aggregate amount of 2013C Pledged Revenues which are then on deposit and available for the purpose of abating the Series 2013C Pledged Taxes to be extended during that tax year and will transmit such information to the Village Board.

The Village Board will direct the abatement of the Series 2103C Pledged Taxes and will authorize the transfer to the 2013C Alternate Bond Fund of the amount of 2013C Pledged Revenues so determined to be available for such abatement. By proper proceedings the Village Board will thereafter abate the Series 2103C Pledged Taxes by the amount so transferred to and deposited into the 2013C Alternate Bond Fund.

Series 2013C Bond Funds

The Village will deposit the appropriate 2013C Pledged Revenues and the Series 2013C Pledged Taxes into a separate Series 2013C Alternate Bond Fund, which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by the Series 2013C Bond Ordinance. The Series 2013C Bonds are secured by a pledge of all of the monies on deposit in the Series 2013C Alternate Bond Fund, and such pledge is irrevocable until the Series 2013C Bonds have been paid in full or until the obligations of the Village are discharged under the Series 2013C Bond Ordinance.

Certain Risk Factors: Use of Series 2013C Pledged Taxes

The ability of the Village to pay the Series 2013C Bonds from the 2013C Pledged Revenues may be limited by circumstances beyond the control of the Village. There is no guarantee that the 2013C Pledged Revenues will continue to be available at current levels.

To the extent that 2013C Pledged Revenues may be insufficient to pay the Series 2013C Bonds, the Series 2013C Bonds are to be paid from the Series 2013C Pledged Taxes. If the Series 2013C Pledged Taxes are ever extended for the payment of the Series 2013C Bonds, the amount of the Series 2013C Bonds then outstanding will 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 shows that the Series 2013C Bonds have been paid from the 2013C Pledged Revenues for a complete fiscal year.

The Alternate Bonds

Section 15 of the Reform Act provides that whenever revenue bonds have been duly authorized, a local government unit may issue its general obligation bonds in lieu of such revenue bonds as authorized, and such general obligation bonds may be referred to as “alternate bonds.” The Reform Act also provides that whenever there exists an alternate revenue source, a local government unit may issue alternate bonds. Such bonds are general obligation debt payable from the pledged alternate revenues with the general obligation of the issuer acting as back-up security. The Reform Act prescribes several conditions that must be met before alternate bonds may be issued.

First, alternate bonds must be issued for a lawful corporate purpose. If issued in lieu of revenue bonds, the alternate bonds must be authorized under applicable law. Alternate bonds may be issued payable from either enterprise revenues or other revenue sources, or both.

Second, the question of issuance must be submitted to referendum if, within thirty (30) days after publication of an authorizing ordinance and notice of intent to issue alternate bonds, a petition signed by the greater of (i) 7.5% of the registered voters in the government unit or; (ii) 200 of those registered voters or 15%, whichever is less, is filed.

Third, the issuer must determine that the pledged revenue source or sources are sufficient in each year to final maturity to provide not less than 1.25 times debt service of the proposed alternate bonds and all other outstanding alternate bonds of the issuer payable from the same revenue source. To the extent payable from one or more revenue sources, such sources shall have been determined by the governing body to provide in each year an amount not less than 1.25 times debt service on all alternate bonds payable from such revenue sources previously issued and outstanding and the alternate bonds proposed to be issued. The issuer must in fact pledge and covenant to provide for, collect and apply the pledged alternate enterprise revenues or revenue source(s).

Refunding Alternate Bonds

Section 15 of the Reform Act provides that alternate bonds may be issued to refund or advance refund alternate bonds without meeting any of the conditions set forth in such section that would otherwise apply (see “The Alternate Bonds” above), if the term of the refunding bonds is no longer than the term of the refunded bonds and the debt service payable on the refunding bonds in each year is no more than the debt service payable in such year on the refunded bonds. These conditions will be met in connection with the issuance of the Series 2013B Bonds and Series 2013C Bonds.

THE VILLAGE

The Village is located approximately 17 miles northwest of downtown Chicago bordering the southwest corner of O'Hare International Airport. Based on the Village's 2012 Equalized Assessed Valuation (“EAV”), 94.3% is located in DuPage County and 5.7% is located in Cook County. The Village contains a total area of approximately 5.6 square miles. Population as reported by the 2010 Census is 18,352.

The Village is governed by a President and six member Board of Trustees elected at large and by a full-time Village Manager. The Village Manager supervises approximately 108 full-time Village employees.

There are three unions active in the Village. The police officers belong to the Metropolitan Alliance of Police (MAP), Bensenville Police Chapter #165; police sergeants belong to Teamsters Local #714, Law Enforcement Division (Sergeants' Unit); public works and clerical staff belong to the American Federation of State, County and Municipal Employees, Council 31 (AFSCME). All three unions are under contracts which expire April 30, 2015. The Village considers its relations with employees to be good.

The Village receives its fire protection services from the Bensenville Fire Protection District Number 2 which was created May 1, 2007. Two fire stations serve the Village with one north of the SOO Line tracks and one south of the tracks. The department has an I.S.O. rating of 4.0.

A full-time professional police department with 35 full-time sworn personnel serves the Village. The department has a patrol division, an investigations unit, a community oriented policing unit and a records division. The department's communications center functions are handled by the Addison Communications Dispatch Center which serves the communities of Bensenville, Addison and Bloomingdale.

The department utilizes and is a member of numerous task forces to effectively and efficiently address more specialized law enforcement functions. These task forces include the DuPage Major Crime Task Force, the DuPage Metropolitan Enforcement Group, the Northern Illinois Police Alarm System Mobile Field Force Unit, the DuPage County Arson Task Force and the DuPage County Sheriff's Special Operations Unit.

In addition to the task forces, the department has one patrol officer assigned to enforce truck specific regulations. The department has an arson canine unit that was obtained through a grant awarded by State Farm. Automatic external defibrillators have been purchased for utilization by patrol officers who have been trained on their use in order to provide that lifesaving service to the community.

The department and especially the Community Crime Prevention Unit are active in the schools and neighborhood Watch Program, an Airport Watch Program, and a Green Teen Zone teen center providing afterschool programs for teenagers. The police department has an Apartment Complex Liaison Program. The objective of this program is to allow the officers to become better acquainted with the higher density neighborhoods and to give residents and management a personal contact should a problem arise within the neighborhood. The business community is served by officers through an established business watch program and the teaching BASSET to businesses that have been issued a liquor license.

Through its Emergency Management Agency, the Village has initiated a CERT program. This program will provide the Village with a trained volunteer group that will be able to support the Village not only during a disaster or declared state of emergency but during other responses related to public safety.

Water to Village residents from the municipal system is supplied from Lake Michigan through the DuPage Water Commission. The Village operates its own wastewater treatment plant.

Economic Development

The Village has continued its aggressive efforts to develop its economic base. In 2012 there were 154 new business licenses issued to companies coming into or relocating within the community including ASAP Pallets, Auto Union, Woodshed Studio, Consumer Electronic Distributors Inc., Expeditors International, Unzueta Law Group PC, Mayrich Company, M.B.S. Manufacturing Inc., CPI Office Products, Village Coffee Shop, VNA Health Care, Benchmark Surfacetec Inc., Garlock Chicago, Exhibit Developers and Centerline Automotive.

The Village's economic development activities were enhanced by the completion and the Village Board acceptance of the Federal Aviation Administration's (FAA) Airport Compatibility Grant. The resultant document, "Comprehensive Economic Development Strategy", establishes land use plans for four key subareas - the Northern and Eastern Business Parks, the Downtown, and Midtown/Irving Park Road corridor.

Capital improvements in 2012 included roadway reconstruction, water main replacement, sidewalk installation, facility upgrades, and fleet replacement. The first phase of the Northern Business District Reconstruction Project totaling over \$11 million invested in water main replacement, storm water conveyance improvements, streetscape and roadway construction was completed. Foley Street, Henderson Street and a portion of Wood Avenue was reconstructed. New sidewalk was installed along Jefferson Street. Nearly 4,000 linear feet of water main was replaced along Jefferson Street.

Stormwater management has and continues to be a priority for the Village. In 2010, the Village completed construction of a new storm water storage basin in Veteran's Park which is owned by the Park District. This project will significantly reduce stormwater impacts within adjacent residential areas and several properties are to be removed from the designated flood plain. The project also included the resurfacing of the Public Safety Building parking lot.

Other projects included the repainting and refurbishment of the Belmont Water Tower and the construction of 0.72 miles of sidewalk along Grand Avenue from York Road to Church Road.

Fleet upgrades in 2012 include Police Department purchases of two Ford Taurus' and two Ford Explorers, one Ford Fusion for Community Development and completely refurbishing two heavy duty public works vehicles.

Significant upgrades to streets and stormwater systems in the North Industrial Park are proposed. Total construction cost for the proposed projects is estimated at \$22 million.

The Village holds a 21 year "TREE CITY USA" distinction from the National Arbor Day Foundation. Sponsored by the National Arbor Day Foundation, in cooperation with the Illinois Department of Natural Resources, the National Association of State Foresters and the U.S. Forest Service, TREE CITY USA promotes the economic, health and aesthetic benefits of trees through proper tree care. The program strengthens community involvement in tree planting, beautification and reforestation efforts.

O'Hare International Airport

The O'Hare Modernization Program (OMP) continues to move forward, keeping the airport as a prime economic engine for the region and the Village. In addition to the expanded runways, the OMP is providing over 13 acres of landscaped area in the Village to beautify the central area and the York Road and Green Street corridors. When the western access to O'Hare International and the Elgin-O'Hare Expressway are completed, the Village will recognize significant value creation in economic development.

The Elgin – O'Hare Expressway / Western By – Pass, while technically not tied to the OMP, dovetails perfectly with the expanded airport. This \$3.6 billion improvement will tie together I – 90 (at the Des Plaines Oasis) I – 294, I – 290 and the Elgin O'Hare Expressway, with Bensenville at the crossroads. Existing highway access and connectivity are currently almost unparalleled but this new strategic improvement enhances access and location for business. Interchanges are planned for the Elgin – O'Hare and the Western By-Pass at the existing intersection of Thorndale Avenue and N. York Road, Irving Park Road (IL Route 19) and York Road, and at County Line Road

Education

The Village is served principally by School District Number 2 and Fenton High School District Number 100 located in the Village. Small parts of the Village are served by Community Unit School District Number 205 and School District Number 7. School District Number 2 operates and maintains five schools within the Village including four K-6 grade schools and a junior high school building. In addition, several parochial schools are located in the Village.

Opportunities for higher learning are provided for Village residents by the College of DuPage ("COD"), Community College District Number 502, and various colleges and universities throughout the Chicago metropolitan area. With an annual enrollment of over 36,000, COD is the largest community college in the State of Illinois in terms of enrollment. Educational programs in over 80 areas of study include associate degrees, college transfer classes, occupational and vocational programs, continuing education, and special programs such as the older Adult Institute and the Business and Professional Institute. COD employs approximately 2,500 full and part time employees.

Community Life

The Bensenville Community Public Library District, a separate taxing body, has an 18,000 square foot library building on a seven acre wooded park site in the Village that contains shelf space for more than 100,000 volumes. The library is a member of the regional DuPage Library System network.

The Bensenville Park District (the "Park District"), a separate taxing body, owns and operates White Pines Golf Course (a 260 acre, 36 hole facility), a swimming pool, community center, ice skating rink, ball fields, and tennis courts, which are situated in 11 separate park locations. The Park District owns or leases approximately 60 acres of land and shares in the joint use of school district lands for recreational purposes. Forest preserves near the Village provide additional open space for recreation.

Through joint planning with the Park District and the State of Illinois, the Redmond Retention Basin had its natural pond and wetlands qualities restored and provides fishing, boating and athletic activities. The Redmond Recreational Complex is an eighty-eight acre facility containing an aquatic center, indoor ice arenas, walking path, softball fields, climbing wall ropes courses, baseball stadium, fitness center, gazebos, pavilion, basketball courts, sixteen-acre pond, skate park soccer field, band shell, playground, party room facilities, concession stands, boat launch and an inline skating rink.

The Village expanded the summer Music in the Park series to a weekly format with live band entertainment, food-tastes and free carriage rides attracting many families to the Town Center. The Village, in cooperation with the Bensenville Arts Council, sponsors the Young Musicians Mentor Program. The program brings together musically talented young people, who are selected through an audition process, with professional musicians who serve as their mentors. They rehearse together and perform two community concerts.

Transportation

The Village is adjacent to the highway transportation hub serving O'Hare International Airport and the entire Chicago metropolitan area. Metra provides commuter transportation to Chicago's Union Station with frequent eastbound trains. Regional bus service is provided by the Regional Transit Authority and local bus service within the Village by Dial-A-Bus. Expressways near the Village include the Kennedy Expressway and the Northwest Tollway to the north (I-90); and Illinois Tri-State Tollway to the east (I-294); and the Lake Street Extension of the Eisenhower Expressway to the south (I-290); all within several miles of the Village. Illinois State Route 83 (Kingery Highway), a divided four lane highway, borders the west end of the Village.

SOCIOECONOMIC INFORMATION

Employment

Substantial employment is available in surrounding communities and throughout the Chicago metropolitan area. Numerous employers are located within the Village and in surrounding communities.

The following employment data shows the growth trend for employment in DuPage County. This data is **NOT** comparable to similar U.S. Census statistics, which would include government employment, and establishments not covered by the Illinois Unemployment Insurance Program, and could classify employment categories differently.

DuPage County Private, Non-Agricultural Employment Covered by the Illinois Unemployment Insurance Act(1)

	(Data as of March for each Year)				
	2007	2008	2009	2010	2011
Farm, Forestry, Fisheries.....	353	338	310	280	243
Mining and Quarrying.....	157	112	90	84	77
Construction.....	29,278	26,903	23,042	19,192	19,063
Manufacturing.....	60,122	59,719	53,193	49,208	50,700
Transportation, Communications, Utilities.....	40,010	41,205	37,913	34,566	34,315
Wholesale Trade.....	50,083	50,669	47,984	44,552	45,609
Retail Trade.....	69,136	68,274	61,886	59,906	60,903
Finance, Insurance, Real Estate.....	46,031	43,489	39,579	37,239	37,365
Services(2).....	243,456	247,072	237,881	239,883	251,853
Total.....	538,626	537,781	501,878	484,907	500,128

Notes: (1) Source: Illinois Department of Employment Security.
 (2) Includes unclassified establishments.

Following are lists of large employers located in the Village and in the surrounding area.

Major Village Employers(I)

<u>Name</u>	<u>Product/Service</u>	<u>Approximate Employment</u>
U.S. Foodservice, Inc.....	Frozen Foods and Restaurant Supplies Distribution.....	400
Central States Trucking Co.....	Local Trucking	300
Victor Envelope Manufacturing Company.....	Mailing Envelopes	220
Ewing-Doherty Mechanical, Inc.....	Plumbing and Site Utility Contractors.....	200
Expeditors International of Washington, Inc.....	Commercial Importer and Exporter.....	200
Telesource.....	Telephone Equipment	200
Allmetal, Inc.....	Roll Formed Light Gauge Metal and Nylon Injection Molding.....	200
UPS Freight Services.....	International Freight Forwarding.....	200
CNC Technologies, Inc.....	Dies and Tools	200
Envelope Express, Inc.....	Envelopes	175
Amglo Kemlite Laboratories, Inc.....	Electric Lamps	150
Fortune Fish Co.....	Fish and Seafoods	150
Rubicon Technology, Inc.....	Semiconductors and Related Devices.....	150
Crouch Seranko LLC.....	Masonry	130
Roesch Volkswagen, Inc.....	Automobile Dealer	130

Note: (1) Source: 2013 Illinois Manufacturers Directory, 2013 Illinois Services Directory and selected telephone survey.

Major Area Employers(I)

<u>Location</u>	<u>Name</u>	<u>Product/Service</u>	<u>Approximate Employment</u>
Elk Grove Village.....	Alexian Bros. Medical Center	Regional Medical Center	3,100
Elmhurst.....	Elmhurst Memorial Hospital	General Hospital	2,173
Elk Grove Village.....	Automatic Data Processing	Data Processing and Payroll Services	1,500
Addison.....	United Parcel Service	Parcel Delivery Service	1,400
Northlake.....	Dr. Pepper Snapple Group	Carbonated Beverages, Juices & Water	1,200
Elk Grove Village.....	Wirtz Beverage, Illinois	Wholesale Wine and Liquor	1,000
Addison.....	Pampered Chef Ltd	Kitchen Tools Distributor	950
Franklin Park.....	Hill Mechanical Group	Plumbing, Heating, Air Conditioning	900
Wood Dale.....	Quest Diagnostics, Inc.	Blood Testing and Clinical Laboratory	900
Elmhurst.....	Elmhurst Community S.D. 205	Public School District	850
Addison.....	McMaster-Carr Supply Co.	Mail Order Sales	850
Franklin Park.....	Canadian Pacific Railway	Railroad Yard and Repair	800
Elk Grove Village.....	Symons	Construction Machinery	770
Franklin Park.....	Nestle Chocolate & Confection	Candy and Confectionery	750
Franklin Park.....	Sloan Valve Co.	Plumbing Fixtures	723
Elk Grove Village.....	Little Lady Foods, Inc.	Bakery Products	700
Franklin Park.....	Fresh Express Corp.	Food Preparations	696
Elk Grove Village.....	Executive Building Maintenance, Inc.	Building Maintenance Services	632
Elk Grove Village.....	Clear Lam Packaging, Inc.	Packaging	600
Elmhurst.....	Elmhurst College	Education	600

Note: (1) Source: 2013 Illinois Manufacturers Directory, 2013 Illinois Services Directory and selected telephone survey.

The following tables show employment by industry and by occupation for the Village, DuPage and Cook Counties, and the State of Illinois as reported by the U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey (“ACS”).

Employment By Industry(I)

Classification	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining.....	76	0.8%	4,316	0.2%	1,156	0.2%	63,960	1.1%
Construction.....	764	8.2%	123,469	5.1%	24,539	5.2%	343,232	5.7%
Manufacturing.....	2,235	23.9%	267,783	11.0%	59,805	12.7%	775,663	12.8%
Wholesale Trade.....	373	4.0%	71,321	2.9%	21,836	4.6%	196,738	3.3%
Retail Trade.....	863	9.2%	240,683	9.9%	50,681	10.8%	659,708	10.9%
Transportation and Warehousing, and Utilities.....	567	6.1%	152,899	6.3%	24,993	5.3%	355,486	5.9%
Information.....	155	1.7%	61,250	2.5%	12,435	2.6%	135,688	2.2%
Finance and Insurance, and Real Estate and Rental and Leasing.....	352	3.8%	210,438	8.7%	45,742	9.7%	466,468	7.7%
Professional, Scientific, and Management, Administrative, and Waste Management Services.....	1,091	11.7%	322,649	13.3%	63,971	13.6%	662,987	11.0%
Educational Services and Health Care and Social Assistance.....	1,132	12.1%	530,526	21.8%	94,522	20.1%	1,337,455	22.1%
Arts, Entertainment and Recreation and Accommodation and Food Services.....	1,095	11.7%	231,014	9.5%	37,942	8.1%	524,925	8.7%
Other Services, Except Public Administration..	496	5.3%	121,008	5.0%	21,922	4.7%	288,538	4.8%
Public Administration.....	137	1.5%	91,913	3.8%	11,047	2.3%	232,923	3.9%
Total.....	9,336	100.0%	2,429,269	100.0%	470,591	100.0%	6,043,771	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Employment By Occupation(I)

Classification	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Management, Business, Science and Arts	1,785	19.1%	900,655	37.1%	206,413	43.9%	2,167,571	35.9%
Service	1,727	18.5%	424,830	17.5%	57,376	12.2%	1,007,434	16.7%
Sales and Office	2,319	24.8%	617,135	25.4%	131,039	27.8%	1,550,202	25.6%
Natural Resources, Construction, and Maintenance	1,021	10.9%	162,266	6.7%	29,011	6.2%	474,566	7.9%
Production, Transportation, and Material Moving	2,484	26.6%	324,383	13.4%	46,752	9.9%	843,998	14.0%
Total.....	9,336	100.0%	2,429,269	100.0%	470,591	100.0%	6,043,771	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Unemployment Rates

The table below shows unemployment trends for the Village, DuPage and Cook Counties, and the State of Illinois.

Annual Average Unemployment Rates(I)

Calendar Year	The Village	DuPage County	Cook County	State of Illinois
2004	5.6%	4.9%	6.6%	6.2%
2005	5.5%	4.7%	6.5%	5.7%
2006	4.3%	3.4%	4.7%	4.5%
2007	4.9%	3.8%	5.1%	5.0%
2008	6.5%	5.0%	6.5%	6.5%
2009	10.8%	9.2%	11.0%	10.5%
2010	10.7%	8.3%	10.5%	10.3%
2011	10.5%	8.0%	10.4%	9.8%
2012	9.5%	7.3%	9.3%	8.1%
2013(2)	NA	7.6%	9.7%	9.4%

Notes: (1) Source: Illinois Department of Employment Security.
(2) Preliminary rates for March 2013.

Building Permits

Village Building Permits(1) (Excludes the Value of Land)

Calendar Year	Commercial Construction	Residential Construction	Industrial Construction	Total
2007	\$ 3,993,000	\$9,760,000	\$19,881,000	\$33,634,000
2008	3,860,000	5,408,000	24,390,000	33,658,000
2009	5,131,000	5,726,000	22,654,000	33,511,000
2010	11,167,000	7,616,000	38,746,000	57,529,000
2011	4,035,089	3,156,623	10,140,560	17,332,272
2012(2)	4,142,815	2,522,484	7,322,542	13,987,841

Note: (1) Source: the Village.

Housing

The ACS reported that the median value of the Village's owner-occupied homes was \$251,800, which compares with \$256,900 for Cook County, \$309,800 for DuPage County and \$198,500 for the State of Illinois. The market values of specified owner-occupied units for the Village, DuPage and Cook Counties, and the State of Illinois were as follows:

Specified Owner-Occupied Units(1)

Value	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under \$50,000.....	69	2.1%	32,251	2.8%	2,821	1.1%	218,208	6.7%
\$50,000 to \$99,999.....	86	2.6%	58,161	5.0%	4,676	1.8%	451,967	13.8%
\$100,000 to \$149,999.....	309	9.4%	115,458	10.0%	14,371	5.6%	464,158	14.2%
\$150,000 to \$199,999.....	471	14.3%	181,081	15.7%	26,931	10.6%	518,957	15.8%
\$200,000 to \$299,999.....	1,369	41.5%	310,631	26.9%	72,555	28.5%	725,004	22.1%
\$300,000 to \$499,999.....	918	27.8%	303,331	26.2%	91,527	36.0%	613,486	18.7%
\$500,000 to \$999,999.....	63	1.9%	125,991	10.9%	34,391	13.5%	234,600	7.2%
\$1,000,000 or more.....	15	0.5%	29,748	2.6%	7,320	2.9%	53,191	1.6%
Total.....	3,300	100.0%	1,156,652	100.0%	254,592	100.0%	3,279,571	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Mortgage Status(1)

Value	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Housing Units with a Mortgage..	2,353	71.3%	825,981	71.4%	191,178	75.1%	2,272,745	69.3%
Housing Units without a Mortgage.....	947	28.7%	330,671	28.6%	63,414	24.9%	1,006,826	30.7%
Total.....	3,300	100.0%	1,156,652	100.0%	254,592	100.0%	3,279,571	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Income

Per Capita Personal Income For the Ten Highest Income Counties in the State(I)

Rank		2007-2011
1.....	Lake County	\$38,512
2.....	DuPage County	38,405
3.....	McHenry County	32,318
4.....	Monroe County	31,570
5.....	Kendall County	31,325
6.....	Will County	30,199
7.....	Kane County	29,864
8.....	Woodford County	29,886
9.....	Cook County	29,920
10.....	Sangamon County	29,167

Note: (1) Source: U.S. Bureau of the Census. 2007-2011
American Community 5-Year Estimates.

The following shows a ranking of median family income for the Chicago metropolitan area from the 2007-2011 American Community Survey.

Ranking of Median Family Income(I)

Ill. County	Family Income	Ill. Rank
DuPage County	\$94,049	1
Lake County	93,260	2
Kendall County	90,696	3
McHenry County	87,133	4
Will County	86,372	5
Kane County	79,686	8
Cook County	65,842	20

Note: (1) Source: U.S. Bureau of the Census.
2007-2011 American Community 5-Year
Estimates.

According to the ACS, the Village had a median family income of \$56,699. This compares to \$65,842 for Cook County, \$94,049 for DuPage County and \$69,658 for the State of Illinois. The following table represents the distribution of family incomes for the Village, DuPage and Cook Counties, and the State of Illinois as reported by ACS.

Median Family Income(I)

Income	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under \$10,000.....	256	5.8%	63,241	5.3%	3,963	1.7%	131,841	4.2%
\$10,000 to \$14,999.....	188	4.2%	39,634	3.3%	3,250	1.4%	86,610	2.7%
\$15,000 to \$24,999.....	376	8.5%	100,077	8.4%	8,873	3.7%	224,421	7.1%
\$25,000 to \$34,999.....	460	10.4%	105,831	8.8%	13,840	5.8%	260,262	8.3%
\$35,000 to \$49,999.....	688	15.5%	147,041	12.3%	21,969	9.2%	389,862	12.4%
\$50,000 to \$74,999.....	889	20.0%	213,790	17.9%	38,936	16.3%	606,737	19.2%
\$75,000 to \$99,999.....	714	16.1%	166,870	13.9%	37,126	15.6%	486,151	15.4%
\$100,000 to \$149,999.....	613	13.8%	192,184	16.1%	53,390	22.4%	547,784	17.4%
\$150,000 to \$199,999.....	232	5.2%	78,924	6.6%	27,076	11.3%	212,016	6.7%
\$200,000 or more.....	25	0.6%	89,204	7.5%	30,153	12.6%	207,841	6.6%
Total.....	4,441	100.0%	1,196,796	100.0%	238,576	100.0%	3,153,525	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

According to the ACS, the Village had a median household income of \$53,140. This compares to \$54,598 for Cook County, \$77,598 for DuPage County and \$56,576 for the State of Illinois. The following table represents the distribution of household incomes for the Village, DuPage and Cook Counties, and the State of Illinois as reported by ACS.

Median Household Income(I)

Income	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under \$10,000.....	461	7.1%	155,944	8.1%	10,554	3.1%	324,506	6.8%
\$10,000 to \$14,999.....	372	5.8%	95,215	4.9%	8,192	2.4%	225,927	4.7%
\$15,000 to \$24,999.....	631	9.8%	201,175	10.4%	20,974	6.2%	480,204	10.1%
\$25,000 to \$34,999.....	655	10.1%	187,616	9.7%	25,263	7.5%	462,115	9.7%
\$35,000 to \$49,999.....	981	15.2%	251,609	13.0%	37,669	11.2%	628,998	13.2%
\$50,000 to \$74,999.....	1,410	21.8%	345,130	17.8%	59,441	17.7%	884,623	18.5%
\$75,000 to \$99,999.....	1,066	16.5%	238,954	12.4%	49,399	14.7%	627,813	13.2%
\$100,000 to \$149,999.....	592	9.2%	252,033	13.0%	62,355	18.6%	656,199	13.7%
\$150,000 to \$199,999.....	242	3.7%	98,215	5.1%	29,651	8.8%	243,765	5.1%
\$200,000 or more.....	50	0.8%	108,880	5.6%	32,153	9.6%	238,852	5.0%
Total.....	6,460	100.0%	1,934,771	100.0%	335,651	100.0%	4,773,002	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Sales Tax Trend

The table below shows the distribution of the municipal portion of the Retailers' Occupation, Service Occupation and Use Tax ("Sales Tax") collected by the State Department of Revenue from retailers within the Village. The table indicates the level of retail activity in the Village.

Retailers' Occupation, Service Occupation and Use Tax(I)

State Fiscal Ending June 30	State Sales Tax Distribution(2)	Annual Percentage Change + or (-)
2003	\$3,880,328	(9.39%)(3)
2004	3,925,181	1.16%
2005	3,995,957	1.80%
2006	4,910,901	22.90%
2007	4,575,858	(6.82%)
2008	4,633,469	1.26%
2009	4,155,103	(10.32%)
2010	3,810,082	(8.30%)
2011	4,174,570	9.57%
2012	4,545,380	8.88%
Growth from 2003 to 2012		17.14%

- Notes: (1) Source: Illinois Department of Revenue.
 (2) Tax distributions are based on records of the Illinois Department of Revenue relating to the 1% municipal portion of the Retailers' Occupation, Service Occupation and Use Tax, collected on behalf of the Village less a State administration fee. The municipal 1% includes tax receipts from the sale of food and drugs which are not taxed by the State.
 (3) The 2003 percentage is based on a 2002 Sales Tax of \$4,282,250.

THE WATERWORKS AND SEWERAGE SYSTEM

The System includes 69 miles of water mains and a storage capacity of 3.6 million gallons. Approximately half of System sales are to industrial and commercial customers. Water to Village residents from the municipal system is supplied from Lake Michigan through the DuPage Water Commission. The Village operates its own wastewater treatment plant.

Largest System Users(1)

User Name	Service/Product	2012 Annual Usage (000)(Gallons)
Elk Grove Village.....	Municipality (Sewerage Gallons Only)	44,163
Yorkbrook Apartments.....	Apartment Complex.....	20,739
Rubicon Technology.....	Manufacturer.....	12,683
Christian Homes.....	Assisted Living Apartment Complex.....	7,451
Linden Towers.....	Apartment Complex.....	6,670
Bridgeway of Bensenville.....	Condo Complex.....	5,630
Ropak Midwest.....	Manufacturer/Wholesaler-Packaging Materials	5,506
Doumak.....	Manufacturer.....	5,480
Fortune Fish Co.....	Seafood Specialist/Wholesaler	5,017
Cable & Wireless/Savvis.....	Global Internet Provider Services	4,982
Total.....		118,321

Note: (1) Source: the Village, for calendar year 2012.

User Data

Year	Water Consumption (Gallons)		Sewage Treated (Gallons)	
	Total	Customers	Total	Customers
2003.....	931,052,000	5,514	1,844,410,000	5,819
2004.....	919,399,000	5,445	1,453,970,000	5,688
2005.....	891,000,000	5,445	1,285,000,000	5,688
2006.....	904,600,000	5,550	1,169,860,000	5,772
2007.....	856,020,000	5,409	1,307,610,000	5,385
2008.....	846,736,000	4,899	1,558,387,700	5,034
2009.....	783,308,000	5,519	1,400,500,000	5,593
2010.....	822,918,000	4,874	1,150,690,000	4,800
2011.....	630,684,000	4,937	1,245,750,000	4,863
2012.....				

Note: (1) Source: the Village.

Water Charges

	Effective June 1, 2006	Effective May 1, 2008	Effective May 1, 2009	Effective May 1, 2010	Effective May 1, 2011
Fixed charge per month based on water meter size ..	\$1.40 to \$93.30	\$1.58 to \$105.43	\$1.79 to \$119.14	\$2.02 to \$134.63	\$2.28 to \$152.13
Water fee per 1,000 gallons	\$5.97(1)	\$6.80(2)	\$7.73(3)	\$8.80	\$10.02

Sewer Charges

Fixed charge per month based on water meter size	\$2.46 to \$164.27	\$2.87 to \$191.37	\$3.34 to \$222.95	\$3.89 to \$259.74	\$4.53 to \$302.60
Sewer fee per 1,000 gallons	\$2.31	\$2.69	\$3.52	\$3.65	\$4.25

- Notes: (1) Water fee is \$3.30 and capital recovery fee is \$2.67.
 (2) Water fee is \$3.73 and capital recovery fee is \$3.07.
 (3) Water fee is \$4.21 and capital recovery fee is \$3.52.

THE PROJECT – THE SERIES 2013A BONDS

The Series 2013A Bonds will be used to fund infrastructure improvements to the SSA located generally west of York Road, north of Grove Avenue, east of Route 83 and south of Devon Avenue. The area is known as the North Industrial Park and contains Special Service Area 3, Special Service Area 4, Special Service Area 5, Special Service Area 6, Special Service Area 7 and Special Service Area 8 (and together, the “2011B SSAs”) in addition to the SSA. Projects include but are not limited to roadway reconstruction, street lighting, storm sewer improvements, sanitary sewer rehabilitations, culvert replacement and stream bank improvements.

The cost of these infrastructure improvements within the SSA and in certain other parts of the North Industrial Park are being paid from the proceeds of the \$17,975,000 General Obligation Bonds (Alternate Revenue Source), Series 2011A (the “Series 2011A Bonds”) dated July 7, 2011, the \$7,205,000 General Obligation Bonds (Alternate Revenue Source), Series 2011B dated October 3, 2011 and the Series 2013A Bonds. The Series 2011A bonds are general obligation bonds, but payable from incremental property receipts from a “tax increment” area also established within the North Industrial Park.

Equalized Assessed Valuation (EAV)(1)

<u>Special Service Area</u>	<u>EAV(2)</u>
Number 3	\$ 8,441,980
Number 4	20,248,580
Number 5	2,302,290
Number 6	30,477,460
Number 7	6,636,820
Number 8	5,262,060
Number 9	43,730,700
Total	<u>\$117,099,890</u>

Notes: (1) Source: DuPage County.
 (2) For the 2012 tax year.

**General Obligation Bonds (Alternate Revenue Source), Series 2013A
(Pledge of SSA Taxes and Telecom Tax)
Estimated Debt Service Coverage**

Calendar Year	Series 2011B SSA Taxes	Taxes on the SSA(1)	Telecom Taxes(2)	Pledged Revenues(3)	Debt Service			Coverage(3)	Mandatory Coverage(4)	Remainder Available(5)
					Series 2011B	The Bonds(3)	Total(3)			
2013	\$583,506	\$ 70,822	\$1,399,094	\$2,053,422	\$583,506	\$ 70,822	\$654,328	3.14X	\$ 817,910	\$1,235,512
2014	583,006	275,463	1,399,094	2,257,563	583,006	275,463	858,469	2.63X	1,073,086	1,184,477
2015	584,606	276,863	1,399,094	2,260,563	584,606	276,863	861,469	2.62X	1,076,836	1,183,727
2016	580,906	283,113	1,399,094	2,263,113	580,906	283,113	864,019	2.62X	1,080,023	1,183,089
2017	587,056	284,063	1,399,094	2,270,213	587,056	284,063	871,119	2.61X	1,088,898	1,181,314
2018	579,656	289,863	1,399,094	2,268,613	579,656	289,863	869,519	2.61X	1,086,898	1,181,714
2019	582,056	290,363	1,399,094	2,271,513	582,056	290,363	872,419	2.60X	1,090,523	1,180,989
2020	580,556	294,163	1,399,094	2,273,813	580,556	294,163	874,719	2.60X	1,093,398	1,180,414
2021	578,306	292,563	1,399,094	2,269,963	578,306	292,563	870,869	2.61X	1,088,586	1,181,377
2022	575,306	295,763	1,399,094	2,270,163	575,306	295,763	871,069	2.61X	1,088,836	1,181,327
2023	571,556	298,563	1,399,094	2,269,213	571,556	298,563	870,119	2.61X	1,087,648	1,181,564
2024	577,056	300,963	1,399,094	2,277,113	577,056	300,963	878,019	2.59X	1,097,523	1,179,589
2025	576,306	302,963	1,399,094	2,278,363	576,306	302,963	879,269	2.59X	1,099,086	1,179,277
2026	579,556	309,563	1,399,094	2,288,213	579,556	309,563	889,119	2.57X	1,111,398	1,176,814
2027	588,281	309,438	1,399,094	2,296,813	588,281	309,438	897,719	2.56X	1,122,148	1,174,664
2028	590,619	307,688	1,399,094	2,297,400	590,619	307,688	898,306	2.56X	1,122,883	1,174,517
2029	596,800	315,438	1,399,094	2,311,332	596,800	315,438	912,238	2.53X	1,140,297	1,171,035
2030	601,594	312,188	1,399,094	2,312,875	601,594	312,188	913,781	2.53X	1,142,227	1,170,649
2031	0	315,500	1,399,094	1,714,594	0	315,500	315,500	5.43X	394,375	1,320,219
2032	0	323,175	1,399,094	1,722,269	0	323,175	323,175	5.33X	403,969	1,318,300

- Notes: (1) Estimated; to be levied in an amount sufficient to pay debt service. Equalized Assessed Value of the 2011B SSAs and the SSA totaled \$117,099,890 for tax year 2011.
(2) Source: Village Comprehensive Annual Report for fiscal 2011.
(3) Subject to change.
(4) Equal to the mandatory 125% rate.
(5) Remainder available after deducting mandatory coverage amounts.

Historical Telecommunication Sales Tax Receipts(1)

<u>Year</u>	<u>Amount</u>	<u>Percent Change</u>
2005	\$1,631,424	(9.75%)
2006	1,444,955	(11.43%)
2007	1,516,558	4.96%
2008	1,560,784	2.92%
2009	1,510,611	(3.21%)
2010(2)	2,395,997	NA
2011(3)	1,399,094	NA

- Notes: (1) Source: Comprehensive Annual Financial Reports of the Village.
(2) For the twenty months ending December 31, 2010.
(3) Not comparable due to 2010 being a 20 month period and 2011 being a 12 month period.

PLAN OF FINANCING

Series 2013B Bonds

The Series 2013B Bond proceeds will be used to fund an escrow account to advance refund a portion of the Village's outstanding Series 2004D Bonds (the "Series 2004D Refunded Bonds"), as listed below, and to pay the costs of issuance of the Series 2013B Bonds.

General Obligation Bonds (Alternate Revenue Source), Series 2004D

<u>Maturities</u>	<u>Outstanding Principal Amount</u>	<u>Principal Amount Refunded</u>	<u>Redemption Price</u>	<u>Redemption Date</u>
12/1/2013.....	\$ 200,000	\$ 0	NA	NA
12/1/2014.....	210,000	0	NA	NA
12/1/2015.....	220,000	220,000	100.00%	12/1/2014
12/1/2016.....	230,000	230,000	100.00%	12/1/2014
12/1/2017.....	235,000	235,000	100.00%	12/1/2014
12/1/2018.....	245,000	245,000	100.00%	12/1/2014
12/1/2019.....	260,000	260,000	100.00%	12/1/2014
12/1/2020.....	270,000	270,000	100.00%	12/1/2014
12/1/2021.....	285,000	285,000	100.00%	12/1/2014
12/1/2022.....	295,000	295,000	100.00%	12/1/2014
12/1/2023.....	310,000	310,000	100.00%	12/1/2014
Total.....	\$2,760,000	\$2,350,000		

Series 2013C Bonds

The Series 2013C Bond proceeds will be used to fund an escrow account to currently refund all of the Village's outstanding Series 2003G Bonds (the "Series 2003G Refunded Bonds") and to advance refund a portion of the Village's Series 2004E Bonds (the "Series 2004E Refunded Bonds, and together with the Series 2004D Refunded Bonds and the Series 2003G Refunded Bonds, the "Refunded Bonds"), as listed below, and to pay the costs of issuance of the Series 2013C Bonds.

General Obligation Bonds (Water and Sewerage Alternate Revenue Source), Series 2003G

<u>Maturities</u>	<u>Outstanding Principal Amount</u>	<u>Principal Amount Refunded</u>	<u>Redemption Price</u>	<u>Redemption Date</u>
5/1/2014.....	\$125,000	\$125,000	100.00%	8/15/2013
5/1/2015.....	150,000	150,000	100.00%	8/15/2013
5/1/2016.....	150,000	150,000	100.00%	8/15/2013
Total.....	\$425,000	\$425,000		

General Obligation Bonds (Water and Sewerage Alternate Revenue Source), Series 2004E

<u>Maturities</u>	<u>Principal Amount</u>	<u>Outstanding Amount Refunded</u>	<u>Principal Redemption Price</u>	<u>Redemption Date</u>
5/1/2014.....	\$ 25,000	\$ 0	N/A	N/A
5/1/2015.....	70,000	70,000	100.00%	5/1/2014
5/1/2016.....	80,000	80,000	100.00%	5/1/2014
5/1/2017.....	90,000	90,000	100.00%	5/1/2014
5/1/2018.....	115,000	115,000	100.00%	5/1/2014
5/1/2019.....	370,000	370,000	100.00%	5/1/2014
5/1/2020.....	405,000	405,000	100.00%	5/1/2014
5/1/2021.....	445,000	445,000	100.00%	5/1/2014
Total.....	\$1,600,000	\$1,575,000		

Certain proceeds received from the sale of the Bonds will be deposited in an Escrow Account (the “Escrow Account”) to be held by The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois (the “Escrow Agent”), under the terms of an Escrow Agreement, dated as of the date of issuance of the Bonds, between the Village and the Escrow Agent. The moneys so deposited in the Escrow Account will be applied by the Escrow Agent to purchase direct non-callable obligations of, or obligations guaranteed by the full faith and credit of, the United States of America (the “Government Securities”) and to provide an initial cash deposit. The Government Securities together with interest earnings thereon and a beginning cash deposit will be sufficient to pay when due the principal of and interest on the Refunded Bonds up to and including the prior redemption date thereof.

The accuracy of (a) the mathematical computations regarding the adequacy of the maturing principal of and interest earnings on the Government Securities together with an initial cash deposit in the Escrow Account to pay the debt service described above on the Refunded Bonds, and (b) the mathematical computations supporting the conclusion that the Bonds are not “arbitrage bonds” under Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) will be verified by Stanley P. Stone & Associates, Inc., Financing Consultants, New York, New York (the “Verification Agent”). Such verification shall be based upon information supplied by Bernardi Securities, Inc., Chicago, Illinois (the “Underwriter”).

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B

Projected Debt Service Coverage Table Licenses and Permits Alternate Revenue Bonds

Year	Net Revenue Available for Debt Service(1)	Debt Service			Debt Service Coverage(3)	Mandatory Coverage Amounts(3)(4)	Remainder Available(3)(5)
		Series 2004D	Series 2013B(2)(3)	Total(3)			
2013.....	\$513,642	\$326,364	\$ 42,535	\$368,899	1.39x	\$461,124	\$ 52,518
2014.....	513,642	328,564	99,415	427,979	1.20x	534,974	(21,332)
2015.....	513,642	0	318,615	318,615	1.61x	398,269	115,373
2016.....	513,642	0	318,415	318,415	1.61x	398,019	115,623
2017.....	513,642	0	313,115	313,115	1.64x	391,394	122,248
2018.....	513,642	0	312,815	312,815	1.64x	391,019	122,623
2019.....	513,642	0	312,415	312,415	1.64x	390,519	123,123
2020.....	513,642	0	311,365	311,365	1.65x	389,206	124,436
2021.....	513,642	0	314,645	314,645	1.63x	393,306	120,336
2022.....	513,642	0	312,105	312,105	1.65x	390,131	123,511
2023.....	513,642	0	313,845	313,845	1.64x	392,306	121,336
Total.....		\$654,928	\$2,969,285				

- Notes: (1) Based on the Village's 2011 fiscal year report.
(2) Estimated at an average coupon of 2.5%.
(3) Subject to change.
(4) Equal to the mandatory 125% rate covenant.
(5) Remainder available after deducting mandatory coverage amount.

General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C

Projected Debt Service Coverage Table Water and Sewer Alternate Revenue Bonds

Levy Year	Revenue Available For Debt Service(1)	Series 1998 Alt.Rev.Bonds	Series 2001A Alt.Rev.Bonds	Series 2003 Rev.Bonds	Series 2003G Alt.Rev.Bonds	Series 2004E Alt.Rev.Bonds	Series 20012E Alt.Rev.Bonds	Series 2013C Alt.Rev.Bonds(2)(3)	Total(2)	Debt Service Coverage(2)
2012.....	\$2,791,043	\$198,425	\$74,090	\$114,510	\$ 217,700	\$ 183,768	\$ 420,075	\$ 222,002	\$ 1,430,569	1.95x
2013.....	2,791,043	0	0	0	237,325	227,518	579,375	284,250	1,328,468	2.10x
2014.....	2,791,043	0	0	0	230,725	234,053	580,375	289,450	1,334,603	2.09x
2015.....	2,791,043	0	0	0	0	240,653	731,175	139,450	1,111,278	2.51x
2016.....	2,791,043	0	0	0	0	261,693	708,775	162,350	1,132,818	2.46x
2017.....	2,791,043	0	0	0	0	511,518	493,525	414,750	1,419,793	1.97x
2018.....	2,791,043	0	0	0	0	529,313	478,275	431,280	1,438,868	1.94x
2019.....	2,791,043	0	0	0	0	550,581	458,150	451,440	1,460,171	1.91x
2020.....	2,791,043	0	0	0	0	0	891,300	0	891,300	3.13x
2021.....	2,791,043	0	0	0	0	0	896,100	0	896,100	3.11x
Total.....		\$198,425	\$74,090	\$114,510	\$ 685,750	\$2,739,094	\$6,237,125	\$2,394,972	\$12,443,965	

- Notes: (1) Based on revenues from the Waterworks and Sewerage Fund from the 2011 Comprehensive Annual Financial Report.
(2) Subject to change.
(3) Debt service estimated at an average coupon rate of 2.3%.

DEBT INFORMATION

The Village plans to sell \$4,805,000 (subject to change) Taxable General Obligation Refunding Debt Certificates, Series 2013D (the “Certificates”) contemporaneously with the Bonds. After issuance of the Bonds and the redemption of the Refunded Bonds and the issuance of the Certificates and the associated refunding of a portion of the General Obligation Taxable Refunding Debt Certificates, Series 2004B, the Village will have outstanding \$2,395,000 principal amount of general obligation bonds intended to be paid by property taxes levied in the Village. The Village also will have outstanding \$38,650,000 principal amount of installment contract certificates; \$13,950,000 principal amount of non-water and sewer general obligation alternate revenue source bonds and \$7,780,000 principal amount of waterworks and sewerage revenue and alternate revenue bonds.

The Village is planning to sell an alternate revenue source bond issue for the purpose of building a police station in the amount of approximately \$16,000,000 within the next three to six months.

General Obligation Bonded Bonds (1) (Principal Only)

Calendar Year	Series 2009 Bonds	Total Bonds	Cumulative Principal Retired	
			Amount	Percent
2013	\$ 460,000	\$ 460,000	\$ 460,000	19.21%
2014	470,000	470,000	930,000	38.83%
2015	485,000	485,000	1,415,000	59.08%
2016	500,000	500,000	1,915,000	79.96%
2017	480,000	480,000	2,395,000	100.00%
Total	\$2,395,000	\$2,395,000		

Note: (1) Source: the Village.

Installment Contract Certificate Debt(1) (Principal Only)

Calendar Year	Series 2003C	Series 2004B	Series 2005	Series 2006A	Series 2006B	Series 2012D	Outstanding Debt	The Certificates(2)(3)	Less: Series 2004B(2)	Total Debt(2)	Cumulative	
	Tax Exempt	Taxable G.O.	Tax Exempt	Taxable G.O.	Tax Exempt	Taxable					Principal	Retired(2)
	Debt Cert.	Debt Cert.	Debt Cert.	Debt Cert.	Certificates	Certificates						
2013	\$120,000	\$ 915,000	\$ 60,000	\$ 930,000	\$ 0	\$ 385,000	\$ 2,410,000	\$ 0	\$ 0	\$ 2,410,000	\$ 2,410,000	17.28%
2014	0	965,000	65,000	990,000	0	390,000	2,410,000	135,000	0	2,545,000	4,955,000	35.52%
2015	0	1,020,000	65,000	80,000	970,000	480,000	2,615,000	1,140,000	(1,020,000)	2,735,000	7,690,000	55.13%
2016	0	1,085,000	70,000	0	1,095,000	400,000	2,650,000	1,160,000	(1,085,000)	2,725,000	10,415,000	74.66%
2017	0	1,150,000	75,000	0	0	510,000	1,735,000	1,175,000	(1,150,000)	1,760,000	12,175,000	87.28%
2018	0	1,220,000	80,000	0	0	0	1,300,000	1,195,000	(1,220,000)	1,275,000	13,450,000	0.00%
2019	0	0	90,000	0	0	0	90,000	0	0	90,000	13,540,000	97.06%
2020	0	0	200,000	0	0	0	200,000	0	0	200,000	13,740,000	98.49%
2021	0	0	210,000	0	0	0	210,000	0	0	210,000	13,950,000	100.00%
Total ...	\$120,000	\$6,355,000	\$915,000	\$2,000,000	\$2,065,000	\$2,165,000	\$13,620,000	\$4,805,000	\$(4,475,000)	\$13,950,000		

Notes: (1) Source: the Village.
(2) Subject to change.
(3) Expected to sell contemporaneously with the Bonds.

Non-Water and Sewer General Obligation (Alternate Revenue Source) Bonded Debt(1) (Principal Only)

Calendar Year	Series 2004D Bonds(2)	Series 2011A Bonds(3)	Series 2011B Bonds(4)	Series 2011C Bonds(5)	Series 2011D Bonds(3)	Series 2012A Bonds(6)	Series 2012B Bonds(7)	Series 2012C Bonds(6)	Outstanding Debt	Series 2013A Bonds(4)(8)	Series 2013B Bonds(2)(8)	Less: Series 2004D Bonds(8)	Total Debt(8)	Cumulative Principal Retired Amount Percent
2013	\$ 200,000	\$ 0	\$ 275,000	\$ 160,000	\$ 110,000	\$ 50,000	\$ 105,000	\$ 120,000	\$ 1,020,000	\$ 0	\$ 0	\$ 0	\$ 1,020,000	\$ 1,020,000 2.64%
2014	210,000	0	280,000	155,000	115,000	190,000	110,000	105,000	1,165,000	120,000	15,000	0	1,300,000	2,320,000 6.00%
2015	220,000	100,000	290,000	155,000	130,000	200,000	120,000	110,000	1,325,000	125,000	40,000	(220,000)	1,270,000	3,590,000 9.29%
2016	230,000	100,000	295,000	150,000	145,000	205,000	120,000	105,000	1,350,000	135,000	260,000	(230,000)	1,515,000	5,105,000 13.21%
2017	235,000	100,000	310,000	150,000	150,000	205,000	125,000	105,000	1,380,000	140,000	265,000	(235,000)	1,550,000	6,655,000 17.22%
2018	245,000	100,000	315,000	150,000	150,000	210,000	120,000	110,000	1,400,000	150,000	265,000	(245,000)	1,570,000	8,225,000 21.28%
2019	260,000	100,000	330,000	195,000	145,000	215,000	125,000	115,000	1,485,000	155,000	270,000	(260,000)	1,650,000	9,875,000 25.55%
2020	270,000	225,000	345,000	190,000	595,000	225,000	120,000	115,000	2,085,000	165,000	275,000	(270,000)	2,255,000	12,130,000 31.38%
2021	285,000	250,000	360,000	0	0	230,000	0	125,000	1,250,000	170,000	280,000	(285,000)	1,415,000	13,545,000 35.05%
2022	295,000	500,000	375,000	0	0	0	0	390,000	1,560,000	180,000	290,000	(295,000)	1,735,000	15,280,000 39.53%
2023	310,000	1,000,000	390,000	0	0	0	0	0	1,700,000	190,000	295,000	(310,000)	1,875,000	17,155,000 44.39%
2024	0	1,200,000	415,000	0	0	0	0	0	1,615,000	200,000	305,000	0	2,120,000	19,275,000 49.87%
2025	0	1,250,000	435,000	0	0	0	0	0	1,685,000	210,000	0	0	1,895,000	21,170,000 54.77%
2026	0	1,400,000	460,000	0	0	0	0	0	1,860,000	225,000	0	0	2,085,000	23,255,000 60.17%
2027	0	1,950,000	490,000	0	0	0	0	0	2,440,000	235,000	0	0	2,675,000	25,930,000 67.09%
2028	0	2,950,000	515,000	0	0	0	0	0	3,465,000	245,000	0	0	3,710,000	29,640,000 76.69%
2029	0	3,340,000	545,000	0	0	0	0	0	3,885,000	265,000	0	0	4,150,000	33,790,000 87.43%
2030	0	3,410,000	575,000	0	0	0	0	0	3,985,000	275,000	0	0	4,260,000	38,050,000 98.45%
2031	0	0	0	0	0	0	0	0	0	290,000	0	0	290,000	38,340,000 99.02%
2032	0	0	0	0	0	0	0	0	0	310,000	0	0	310,000	38,650,000 100.00%
Total ..	\$2,760,000	\$17,975,000	\$7,000,000	\$1,305,000	\$1,540,000	\$1,730,000	\$945,000	\$1,400,000	\$34,655,000	\$3,785,000	\$2,560,000	\$(2,350,000)	\$38,650,000	

- Notes: (1) Source: the Village.
(2) Payable from licenses and permits.
(3) Payable from TIF revenues and sales taxes.
(4) Payable from SSA taxes and municipal telecommunications taxes.
(5) Payable from TIF revenues and utility taxes.
(6) Payable from general obligation limited tax bonds or notes.
(7) Payable from utility taxes.
(8) Subject to change.

Outstanding Waterworks and Sewerage Revenue and Alternate Revenue Bonds(1) (Principal Only)

Calendar Year	Series 1998 Alt. Rev. Bonds	Series 2001A Alt. Rev. Bonds	Series 2003 Rev. Bonds	Series 2003G Alt Rev. Bonds	Series 2004E Alt. Rev. Bonds	Series 2012E Alt. Rev. Bonds	Outstanding Debt	Series 2013B Alt. Rev. Bonds(2)(3)	Less Refunded Bonds 2004E(2) 2003G(2)	Total Debt(2)	Cumulative Retired(2) Amount Percent
2014	\$150,000	\$35,000	\$110,000	\$125,000	\$ 25,000	\$ 285,000	\$ 730,000	\$ 180,000	\$ (25,000) \$(125,000)	\$ 760,000	\$ 760,000 9.77%
2015	0	0	0	150,000	70,000	450,000	670,000	240,000	(70,000) (150,000)	690,000	1,450,000 18.64%
2016	0	0	0	150,000	80,000	460,000	690,000	250,000	(80,000) (150,000)	710,000	2,160,000 27.76%
2017	0	0	0	0	90,000	620,000	710,000	105,000	(90,000) 0	725,000	2,885,000 37.08%
2018	0	0	0	0	115,000	610,000	725,000	130,000	(115,000) 0	740,000	3,625,000 46.59%
2019	0	0	0	0	370,000	410,000	780,000	385,000	(370,000) 0	795,000	4,420,000 56.81%
2020	0	0	0	0	405,000	405,000	810,000	410,000	(405,000) 0	815,000	5,235,000 67.29%
2021	0	0	0	0	445,000	395,000	840,000	440,000	(445,000) 0	835,000	6,070,000 78.02%
2022	0	0	0	0	0	840,000	840,000	0	0 0	840,000	6,910,000 88.82%
2023	0	0	0	0	0	870,000	870,000	0	0 0	870,000	7,780,000 100.00%
Total ...	\$150,000	\$35,000	\$110,000	\$425,000	\$1,600,000	\$5,345,000	\$7,665,000	\$2,140,000	\$(1,600,000) \$(425,000)	\$7,780,000	

- Notes: (1) Source: the Village.
(2) Subject to change.
(3) Expected to be sold contemporaneously with the Certificates.

Detailed Overlapping Bonded Debt(I) (As of May 10, 2013)

	Outstanding Debt(2)	Applicable to the Village Percent(2)	Amount
Schools:			
Grade School District Number 2.....	\$ 37,079,922	72.28%	\$26,801,368
Grade School District Number 7.....	2,040,000	2.01%	41,004
Grade School Number 83.....	22,345,000	3.91%	873,690
High School District Number 100.....	3,375,000	41.70%	1,407,375
High School District Number 212.....	14,610,000	1.41%	206,001
Unit School District Number 205.....	121,948,882	2.25%	2,743,850
Community College District Number 502.....	340,300,000	1.54%	5,240,620
Total Schools.....			\$37,313,907
Other:			
DuPage County.....	\$ 245,820,000	1.49%	\$ 3,662,718
DuPage County Forest Preserve District.....	220,555,485	1.49%	3,286,277
Cook County.....	3,706,435,000	0.02%	741,287
Cook County Forest Preserve District.....	187,950,000	0.02%	37,590
Chicago Metropolitan Water Reclamation District..	2,238,816,507	0.02%	447,763
Bensenville Park District.....	7,185,000	76.80%	5,518,080
Wood Dale Park District.....	2,357,922	1.87%	44,093
Total Other.....			\$13,737,808
Total Schools and Other Overlapping Bonded Debt.....			\$51,051,715

- Notes: (1) Source: DuPage County Clerk and Cook County Clerk.
(2) Overlapping debt percentages are based on the 2012 EAV for DuPage County and on the 2011 EAV for Cook County, the most current available.

Statement of Bonded Indebtedness(I)

	Amount Applicable	Ratio To Equalized Assessed	Estimated Actual	Per Capita (2010 Census 18,352)
Village EAV of Taxable Property(1)	\$ 546,215,496	100.00%	33.33%	\$29,763.27
Estimated Actual Value	\$1,638,646,488	300.00%	100.00%	\$89,289.80
Total Direct Debt(2)(3)	\$ 62,690,000	11.48%	3.83%	\$ 3,415.98
Less: Non-Tax Supported Debt	(46,345,000)	(8.48%)	(2.83%)	(2,525.34)
Net Direct Debt(3)(4)	\$ 16,345,000	2.99%	1.00%	\$ 890.64
Overlapping Bonded Debt(5):				
Schools	\$ 37,313,907	6.83%	2.28%	\$ 2,033.23
Other	13,737,808	2.52%	0.84%	748.57
Total Overlapping Bonded Debt	\$ 51,051,715	9.35%	3.12%	\$ 2,781.81
Total Net Direct and Overlapping Bonded Debt(3) .	\$ 67,396,715	12.34%	4.11%	\$ 3,672.45

- Notes: (1) Source: DuPage and Cook Counties Clerks.
(2) Includes the Certificates and the Bonds.
(3) Subject to change.
(4) The Village's debt limit is 8.625% of Equalized Assessed Value; remaining debt capacity is \$30,766,087.
(5) As of May 10, 2013.

Legal Debt Margin(1)

2012 DuPage Portion Equalized Assessed Valuation	\$514,907,806
2011 Cook Portion Equalized Assessed Valuation	<u>31,307,690</u>
Equalized Assessed Valuation	\$546,215,496
Statutory Debt Limitation (8.625% of EAV)	\$ 47,111,087

General Obligation Bonded Debt:

Series 1998 ARS(2)	\$ 150,000
Series 2001A ARS(2)	35,000
Series 2003G ARS(2)(3)	0
Series 2004E ARS(2)(3)	25,000
Series 2012E ARS(2)	5,345,000
Series 2013C ARS(2)(4)(5)	2,140,000
Series 2009 Limited Tax	2,395,000
Series 2004D ARS(2)(3)(4)	410,000
Series 2011A ARS(2)	17,975,000
Series 2011B ARS(2)	7,000,000
Series 2011C ARS(2)	1,305,000
Series 2011D ARS(2)	1,540,000
Series 2012A ARS(2)	1,730,000
Series 2012B ARS(2)	945,000
Series 2012C ARS(2)	1,400,000
Series 2013A(2)(4)(5)	3,785,000
Series 2013B(2)(4)(5)	2,560,000

Other Debt:

Debt Certificate, Series 2003C	120,000
Taxable Debt Certificate, Series 2004B(3)(4)	1,880,000
Debt Certificates, Series 2005	915,000
Taxable Limited Tax General Obligation Debt Certificates, Series 2006A	2,000,000
Limited Tax General Obligation Debt Certificates, Series 2006B	2,065,000
Taxable Debt Certificates, Series 2012D	2,165,000
The Certificates(4)	<u>4,805,000</u>
Total(4)	\$ 62,690,000

Less Alternate Revenue Source Bonds:

Waterworks and Sewerage Alternate Bonds(4)	\$ (7,695,000)
Other Alternate Bonds(4)	<u>(38,650,000)</u>
Total Deductions(4)	\$(46,345,000)

Total Applicable Debt(4)	<u>\$ 16,345,000</u>
Debt Margin(4)	<u>\$ 30,766,087</u>

- Notes:
- (1) Source: the Village. Does not include \$110,000 Waterworks and Sewerage Refunding Bonds, Series 2003.
 - (2) As general obligation alternate bonds under the Act, the Bonds do not count against the 8.625% of EAV debt limit for general obligation bonded debt, so long as the debt service levy for such bonds is abated annually and not extended.
 - (3) Does not include securities to be refunded. See "DEBT INFORMATION" herein.
 - (4) Subject to change.
 - (5) Selling contemporaneously with the Bonds.

PROPERTY ASSESSMENT AND TAX INFORMATION

For the 2012 levy year DuPage County only, the Village's EAV was comprised of approximately 45% residential, 43% industrial, 12% commercial, and minor farm and railroad property valuations.

Village Equalized Assessed Valuation(1)

By Property Class(2)	Levy Years				
	2008	2009	2010	2011	2012
Residential.....	\$351,389,198	\$358,088,865	\$324,097,808	\$263,756,482	\$230,975,388
Farm.....	0	161	177	195	607
Commercial.....	63,118,246	76,385,169	68,613,902	67,683,375	60,876,589
Industrial.....	275,162,125	271,441,810	249,250,510	241,871,280	221,218,100
Railroad.....	923,838	1,141,572	1,636,793	1,880,326	1,837,122
Total.....	\$690,593,407	\$707,057,577	\$643,599,190	\$575,191,658	\$514,907,806
By County	2008	2009	2010	2011	2012
DuPage County.....	\$690,593,407	\$707,057,577	\$643,599,190	\$575,191,658	\$514,907,806
Cook County.....	40,909,104	36,893,141	34,613,066	31,307,690	31,307,690
Total.....	\$731,502,511	\$743,950,718	\$678,212,256	\$606,499,348	\$546,215,496
Percent Change.....	3.12%(3)	1.70%	(8.84%)	(10.57%)	(9.94%)

- Notes: (1) Source: DuPage and Cook Counties.
 (2) The EAVs by property class are for DuPage County only. The EAVs by property class were not available for Cook County.
 (3) Percentage change based on 2007 EAV of \$709,341,754.

Representative Tax Rates(1) (Per \$100 EAV)

	Levy Years				
	2008	2009	2010	2011	2012
Village:					
Corporate.....	\$0.2796	\$0.2708	\$0.3198	\$0.3631	\$0.4251
IMRF.....	0.0303	0.0284	0.0322	0.0364	0.1029
Bond and Interest.....	0.0390	0.0728	0.0815	0.0907	0.0408
Police Protection.....	0.1322	0.1389	0.1574	0.1782	0.2085
Policemen's Pension.....	0.0306	0.0400	0.0449	0.0507	0.0585
Tort Judgments.....	0.0419	0.0365	0.0410	0.0464	0.0520
Social Security.....	0.0358	0.0331	0.0375	0.0424	0.0476
Workers Compensation.....	0.0258	0.0258	0.0292	0.0332	0.0372
Total Village Rates(2).....	\$0.6152	\$0.6463	\$0.7435	\$0.8411	\$0.9726
DuPage County.....	0.1557	0.1554	0.1659	0.1773	0.1929
DuPage County Forest Preserve District.....	0.1206	0.1217	0.1321	0.1414	0.1542
DuPage Airport Authority.....	0.0160	0.0148	0.0158	0.0169	0.0168
Addison Township.....	0.0443	0.0446	0.0509	0.0570	0.0655
Addison Township Road District.....	0.0664	0.0668	0.0762	0.0853	0.0981
Bensenville Park District.....	0.3262	0.3117	0.3614	0.4128	0.4718
Bensenville Fire District Number 2.....	0.4663	0.4844	0.5376	0.6192	0.7198
Bensenville Community Library District.....	0.1555	0.1566	0.1793	0.2038	0.2360
School District Number 2.....	2.7058	2.7529	3.1160	3.5405	4.0744
High School District Number 100.....	1.3935	1.3993	1.6157	1.8069	2.0638
Community College District Number 502.....	0.1858	0.2127	0.2349	0.2495	0.2681
Total Rates(3).....	\$6.2513	\$6.3672	\$7.2293	\$8.1517	\$9.3340

- Notes: (1) Source: DuPage County Clerk.
 (2) Statutory tax rate limits for the Village are as follows: Corporate (\$0.4375) and Police Protection (\$0.6000).
 (3) Representative tax rates for other government units are for Addison Township tax code 3015, which represents approximately 49% of the Village's EAV.

Village Tax Extensions and Collections(1) (DuPage Portion Only-Includes Road and Bridge)

Levy Year	Coll. Year	Taxes Extended(2)	Taxes Collected	
			Amount(3)	Percent
2007.....	2008.....	\$4,029,609	\$4,029,609	100.00%
2008.....	2009.....	4,448,731	4,434,281	99.68%
2009.....	2010.....	4,569,713	4,569,717	100.00%
2010.....	2011.....	4,784,940	4,768,147	99.65%
2011(4).....	2012.....	5,007,993	4,905,800	97.96%

Notes: (1) Source: DuPage County Treasurer and the Village.
(2) Adjusted for abatements.
(3) Includes back taxes and penalties.
(4) As of June 10, 2013.

Principal Village Taxpayers (1)

Name	Business/Service	2012 EAV(2)
AMB Prop. RE Tax Co.....	Real Estate	\$37,093,620
YB Partners.....	Real Estate	10,207,070
Crane & Norcross.....	Legal Firm	5,760,130
Prologis Tax Coordinator.....	Real Estate Developers	4,871,020
First Industrial Realty Trust.....	Real Estate Investment Trust	3,691,040
Rreef American REIT II.....	Real Estate Investment Trust	3,640,410
Linden Tower Apartments.....	Apartments	3,425,340
Rreef American REIT	Real Estate Investment Trust	3,125,340
TA Associates Realty.....	Real Estate Advisors	2,982,590
Midwest Senior Ministries.....	Nursing and Custodial Care Centers.....	2,503,080
Total.....		\$77,299,640
Ten largest as a percent of the Village's EAV (\$546,215,496).....		14.15%

Notes: (1) Source: DuPage County Clerk.
(2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked. The 2012 EAV is the most current available.

REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES

DuPage County Tax Levy and Collection Procedures

Local assessment officers determine the assessed valuation of taxable real property and railroad property not held or used for railroad operations. The Illinois Department of Revenue (the "Department") assesses certain other types of taxable property, including railroad property held or used for railroad operations. Local assessment officers' valuation determinations are subject to review at the county level and then, in general, to equalization by the Department. Such equalization is achieved by applying to each county's assessments a multiplier determined by the Department. The purpose of equalization is to provide a common basis of assessments among counties by adjusting assessments toward the statutory standard of 33-1/3% of fair cash value. Farmland is assessed according to a statutory formula which takes into account factors such as productivity and crop mix. Taxes are extended against the assessed values after equalization.

Property tax levies of each taxing body are filed in the office of the county clerk of each county in which territory of that taxing body is located. The county clerk computes the rates and amount of taxes applicable to taxable property subject to the tax levies of each taxing body and determines the dollar amount of taxes attributable to each respective parcel of taxable property. The county clerk then supplies to the appropriate collecting officials within the county the information needed to bill the taxes attributable to the various parcels therein. After the taxes have been collected, the collecting officials distribute to the various taxing bodies their respective shares of the taxes collected. Taxes levied in one calendar year are due and payable in two installments during the next calendar year. Taxes that are not paid when due, or that are not paid by mail and postmarked on or before the due date, are subject to a penalty of 1-1/2% per month until paid. Unpaid property taxes, together with penalties, interest and costs, constitute a lien against the property subject to the tax.

DuPage County Exemptions

An annual General Homestead Exemption (the "General Homestead Exemption") provides that the Equalized Assessed Valuation ("EAV") of certain property owned and used for residential purposes ("Residential Property") may be reduced by the amount of any increase over the 1977 EAV, up to a maximum reduction of \$3,500 for assessment years prior to assessment year 2004 in counties with less than 3,000,000 inhabitants, and a maximum reduction of \$5,000 for assessment year 2004 through 2007 in all counties. Additionally, the maximum reduction is \$5,500 for assessment year 2008 and the maximum reduction is \$6,000 for assessment year 2009 and thereafter in all counties.

The Homestead Improvement Exemption applies to Residential Properties that have been improved or rebuilt in the 2 years following a catastrophic event. The exemption is limited to \$45,000 through December 31, 2003, and \$75,000 per year beginning January 1, 2004 and thereafter, to the extent the assessed value is attributable solely to such improvements or rebuilding.

Additional exemptions exist for senior citizens. The Senior Citizens Homestead Exemption ("Senior Citizens Homestead Exemption") operates annually to reduce the EAV on a senior citizen's home for assessment years prior to 2004 by \$2,000 in counties with less than 3,000,000 inhabitants. For assessment years 2004 and 2005, the maximum reduction is \$3,000 in all counties. For assessment years 2006 and 2007, the maximum reduction is \$3,500 in all counties. In addition, for assessment year 2008 and thereafter, the maximum reduction is \$4,000 for all counties. Furthermore, beginning with assessment year 2003, for taxes payable in 2004, property that is first occupied as a residence after January 1 of any assessment year by a person who is eligible for the Senior Citizens Homestead Exemption must be granted a pro rata exemption for the assessment year based on the number of days during the assessment year that the property is occupied as a residence by a person eligible for the exemption.

A Senior Citizens Assessment Freeze Homestead Exemption ("Senior Citizens Assessment Freeze Homestead Exemption") freezes property tax assessments for homeowners, who are 65 and older and receive a household income not in excess of the maximum income limitation. The maximum income limitation is \$35,000 for years prior to 1999, \$40,000 for assessment years 1999 through 2003, \$45,000 for assessment years 2004 and 2005, \$50,000 from assessment years 2006 and 2007 and for assessments year 2008 and after, the maximum income limitation is \$55,000. In general, the Senior Citizens Assessment Freeze Homestead Exemption limits the annual real property tax bill of such property by granting to qualifying senior citizens an exemption as to a portion of the valuation of their property. In counties with a population of 3,000,000 or more, the exemption for all assessment years is equal to the EAV of the residence in the assessment year for which application is made less the base amount. Furthermore, for those counties with a population of less than 3,000,000, the Senior Citizens Assessment Freeze Homestead Exemption is as follows: through assessment year 2005 and for assessment year 2007 and later, the exempt amount is the difference between (i) the current EAV of their residence and (ii) the base amount, which is the EAV of a senior citizen's residence for the year prior to the year in which he or she first qualifies and applies for the Exemption (plus the EAV of improvements since such year). For assessment year 2006, the amount of the Senior Citizens Assessment Freeze Homestead Exemption phases out as the amount of household income increases. The amount of the Senior Citizens Assessment Freeze Homestead Exemption is calculated by using the same formula as above, and then multiplying the resulting value by a ratio that varies according to household income.

Another exemption available to disabled veterans operates annually to exempt up to \$70,000 of the Assessed Valuation of property owned and used exclusively by such veterans or their spouses for residential purposes. Also, certain property is exempt from taxation on the basis of ownership and/or use, such as public parks, not-for-profit schools and public schools, churches, and not-for-profit hospitals and public hospitals. However, individuals claiming exemption under the Disabled Persons' Homestead Exemption ("Disabled Persons' Homestead Exemption") or the Disabled Veterans Standard Homestead Exemption ("Disabled Veterans Standard Homestead Exemption") cannot claim the aforementioned exemption.

Furthermore, beginning with assessment year 2007, the Disabled Persons' Homestead Exemption provides an annual homestead exemption in the amount of \$2,000 for property that is owned and occupied by certain persons with a disability. However, individuals claiming exemption as a disabled veteran or claiming exemption under the Disabled Veterans Standard Homestead Exemption cannot claim the aforementioned exemption.

In addition, the Disabled Veterans Standard Homestead Exemption provides disabled veterans an annual homestead exemption starting with assessment year 2007 and thereafter. Specifically, (i) those veterans with a service-connected disability of 75% are granted an exemption of \$5,000 and (ii) those veterans with a service-connected disability of less than 75%, but at least 50%, are granted an exemption of \$2,500. Furthermore, the veteran's surviving spouse is entitled to the benefit of the exemption, provided that the spouse has legal or beneficial title of the homestead, resides permanently on the homestead and does not remarry. Moreover, if the property is sold by the surviving spouse, then an exemption amount not to exceed the amount specified by the current property tax roll may be transferred to the spouse's new residence, provided that it is the spouse's primary residence and the spouse does not remarry. However, individuals claiming exemption as a disabled veteran or claiming exemption under the Disabled Persons' Homestead Exemption cannot claim the aforementioned exemption.

Beginning with assessment year 2007, the Returning Veterans' Homestead Exemption ("Returning Veterans' Homestead Exemption") is available for property owned and occupied as the principal residence of a veteran in the assessment year the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a homestead exemption of \$5,000, which is applicable in all counties. In order to apply for the Returning Veterans' Homestead Exemption, the individual must pay real estate taxes on the property, own the property or have either a legal or an equitable interest in the property, "or a leasehold interest of land on which a single family residence is located, which is occupied as a principle residence of a veteran returning from an armed conflict involving the armed forces of the United States who has an ownership interest therein, legal, equitable or as a lessee, and on which the veteran is liable for the payment of property taxes." Those individuals eligible for the Returning Veterans' Homestead Exemption may claim the Returning Veterans' Homestead Exemption, in addition to other homestead exemptions, unless otherwise noted.

DuPage County Property Tax Extension Limitation Law

The Property Tax Extension Limitation Law, as amended (the "Limitation Law"), limits the annual growth in the amount of property taxes to be extended for certain Illinois non-home-rule units, including the Village. In general, the annual growth permitted under the Limitation Law is the lesser of 5% or the percentage increase in the Consumer Price Index during the calendar year preceding the levy year. Taxes can also be increased due to new construction, referendum approval of tax rate increases, mergers and consolidations.

The effect of the Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes unlimited as to rate and amount cannot be issued by the affected taxing bodies unless they are approved by referendum, are alternate bonds or are for certain refunding purposes.

The Village has the authority to levy taxes for many different purposes. See the table entitled **Representative Tax Rates** under “**PROPERTY ASSESSMENT AND TAX INFORMATION**” herein. The ceiling at any particular time on the rate at which these taxes may be extended for the Village is either (i) unlimited (as provided by statute), (ii) initially set by statute but permitted to be increased by referendum, (iii) capped by statute, or (iv) limited to the rate approved by referendum. Public Act 94-0976, effective June 30, 2006, provides that the only ceiling on a particular tax rate is the ceiling set by statute above, at which the rate is not permitted to be further increased by referendum or otherwise. Therefore, taxing districts (such as the Village) will have increased flexibility to levy taxes for the purposes for which they most need the money. The total aggregate tax rate for the various purposes subject to the Limitation Law, however, will not be allowed to exceed the Village’s limiting rate computed in accordance with the provisions of the Limitation Law.

Local governments, including the Village, can issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law. See “**DESCRIPTION OF THE BONDS**” herein.

Cook County Real Property Assessment

The County Assessor (the “Assessor”) is responsible for the assessment of all taxable real property within Cook County (the “County”), including that in the Village, except for certain railroad property and pollution control facilities, which are assessed directly by the Illinois Department of Revenue (the “Department of Revenue”). For triennial reassessment purposes, Cook County is divided into three districts: west and south suburbs (the “South Tri”), north and northwest suburbs (the “North Tri”), and the City of Chicago (the “City Tri”). The Village is located in the North Tri and was reassessed for the 2010 tax levy year.

Real property in the County is separated into classes for assessment purposes. After the County Assessor establishes the fair market value of a parcel of property, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation (the “Assessed Valuation”) for the parcel. Prior to the 2009 tax levy year, the classification percentages ranged from 16% for certain residential, commercial and industrial property to 36% and 38%, respectively, for other industrial and commercial property. On September 17, 2008, the Cook County Board of Commissioners approved changes to the property classification ordinance. The changes reduced the percentages used to calculate the assessed value of real property in the County for real estate tax purposes. These reductions take effect in the 2009 tax levy year. Such new classification percentages range from 10% for certain residential, commercial and industrial property to 25% for other industrial and commercial property.

Property is classified for assessment into six basic categories, each of which is assessed (beginning with the 2009 tax levy year) at various percentages of fair market value as follows: Class 1) unimproved real estate - 10%; Class 2) residential - 10%; Class 3) rental-residential - 16%, in tax year 2009, 13% in assessment year 2010, and 10% in assessment year 2011 and subsequent years; Class 4) not-for-profit - 25%; Class 5a) commercial - 25%; Class 5b) industrial - 25%. There are also seven additional categories. Newly constructed industrial properties or substantially rehabilitated sections of existing industrial properties within the County may qualify for a Class 6b assessment level, which assessment level is 10% for the first 10 years and for any subsequent 10-year renewal periods. However, if the incentive is not renewed, the 6b assessment level is 15% in year 11 and 20% in year 12, hereafter reverting to Class 5b. Real estate, which is to be used for industrial or commercial purposes where such real estate has undergone environmental testing and remediation, may be eligible for a Class C assessment level. The Class C assessment level for industrial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. Class C commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Commercial properties that are newly constructed or substantially rehabilitated and are within an area determined to be an area in need of commercial development may be classified as Class 7a or 7b property, and will then be assessed at a level of 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Certain commercial and industrial properties located in zones determined to be in need of substantial revitalization or in an enterprise community could be eligible for Class 8 assessments. The Class 8 assessment level for industrial properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class 8 assessment level for industrial properties is 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. The Class 8 assessment level for commercial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Substantially rehabilitated or new construction multi-family residential properties within certain target areas, empowerment or enterprise zones may be eligible for Class 9 categorization. The Class 9 assessment level is 10% for an initial 10-year period, renewable upon application for additional 10-year periods. When the Class 9 assessment level expires, the assessment level reverts to the applicable classification. Rental-residential (Class 3) properties subject to a Section 8 contract that has been renewed under the "Mark Up To Market" option may qualify for a Class S assessment level. The Class S assessment level is 10% for the term of the Section 8 contract renewal under the Mark Up To Market option, and for any additional terms of renewal of the Section 8 contract under the Mark Up To Market option. When the Class S assessment level expires, the assessment level reverts to Class 3. Substantially rehabilitated properties which are designated as Class 3, Class 4, Class 5a or Class 5b and which qualify as Landmark or Contributing buildings may qualify for a Class L assessment level. The Class L assessment level for Class 3, 4 or 5b properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class L assessment level is 15% in year 11 and 20% in year 12, thereafter reverting to Class 3, 4 or 5b. Class L commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a.

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review, which consists of three commissioners elected by the voters of the County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of both residential property having six or fewer units and owners of real estate other than residential property with six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the "PTAB"), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County or the Illinois Appellate Court under the Illinois Administrative Review Law.

As an alternative to seeking review of Assessed Valuations by PTAB, taxpayers who have first exhausted their remedies before the Board of Review may file an objection in the Circuit Court of Cook County similar to the previous judicial review procedure but with a different standard of proof than that previously required. In addition, in cases where the Assessor agrees that an assessment error has been made after tax bills have been issued, the Assessor can correct any factual error, and thus reduce the amount of taxes due, by issuing a Certificate of Error. Certificates of Error are not issued in cases where the only issue is the opinion of the valuation of the property.

Cook County Equalization

After the County Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Board of Review or PTAB, the Illinois Department of Revenue is required by statute to review the Assessed Valuations. The Illinois Department of Revenue establishes an equalization factor (the “Equalization Factor”), commonly called the “multiplier,” for each county to make all valuations uniform among the 102 counties in the State. Under State law, the aggregate of the assessments within each county is to be equalized at 33-1/3% of the estimated fair cash value of real property located within the county prior to any applicable exemptions. One multiplier is applied to all property in Cook County, regardless of its assessment category, except for some farmland property which is not subject to equalization.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Board of Review or PTAB, is multiplied by the Equalization Factor to determine the equalized assessed valuation (the “EAV”) of that parcel. The EAV for each parcel is the final property valuation used for determination of tax liability. The aggregate EAV for all parcels in any taxing body’s jurisdiction, plus the valuation of property assessed directly by the State, constitutes the total real estate tax base for the taxing body and is the figure used to calculate tax rates (the “Assessment Base”). The following table sets forth the Equalization Factor for Cook County for the last 10 tax levy years.

<u>TAX LEVY YEAR</u>	<u>EQUALIZATION FACTOR</u>
2002	2.4689
2003	2.4598
2004	2.5757
2005	2.7320
2006	2.7076
2007	2.8439
2008	2.9786
2009	3.3701
2010	3.3000
2011	2.9706

Cook County Exemptions

Public Act 95-644, effective October 17, 2007, made changes to and added a number of property tax exemptions taken by residential property owners. These changes are discussed below.

An annual General Homestead Exemption provides that the EAV of certain property owned and used for residential purposes (“Residential Property”) may be reduced by \$5,000 for assessment years 2004 through assessment year 2007. Additionally, the reduction may be \$5,500 for assessment year 2008, and \$6,000 for assessment years 2009 and forward (the “General Homestead Exemption”).

The Alternative General Homestead Exemption (the “Alternative General Homestead Exemption”) caps EAV increases for homeowners (who also reside on the property as their principal place of residence) at 7% a year, up to a certain maximum each year as defined by the statute. Any amount of increase that exceeds the maximum exemption as defined is added to the 7% increase and is part of that property’s taxable EAV. Homes that do not increase by at least 7% a year are entitled, in the alternative, to the General Homestead Exemption as discussed above.

The Base Year for purposes of calculation of the Alternative General Homestead Exemption is 2002 for properties located in the City Tri, 2003 for properties located in the North Tri and 2004 for properties located in the South Tri. The Base Homestead Value is the EAV of the homestead property minus the General Homestead Exemption for that year: \$4,500 for years prior to 2004; \$5,000 for 2004 through 2007; \$5,500 for 2008 and \$6,000 for the year 2009 and thereafter.

For properties in the City Tri, the Alternative General Homestead Exemption cannot exceed \$33,000 for assessment year 2006 (except as noted below), \$26,000 for assessment year 2007, \$20,000 for assessment year 2008 and \$6,000 thereafter. For properties in the North Tri, the Alternative General Homestead Exemption cannot exceed \$20,000 for assessment year 2006, \$33,000 for assessment year 2007, \$26,000 for assessment year 2008, \$20,000 for assessment year 2009 and \$6,000 thereafter. For properties in the South Tri, the Alternative General Homestead Exemption cannot exceed \$20,000 for assessment years 2006 and 2007, \$33,000 for assessment year 2008, \$26,000 for assessment year 2009, \$20,000 for assessment year 2010 and \$6,000 thereafter.

Furthermore, only in the City Tri and only for assessment year 2006, the maximum exemption amount may be increased to: (i) \$40,000, provided that the EAV of the property for assessment year 2006 exceeds the EAV of that property for assessment year 2002 by an amount equal to or greater than 100%, or (ii) \$35,000 provided that the EAV of the property for assessment year 2006 exceeds the EAV of that property for assessment year 2002 by an amount greater than 80% but not more than 100%.

Finally, the Long-Time Occupant Homestead Exemption applies to those counties subject to the Alternative General Homestead Exemption, including Cook County. Beginning with assessment year 2007 and thereafter, the EAV of homestead property of a taxpayer who has owned the property for at least 10 years (or 5 years if purchased with certain government assistance) and who has a household income of \$100,000 or less (“Qualified Homestead Property”) may increase by no more than 10% per year. If the taxpayer’s annual income is \$75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties. Individuals applying for this exemption must comply with the following guidelines: (i) continuously occupy their property for 10 years, as of January 1st of the assessment year, and occupy such property as their principal residence or, (ii) continuously occupy their property as their principal place of residence for 5 years, as of January 1st of the assessment year, provided that the property was purchased with certain government assistance.

In addition, the Homestead Improvement Exemption (“Homestead Improvement Exemption”) applies to residential properties that have been improved and to properties that have been rebuilt in the two years following a catastrophic event. The exemption is limited to \$45,000 through December 31, 2003, and \$75,000 per year beginning January 1, 2004, and thereafter, to the extent the assessed value is attributable solely to such improvements or rebuilding.

Additional exemptions exist for senior citizens. The Senior Citizens Homestead Exemption (“Senior Citizens Homestead Exemption”) operates annually to reduce the EAV on a senior citizen’s home by \$3,500 in all counties. In addition, for assessment year 2008 and thereafter, the maximum reduction is \$4,000 for all counties. Furthermore, property that is first occupied as a residence after January 1 of any assessment year by a person who is eligible for the Senior Citizens Homestead Exemption must be granted a prorata exemption for the assessment year based on the number of days during the assessment year that the property is occupied as a residence by a person eligible for the exemption.

A Senior Citizens Assessment Freeze Homestead Exemption (“Senior Citizens Assessment Freeze Homestead Exemption”) freezes property tax assessments for homeowners who are 65 and older, reside in their property as their principal place of residence and receive a household income not in excess of the maximum income limitation. The maximum income limitation is \$50,000 for assessment years 2006 and 2007; for assessment years 2008 and after, the maximum income limitation is \$55,000. In general, the exemption grants qualifying senior citizens an exemption based upon a “freeze” of their home’s Assessed Valuation.

Another exemption, available to disabled veterans, may be applied annually to exempt up to \$70,000 of the Assessed Valuation of property owned and used exclusively by such veterans or their spouses for residential purposes. However, individuals claiming exemption under the Disabled Persons’ Homestead Exemption (“Disabled Persons’ Homestead Exemption”) or the hereinafter defined Disabled Veterans Standard Homestead Exemption cannot claim the aforementioned exemption.

Also, certain property is exempt from taxation on the basis of ownership and/or use, such as public parks, not-for-profit schools and public schools, churches, and not-for-profit hospitals and public hospitals.

Furthermore, beginning with assessment year 2007, the Disabled Persons’ Homestead Exemption provides an annual homestead exemption in the amount of \$2,000 for property that is owned and occupied by certain persons with a disability. However, individuals claiming exemption as a disabled veteran or claiming exemption under the Disabled Veterans Standard Homestead Exemption cannot claim the Disabled Persons’ Homestead Exemption.

In addition, the Disabled Veterans Standard Homestead Exemption (“Disabled Veterans Standard Homestead Exemption”) provides disabled veterans an annual homestead exemption starting with assessment year 2007 and thereafter. Specifically, (i) those veterans with a service-connected disability of 75% are granted an exemption of \$5,000 and (ii) those veterans with a service-connected disability of less than 75%, but at least 50%, are granted an exemption of \$2,500. Furthermore, the veteran’s surviving spouse is entitled to the benefit of the exemption, provided that the spouse has legal or beneficial title of the homestead, resides permanently on the homestead and does not remarry. Moreover, if the property is sold by the surviving spouse, then an exemption amount not to exceed the amount specified by the current property tax roll may be transferred to the spouse’s new residence, provided that it is the spouse’s primary residence and the spouse does not remarry. However, individuals claiming exemption as a disabled veteran or claiming an exemption under the Disabled Persons’ Homestead Exemption cannot claim the aforementioned exemption.

Also, beginning with assessment year 2007, the Returning Veterans’ Homestead Exemption (“Returning Veterans’ Homestead Exemption”) is available for property owned and occupied as the principal residence of a veteran in the assessment year the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a homestead exemption of \$5,000, which is applicable in all counties. In order to apply for this exemption, the individual must pay real estate taxes on the property, own the property or have either a legal or an equitable interest in the property, subject to some limitations. Those individuals eligible for this exemption may claim the exemption in addition to other homestead exemptions, unless otherwise noted.

Cook County Tax Levy

As part of the annual budgetary process of governmental units (the “Units”) with power to levy taxes in the County, proceedings are adopted by the designated body for each Unit each year in which it determines to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit. The Cook County Clerk uses the prior year’s EAV to compute the taxing district’s maximum allowable levy. The maximum levy that can be raised for a Unit is the maximum tax rate for that Unit multiplied by the prior year, EAV for all property currently in the district. The prior year’s EAV includes the prior year’s EAV plus the EAV of any new property, the current year value of any annexed property, and any recovered tax increment value, minus any disconnected property for the current year under the Property Tax Extension Limitation Law (“Limitation Law”). The tax rate for a Unit is computed by dividing the lesser of the maximum allowable levy or the actual levy by the current year’s EAV.

Cook County Property Tax Extension Limitation Law

The Limitation Law is applied after the prior year EAV limitation. The Limitation Law limits the annual growth in the amount of property taxes to be extended for certain Illinois non-home rule units, including the Village. The effect of the Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes, unlimited as to rate and amount, cannot be issued by the affected taxing bodies unless they are approved by referendum, are alternate bonds or are for certain refunding purposes.

The use of prior year EAVs to limit the allowable tax levy may reduce tax rates for funds that are at or near their maximum rates in districts with rising EAVs. These reduced rates and all other rates for those funds subject to the Limitation Law are added together, which results in the aggregate preliminary rate. The aggregate preliminary rate is then compared to the limiting rate. If the limiting rate is more than the aggregate preliminary rate, there is no further reduction in rates due to the Limitation Law. If the limiting rate is less than the aggregate preliminary rate, the aggregate preliminary rate is further reduced to the limiting rate. In all cases, taxes are extended using current year EAV under Section 18-140 of the Property Tax Code.

The Village has the authority to levy taxes for many different purposes. See the table entitled “**Representative Tax Rates**” under “**PROPERTY ASSESSMENT AND TAX INFORMATION**” herein. The ceiling at any particular time on the rate at which these taxes may be extended for the Village is either (i) unlimited (as provided by statute), (ii) initially set by statute but permitted to be increased by referendum, (iii) capped by statute, or (iv) limited to the rate approved by referendum. Public Act 94-0976, effective June 30, 2006, provides that the only ceiling on a particular tax rate is the ceiling set by statute above, at which the rate is not permitted to be further increased by referendum or otherwise. Therefore, taxing districts (such as the Village) will have increased flexibility to levy taxes for the purposes for which they most need the money. The total aggregate tax rate for the various purposes subject to the Limitation Law, however, will not be allowed to exceed the Village’s limiting rate computed in accordance with the provisions of the Limitation Law.

In general, the annual growth permitted under the Limitation Law is the lesser of 5% or the percentage increase in the Consumer Price Index during the calendar year preceding the levy year. Taxes can also be increased due to new construction, referendum approval of tax rate increases, mergers and consolidations. Local governments, including the Village, can issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law. See “**DESCRIPTION OF THE BONDS**” herein.

Extensions

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the Units having jurisdiction over the particular parcel. The County Clerk extends the tax by entering the tax (determined by multiplying the total tax rate by the EAV of that parcel for the current assessment year) in the books prepared for the County Collector (the “Warrant Books”) along with the tax rates, the Assessed Valuation and the EAV. The Warrant Books are the County Collector’s authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

Collections

Property taxes are collected by the County Collector, who is also the County Treasurer, who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. A payment due is deemed to be paid on time if the payment is postmarked on the due date. The first installment is equal to one-half of the prior year's tax bill; beginning in collection year 2010, this estimated amount was raised to 55% of the prior year's tax bill. However, if a Certificate of Error is approved by a court or certified on or before November 30 of the preceding year and before the estimated tax bills are prepared, then the first installment is instead equal to one-half of the corrected prior year's tax bill. The second installment is for the balance of the current year's tax bill, and is based on the then current tax year levy, assessed value and Equalization Factor, and reflects any changes from the prior year in those factors. The following table sets forth the second installment penalty date for the last 10 tax levy years in Cook County; the first installment penalty date has been March 1 for all such years.

<u>TAX LEVY YEAR</u>	<u>SECOND INSTALLMENT PENALTY DATE</u>
2002	October 1, 2003
2003	November 15, 2004
2004	November 2, 2005
2005	September 1, 2006
2006	December 3, 2007
2007	November 3, 2008
2008	December 1, 2009
2009	December 13, 2010
2010	November 1, 2011
2011	August 1, 2012

It is possible that the changes to the assessment appeals process described above will cause delays similar to those experienced in past years in preparation and mailing of the second installment in future years. The County may provide for tax bills to be payable in four installments instead of two. However, the County has not required payment of tax bills in four installments. During the periods of peak collections, tax receipts are forwarded to each Unit on a weekly basis. Upon receipt of taxes from the County Collector, the Village promptly credits the taxes received to the funds for which they were levied.

At the end of each collection year, the County Collector presents the Warrant Books to the Circuit Court and applies for a judgment for all unpaid taxes. The court orders resulting from the application for judgment provides for an Annual Tax Sale (the "Annual Tax Sale") of unpaid taxes shown on that year's Warrant Books. A public sale is held, at which time successful tax buyers pay the unpaid taxes plus penalties. In each such public sale, the collector can use any "automated means." Unpaid taxes accrue penalties at the rate of 1.5% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the amount paid at the sale, plus a maximum of 12% for each six-month period after the sale. If no redemption is made within the applicable redemption period (ranging from six months to two and one-half years depending on the type and occupancy of the property) and the tax buyer files a petition in the Circuit Court, notifying the necessary parties in accordance with the applicable law, the tax buyer receives a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the taxes are forfeited and the property becomes eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest accrued to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.

The Scavenger Sale (the “Scavenger Sale”), like the Annual Tax Sale, is a sale of unpaid taxes. The Scavenger Sale is held every two years on all property on which two or more years’ taxes are delinquent. The sale price of the unpaid taxes is the amount bid at such sale, which may be less than the amount of delinquent taxes. Redemption periods vary from six months to two and a half years depending upon the type and occupancy of the property.

Truth in Taxation Law

Legislation known as the Truth in Taxation Law (the “Law”) limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels.

FINANCIAL INFORMATION

Financial Reports

The Village's financial statements are audited annually by certified public accountants. The Village's financial statements are completed on a modified accrual basis of accounting consistent with generally accepted accounting principles applicable to governmental entities. See **APPENDIX A** for more detail.

No Consent or Updated Information Requested of the Auditor

The tables and excerpts (collectively, the “Excerpted Financial Information”) contained in this **“FINANCIAL INFORMATION”** section and in **APPENDIX A** are from the audited financial statements of the Village, including the audited financial statements for the fiscal year ended December 31, 2011 (the “2011 Audit”). The 2011 Audit has been prepared by Crowe Horwath LLP, Oak Brook, Illinois, (the “Auditor”) and accepted by the Village. The Village has not requested the Auditor to update information contained in the Excerpted Financial Information; nor has the Village requested that the Auditor consent to the use of the Excerpted Financial Information in this Final Official Statement. Other than as expressly set forth in this Final Official Statement, the financial information contained in the Excerpted Financial Information has not been updated since the date of the 2011 Audit. The inclusion of the Excerpted Financial Information in this Final Official Statement in and of itself is not intended to demonstrate the fiscal condition of the Village since the date of the 2011 Audit. Questions or inquiries relating to financial information of the Village since the date of the 2011 Audit should be directed to the Village.

Summary Financial Information

The following tables are summaries and do not purport to be the complete audits, copies of which are available upon request. See **APPENDIX A** for excerpts of the Village's 2011 fiscal year audit. The Village operated under a balanced budget for its 2012 fiscal year and is operating under a balanced budget for its 2013 fiscal year. To date, all revenues and expenditures are generally within the budget.

In 2010, the Village changed its fiscal year end from April 30 to December 31. Fiscal year 2010 covered a 20 month period from May 1, 2009 through December 31, 2010.

Statement of Net Assets(1) Governmental Activities

	Audited as of April 30		Audited as of December 31	
	2008	2009	2010(2)	2011
ASSETS:				
Cash and Cash Equivalents.....	\$ 2,821,707	\$ 1,564,791	\$ 7,958,099	\$ 29,519,259
Property Tax Receivable.....	7,037,528	7,152,063	5,150,761	5,227,414
Accounts Receivable.....	3,730,120	530,668	458,600	554,597
Other Receivable.....	0	0	46,397	12,228
Notes Receivable.....	0	10,000	0	0
Prepaid Expenses.....	419,492	483,196	1,199,476	995,908
Due from Other Governments.....	20,000	2,714,333	3,354,946	3,975,906
Due from Fiduciary Fund.....	78,577	0	0	0
Internal Balances.....	(2,016,964)	(3,660,403)	(443,727)	(443,727)
Deferred Items.....	334,486	298,855	302,213	855,667
Assets Held for Resale.....	1,100,963	846,715	796,298	608,998
Inventories.....	61,012	33,199	42,625	17,793
Capital Assets Not Being Depreciated.....	9,117,034	9,173,222	11,080,060	18,398,125
Capital Assets Being Depreciated, Net.....	<u>57,909,159</u>	<u>58,065,380</u>	<u>53,533,395</u>	<u>53,929,181</u>
Total Assets.....	<u>\$80,613,114</u>	<u>\$77,212,019</u>	<u>\$83,479,143</u>	<u>\$113,651,349</u>
LIABILITIES AND NET ASSETS:				
Liabilities:				
Accounts Payable.....	\$ 1,702,688	\$ 869,968	\$ 1,802,680	\$ 3,651,985
Payroll Liabilities.....	314,962	346,870	374,742	349,917
Other Liabilities.....	279,272	421,024	371,908	118,644
Due to Other Governments.....	173,299	173,299	173,299	0
Accrued Interest Payable.....	1,880,089	2,097,785	1,378,989	1,647,095
Due to Fiduciary Funds.....	806,816	800,514	0	489,857
Deferred Revenue.....	4,012,950	4,043,710	5,076,548	5,613,167
Long-term Obligations, Due Within One Year:				
Compensated Absences Payable.....	400,343	514,991	408,685	424,764
General Obligation Bonds Payable.....	275,000	385,000	435,000	445,000
Revenue Bonds Payable.....	1,225,000	900,000	900,000	810,000
Special Service Area Bonds Payable.....	75,000	80,000	0	0
Debt Certificates Payable.....	2,150,006	3,275,000	2,290,000	2,435,000
Installment Notes Payable.....	1,025,000	68,092	103,388	108,933
Capital Leases Payable.....	46,022	0	0	0
Notes Payable.....	0	237,710	0	0
Long-term Obligations, Due in More Than One Year:				
Compensated Absences Payable.....	282,749	219,220	303,247	332,814
General Obligation Bonds Payable.....	239,800	130,000	2,332,623	1,961,874
Revenue Bonds Payable.....	22,070,533	21,216,695	10,007,947	34,300,408
Special Service Area Bonds Payable.....	80,000	0	0	0
Debt Certificates Payable.....	21,990,852	18,908,543	15,839,004	13,424,979
Installment Notes Payable.....	0	291,731	305,898	196,952
Notes Payable.....	3,300,000	3,000,000	3,000,000	3,000,000
Net OPEB.....	157,978	460,364	656,621	0
Net Pension Obligation.....	2,702,912	2,303,570	3,506,535	3,771,110
Capital Leases Payable.....	218,151	0	0	0
Total Liabilities.....	<u>\$65,331,444</u>	<u>\$60,521,700</u>	<u>\$49,070,857</u>	<u>\$ 73,739,120</u>
Net Assets:				
Invested in Capital Assets, Net of Related Debt....	\$17,657,270	\$19,512,546	\$30,195,893	\$ 33,751,620
Restricted Net Assets.....	4,083,329	3,715,587	5,439,725	3,645,165
Unrestricted Net Assets.....	<u>(6,458,929)</u>	<u>(6,537,814)</u>	<u>(1,227,332)</u>	<u>2,515,444</u>
Total Net Assets.....	<u>15,281,670</u>	<u>16,690,319</u>	<u>34,408,286</u>	<u>39,912,229</u>
Total Liabilities and Net Assets.....	<u>\$80,613,114</u>	<u>\$77,212,019</u>	<u>\$83,479,143</u>	<u>\$113,651,349</u>

Notes: (1) See Statement of Net Position on following page.
(2) Includes the period May 1, 2009 through December 31, 2010.

Statement of Net Position(I) **Governmental Activities** **December 31**

	Preliminary 2012(2)
ASSETS:	
Current Assets:	
Cash and Investments	\$ 27,838,516
Receivables - Net	5,976,935
Due from Other Governments	2,861,853
Interfund Balances	(443,727)
Inventory/Prepays	<u>427,152</u>
Total Current Assets	\$ 36,660,729
Noncurrent Assets:	
Capital Assets:	
Nondepreciable Capital Assets	\$ 22,799,681
Depreciable Capital Assets	81,056,128
Accumulated Depreciation	<u>(28,479,212)</u>
Total Capital Assets	\$ 75,376,597
Other Assets:	
Assets Held for Resale	\$ 213,914
Total Noncurrent Assets	<u>\$ 75,590,511</u>
Total Assets	<u>\$112,251,240</u>
DEFERRED OUTFLOWS OF RESOURCES:	
Loss on Refunding	\$ 579,387
Total Assets and Deferred Outflows of Resources ..	<u>\$112,830,627</u>
LIABILITIES:	
Current Liabilities:	
Accounts Payable	\$ 1,865,902
Accrued Payroll	308,181
Accrued Interest Payable	1,708,390
Other Payables	591,570
Current Portion of Long-Term Debt	<u>4,137,314</u>
Total Current Liabilities	\$ 8,611,357
Noncurrent Liabilities:	
Compensated Absences Payable	\$ 564,831
Net Pension Obligation Payable	3,904,814
Net Other Post-Employment Benefit Payable	847,578
Notes Payable	3,000,000
General/Obligation/Alternate Revenue Bonds - Net ...	35,490,535
Debt Certificates - Net	11,142,107
Capital Leases Payable	<u>90,845</u>
Total Noncurrent Liabilities	<u>\$ 55,040,710</u>
Total Liabilities	<u>\$ 63,652,067</u>
DEFERRED INFLOWS OF RESOURCES:	
Property Taxes	\$ 5,283,687
Total Liabilities and Deferred Inflows of Resources	\$ 68,935,754
NET POSITION:	
Net Investment in Capital Assets	\$ 35,130,929
Restricted:	
Insurance	500,193
Streets	2,148,435
Public Safety	65,672
Debt Service	192,904
Unrestricted	<u>5,856,740</u>
Total Net Position	<u>\$ 43,894,873</u>

Notes: (1) Statement of Net Assets changed to Statement of Net Position effective fiscal year 2012.
(2) Unaudited.

Statement of Activities
Governmental Activities
Statement of Net (Expenses) Revenue and Changes in Net Assets

	Audited as of April 30		Audited as of December 31		Preliminary
	2008	2009	2010(3)	2011	2012(4)
GOVERNMENTAL ACTIVITIES(1):					
General Government.....	\$ (3,639,531)	\$ (6,405,224)	\$ (5,743,604)	\$ (3,127,102)	\$ (3,225,415)
Public Safety.....	(3,410,126)	(3,135,151)	(8,390,869)	(5,225,802)	(4,977,888)
Community Development.....	(1,103,896)	(701,496)	(2,695,208)	(867,576)	(575,355)
Public Works.....	(2,974,373)	(3,752,256)	(4,711,207)	(3,333,285)	(3,506,500)
Culture and Recreation.....	(2,429,458)	(1,640,202)	(512,248)	(422,231)	(866,639)
Interest on Long-Term Debt.....	(1,551,817)	(2,742,206)	(3,614,769)	(3,127,824)	(3,004,588)
Total Governmental Activities.....	<u>\$(15,109,201)</u>	<u>\$(18,376,535)</u>	<u>\$(25,667,905)</u>	<u>\$(16,103,820)</u>	<u>\$(16,156,385)</u>
GENERAL REVENUES:					
Taxes:					
Property Taxes.....	\$ 5,422,926	\$ 6,689,674	\$ 9,424,984	\$ 5,693,411	\$ 6,680,488
Income Taxes.....	2,245,031	1,858,552	2,468,898	1,513,159	1,384,417
Sales Taxes.....	8,196,195	7,192,046	12,041,271	7,820,571	8,520,103
Utility Tax.....	1,814,950	1,699,946	2,443,227	1,568,554	1,493,693
Telecommunications Tax.....	1,560,784	1,510,611	2,271,431	1,399,094	1,393,563
Other Taxes.....	416,221	660,732	1,016,202	592,241	559,233
Investment Earnings.....	360,176	147,976	629,387	83,385	91,431
Other General Revenues.....	207,928	179,417	1,267,326	1,806,422	28,768
Sale of Assets.....	0	0	0	154,907	0
Transfers.....	(9,923,323)	66,923	881,087	976,019	843,000
Total General Revenues and Transfers.....	<u>\$ 10,300,888</u>	<u>\$ 20,005,877</u>	<u>\$ 32,443,813</u>	<u>\$ 21,607,763</u>	<u>\$ 20,994,696</u>
Special Items:					
Reduction of Firefighters' Net Pension Obligation...	\$ 1,204,986	\$ 0	\$ 0	\$ 0	\$ 0
Contribution of Firefighters' Capital Assets.....	0	(467,055)	0	0	0
Special Items.....	0	0	10,942,059	0	0
Change in Net Assets.....	\$ (3,603,327)	\$ 1,162,287	\$ 17,717,967	\$ 5,503,943	\$ 4,838,311
Net Assets, Beginning of Year.....	<u>18,884,997</u>	<u>15,528,032(2)</u>	<u>16,690,319</u>	<u>34,408,286</u>	<u>39,056,562(2)</u>
Net Assets, End of Year.....	<u>\$ 15,281,670</u>	<u>\$ 16,690,319</u>	<u>\$ 34,408,286</u>	<u>\$ 39,912,229</u>	<u>\$ 43,894,873</u>

Notes: (1) Expenses net of program revenues of fees, fines and charges for services, and operating grants and contributions.
(2) Restated.
(3) Includes the period May 1, 2009 through December 31, 2010.
(4) Unaudited.

General Fund Balance Sheet

	Audited as of April 30		Audited as of December 31		Preliminary
	2008	2009	2010(1)	2011	2012(2)
ASSETS:					
Cash and Investments.....	\$ 2,147,046	\$ 578,233	\$ 2,108,763	\$ 7,438,449	\$10,276,156
Receivables:					
Property Taxes.....	3,866,442	4,130,705	4,592,022	4,634,511	4,693,524
Intergovernmental.....	598,490	0	0	0	0
Other.....	1,747,619	0	0	0	2,995
Accounts.....	497,005	506,379	427,740	474,223	502,469
Inventory.....	0	33,199	42,625	17,793	5,626
Prepaid Items.....	175,504	483,196	1,199,476	995,908	371,526
Due from Other Funds.....	230,892	0	0	0	0
Due from Other Governments.....	0	2,012,502	2,474,477	2,333,699	2,130,107
Due from Fiduciary Fund.....	78,577	0	0	0	0
Advances to Other Funds.....	0	4,780,367	4,153,043	2,908,351	2,859,023
Total Assets.....	<u>\$ 9,341,575</u>	<u>\$12,524,581</u>	<u>\$14,998,146</u>	<u>\$18,802,934</u>	<u>\$20,841,426</u>
LIABILITIES:					
Liabilities:					
Accounts Payable.....	\$ 1,048,437	\$ 666,697	\$ 1,091,012	\$ 995,734	\$ 1,213,769
Other Liabilities.....	148,338	279,416	352,026	98,762	1,174,467
Deposits.....	0	0	0	0	0
Accrued Payroll.....	305,434	346,870	374,742	349,917	308,181
Due to Other Funds/Other.....	2,562,277	6,807,597	0	0	0
Due to Fiduciary Fund.....	21,324	800,514	0	489,875	0
Deferred Revenues.....	2,682,166	2,651,588	5,079,461	5,588,344	0
Total Liabilities.....	<u>\$ 6,767,976</u>	<u>\$11,552,682</u>	<u>\$ 6,897,241</u>	<u>\$ 7,522,632</u>	<u>\$ 2,696,417</u>
DEFERRED INFLOWS OF RESOURCES(3):					
Property Taxes.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,687,086
Total Liabilities and Deferred Inflows of Resources.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7,383,503
Fund Balances:					
Fund Balance-Reserved.....	\$ 114,492	\$ 6,126,717	\$ 7,351,126	\$ 0	\$ 0
Fund Balance-Unreserved.....	2,459,107	(5,154,818)	749,779	0	0
Fund Balance - Nonspendable.....	0	0	0	3,922,052	3,236,175
Fund Balance - Restricted.....	0	0	0	2,364,691	2,714,300
Fund Balance - Assigned.....	0	0	0	1,179,280	0
Fund Balance - Unassigned.....	0	0	0	3,814,297	7,507,448
Total Liabilities & Fund Equity...	<u>\$ 9,341,575</u>	<u>\$12,524,581</u>	<u>\$14,998,146</u>	<u>\$18,802,952</u>	
Total Fund Balances(3).....					\$13,457,923
Total Liabilities, Deferred Inflows of Resources and Fund Balances(3).....					<u>\$20,841,426</u>

Notes: (1) Includes the period May 1, 2009 through December 31, 2010.
(2) Unaudited.
(3) Change in report format.

General Fund Revenues and Expenditures

	Fiscal Years Ending April 30		Fiscal Years Ending December 31		Preliminary
	2008	2009	2010(5)	2011	2012(7)
REVENUES:					
Taxes:					
Property.....	\$ 2,718,912	\$ 3,554,057	\$ 0	\$ 0	\$ 0
Utility.....	0	1,699,946	0	0	0
Other.....	8,239,662	6,762,687	0	0	0
Taxes(1)(2).....	0	0	18,823,180	12,431,064	14,343,615
Licenses and Permits.....	1,327,883	1,238,157	1,326,467	513,642	613,266
Intergovernmental.....	2,449,147	2,116,010	4,002,946	2,375,343	747,147
Charges for Services.....	636,875	3,901,447	5,895,625	3,146,344	3,203,185
Fines and Forfeitures.....	480,239	604,266	1,356,623	998,843	789,590
Investment Income.....	212,429	61,338	609,514	29,841	34,947
Miscellaneous.....	100,316	242,619	1,070,717	826,868	21,726
Total Revenues.....	\$ 16,165,463	\$20,180,527	\$33,085,072	\$20,321,945	\$19,753,476
EXPENDITURES:					
General Government.....	\$ 4,495,570	\$ 7,742,379	\$ 7,614,811	\$ 4,294,219	\$ 4,476,338
Public Safety.....	3,851,485(3)	4,160,766	8,468,617	5,506,442	5,703,284
Community Development.....	1,431,654	1,336,467	2,017,052	971,631	1,107,261
Public Works.....	2,050,299	2,296,694	3,498,502	2,461,847	2,416,766
Culture and Recreation.....	2,428,958	4,026,493	5,046,925	2,846,631	2,620,289
Miscellaneous	0	63,746	0	0	0
Debt Service-Principal Retired	0	0	128,943	103,401	70,466
Debt Service-Interest and Charges	0	0	30,749	18,896	10,684
Total Expenditures.....	\$ 14,257,966	\$19,626,545	\$26,805,599	\$16,203,067	\$16,405,088
Excess (Deficiency) of Revenues Over (Under) Expenditures Before Other Financing Sources (Uses).....	\$ 1,907,497	\$ 553,982	\$ 6,279,473	\$ 4,118,878	\$ 3,348,388
Other Financing Sources (Uses).....	(13,373,616)(4)	(2,155,682)	(4,752,145)	(939,463)	(1,170,785)
Special Items.....	0	0	6,464,832(6)	0	0
Excess (Deficiency) of Revenues & Other Financing Sources Over (Under) Expenditures & Other Uses..	\$(11,466,119)	\$(1,601,700)	\$ 7,992,160	\$ 3,179,415	\$ 2,177,603
Fund Balance Beginning of Year.....	14,039,718	2,573,599	108,745	8,100,905	11,280,320
Fund Balance End of Year.....	\$ 2,573,599	\$ 971,899	\$ 8,100,905	\$11,280,320	\$13,457,923

- Notes: (1) Reporting format change.
(2) Includes sales tax and income tax.
(3) Decrease reflects Fire Department becoming a separate taxing entity.
(4) The Village transferred an amount to the Recreation Fund and supporting debt service funds to close the fund and in the future all transactions of the recreation department will be within the General Fund.
(5) Includes the period May 1, 2009 through December 31, 2010.
(6) Part of the \$16,000,000 O'Hare settlement with the City of Chicago.
(7) Unaudited.

General Fund Budget and Interim Financial Information(1)

	Budget Twelve Months Ending <u>12/31/2012</u>	Budget Twelve Months Ending <u>12/31/2013</u>
REVENUES:		
Taxes:		
Property	\$ 4,583,300	\$ 4,661,405
Utility	1,620,000	1,635,000
Other	1,736,000	1,845,000
Licenses and Permits	461,500	526,700
Intergovernmental	6,845,600	7,431,500
Fines and Forfeits	798,500	753,500
Charges for Services	2,939,400	3,134,200
Investment Income	50,260	31,000
Interfund Transfers In	843,000	722,900
Interfund Transfers Out	(2,022,280)	(2,486,758)
Miscellaneous	<u>27,600</u>	<u>46,000</u>
Total Revenues	\$17,882,880	\$18,300,447
EXPENDITURES:		
Governance	\$ 350,685	\$ 374,966
Office of the Village Manager	3,692,989	3,631,906
Finance Department	942,860	1,192,967
Police Department	5,998,501	6,200,949
Community and Economic Development	1,111,100	1,101,020
Public Works Department	2,940,545	3,036,050
Recreation and Community Programming	<u>2,846,200</u>	<u>2,762,589</u>
Total Expenditures	\$17,882,880	\$18,300,447

Note: (1) Source: the Village.

Statement of Net Assets Waterworks and Sewerage Fund(1)

	Audited as of April 30		Audited as of December 31	
	2008	2009	2010(2)	2011
ASSETS:				
Current Assets:				
Cash and Cash Equivalents.....	\$ 5,181,047	\$ 1,642,076	\$10,790,971	\$10,436,893
Investments.....	0	0	0	0
Property Tax Receivable.....	0	0	0	0
Accounts Receivable.....	1,020,293	1,354,269	1,124,602	1,178,808
Other Receivables.....	0	0	0	456
Accrued Interest.....	59	0	0	0
Deferred Items.....	81,072	0	0	0
Due from Other Funds.....	1,500,000	0	0	0
Noncurrent Assets:				
Land.....	1,447,929	0	0	0
Construction in Progress.....	108,331	0	0	0
Capital Assets.....	0	0	0	0
Buildings.....	7,413,443	0	0	0
Vehicles.....	982,878	0	0	0
Machinery and Equipment.....	6,431,971	0	0	0
Wells and Reservoirs.....	1,830,245	0	0	0
Transmission and Distribution Systems.....	30,615,315	0	0	0
Infrastructure.....	56,548,532	0	0	0
Accumulated Depreciation.....	(39,991,290)	0	0	0
Advances to Other Funds.....	0	3,250,000	486,727	486,727
Prepaid Items.....	0	834,055	0	0
Deferred Items.....	0	75,541	66,323	60,792
Capital Assets Not Being Depreciated.....	0	3,764,100	1,835,279	2,076,197
Capital Assets Being Depreciated, Net.....	0	62,797,072	59,674,834	59,053,367
Total Assets.....	<u>\$73,169,825</u>	<u>\$73,717,113</u>	<u>\$73,978,736</u>	<u>\$73,293,240</u>
LIABILITIES AND NET ASSETS:				
Liabilities:				
Current Liabilities:				
Accounts Payable.....	\$ 524,048	\$ 1,128,619	\$ 814,551	\$ 854,651
Payroll Liabilities.....	36,652	43,359	46,956	46,845
Other Liabilities.....	0	117,353	67,562	0
Deposits Payable.....	66,856	92,470	56,208	55,533
Accrued Interest Payable.....	247,197	249,055	75,117	69,962
Deferred Revenue.....	0	0	0	0
Due within One Year.....	572,362	0	0	0
Noncurrent Liabilities:				
Due after One Year.....	10,675,259	0	0	0
Long-term Obligations, Due Within One Year:				
Compensated Absences Payable.....	0	49,461	60,145	71,543
Revenue Bonds Payable.....	0	585,000	620,000	645,000
Installment Notes Payable.....	0	12,362	35,173	36,953
Long-term Obligations, Due in More Than One Year:				
Advances from Other Funds.....	0	0	43,000	43,000
Compensated Absences Payable.....	0	28,201	26,118	31,546
Revenue Bonds Payable.....	0	9,934,302	8,750,789	8,127,527
Installment Notes Payable.....	0	71,676	167,044	130,091
Total Liabilities.....	<u>\$12,122,374</u>	<u>\$12,311,858</u>	<u>\$10,762,663</u>	<u>\$10,112,651</u>
Net Assets:				
Invested in Capital Assets, Net of Related Debt.....	\$54,233,525	\$55,957,832	\$51,937,107	\$52,189,993
Unrestricted.....	6,813,926	5,447,423	11,278,966	10,990,596
Total Net Assets.....	<u>\$61,047,451</u>	<u>\$61,405,255</u>	<u>\$63,216,073</u>	<u>\$63,180,589</u>
Total Liabilities and Net Assets.....	<u>\$73,169,825</u>	<u>\$73,717,113</u>	<u>\$73,978,736</u>	<u>\$73,293,240</u>

Notes: (1) See Statement of Net Position on following page.
(2) For the period May 1, 2009 through December 31, 2010.

Statement of Net Position **Waterworks and Sewerage Fund(1)** **December 31**

	Preliminary 2012(2)
ASSETS:	
Current Assets:	
Cash and Investments	\$ 9,576,100
Receivables - Net of Allowances:	
Accounts	920,653
Other	<u>927</u>
Total Currents Assets	\$ 10,497,680
Noncurrent Assets:	
Capital Assets:	
Nondepreciable	\$ 1,447,929
Depreciable	105,864,054
Accumulated Depreciation	<u>(45,378,736)</u>
Total Noncurrent Assets	\$ 61,933,247
Other Assets:	
Advances to Other Funds	<u>\$ 486,727</u>
Total Noncurrent Assets	<u>\$ 62,419,974</u>
Total Assets	\$ 72,917,654
LIABILITIES:	
Current Liabilities:	
Accounts Payable	\$ 847,116
Deposits Payable	101,136
Accrued Payroll	56,671
Accrued Interest Payable	47,216
Current Portion of Long-Term Debt	<u>748,136</u>
Total Current Liabilities	<u>\$ 1,800,275</u>
Noncurrent Liabilities:	
Advances from Other Funds	\$ 43,000
Compensated Absences Payable	97,341
General Obligation/Alternate Revenue Source Bonds - Net	7,499,932
Capital Leases Payable	<u>91,290</u>
Total Noncurrent Liabilities	<u>\$ 7,731,563</u>
NET POSITION:	
Net Investment in Capital Assets	\$ 53,618,224
Unrestricted	<u>9,767,592</u>
Total Net Position	<u>\$ 63,385,816</u>
Notes: (1) Statement of Net Assets changed to Statement of Net Position effective fiscal year 2012.	
(2) Unaudited.	

Statement of Revenues, Expenses and Changes in Fund Net Assets Waterworks and Sewerage Fund

	Audited as of April 30		Audited as of December 31		Preliminary
	2008	2009	2010(1)	2011	2012(2)
Operating Revenues:					
Charges for Services.....	\$ 6,710,090	\$ 8,547,534	\$14,593,267	\$ 9,179,198	\$ 9,769,102
Total Operating Revenues.....	\$ 6,710,090	\$ 8,547,534	\$14,593,267	\$ 9,179,198	\$ 9,769,102
Operating Expenses:					
Operations.....	\$ 4,558,740	\$ 6,061,309	\$ 9,757,663	\$ 6,391,328	\$ 6,822,012
Depreciation and Amortization.....	1,416,805	1,520,358	2,399,034	1,497,200	1,579,112
Total Operating Expenses.....	\$ 5,975,545	\$ 7,581,667	\$12,156,697	\$ 7,888,528	\$ 8,401,124
Operating Income (Loss).....	734,545	965,867	2,436,570	1,290,670	\$ 1,367,978
Nonoperating Revenues and (Expenses):					
Investment Income.....	\$ 622	\$ 730	\$ 665	\$ 3,173	\$ 9,406
Debt Service - Interest and Fees.....	(552,472)	(541,870)	(820,236)	(456,408)	(359,155)
DuPage Water Commission Refund.....	1,205,289	0	0	0	0
Total Nonoperating Revenues and (Expenses).....	\$ 653,439	\$ (541,140)	\$ (819,571)	\$ (453,235)	\$ (349,749)
Income (Loss) Before Transfers.....	1,387,984	424,727	1,616,999	837,435	1,018,229
Transfers:					
Transfers In.....	0	0	646,669	957,081	0
Transfers Out.....	(495,089)	(66,923)	(452,850)	(1,830,000)	(813,000)
Total Transfers.....	\$ (495,089)	\$ (66,923)	\$ 193,819	\$ (872,919)	\$ (813,000)
Change in Net Assets.....	892,895	357,804	1,810,818	(35,484)	205,229
Net Assets at Beginning of Year.....	60,154,556	61,047,451	61,405,255	63,216,073	63,180,589
Net Assets at End of Year.....	\$61,047,451	\$61,405,255	\$63,216,073	\$63,180,589	\$63,385,818
Notes: (1)	Includes the period May 1, 2009 through December 31, 2010.				
(2)	Unaudited.				

Water and Sewer Fund Budget Financial Information(1)

	Budget Twelve Months Ending 12/31/2012	Budget Twelve Months Ending 12/31/2013
Water/Sewer Fund:		
Budgeted Revenues:		
Total Water/Sewer	\$13,040,285(2)	\$14,614,860
Budgeted Expenditures:		
Utility Administration	\$ 2,776,150	\$ 2,863,720
Water and Sewer Billing	362,905	384,995
Water Distribution Systems	1,249,480	1,027,300
Water Production	258,385	345,800
Wastewater Conveyance	12,200	243,300
Wastewater Treatment	2,274,815	2,014,650
Capital Improvements	3,569,640	6,862,790
Debt Service	1,052,010	872,305
Total Water/Sewer Fund Budgeted Expenditures	\$11,555,585	\$14,614,860
Total Water/Sewer Fund Revenues Over Expenditures	\$ 1,484,700	\$ 0

Notes: (1) Source: the Village.
(2) \$4,500,000 of budgeted revenues were for a bond issuance the Village is no longer pursuing.

EMPLOYER RETIREMENT SYSTEMS

Illinois Municipal Retirement Fund ⁽¹⁾

Plan Description

The employer's defined benefit pension plan for Regular employees provides retirement, and disability benefits, post retirement increases and death benefits to plan members and beneficiaries. The Village's plan is affiliated with the Illinois Municipal Retirement Fund ("IMRF"), an agent multiple-employer plan. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available report that includes financial statements and required supplementary information. That report may be obtained on-line at www.imrf.org.

Funding Policy

As set by statute, the Regular plan members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The employer contribution rate for calendar year 2011 was 10.56% of annual covered payroll. The Village also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

Annual Pension Cost

For calendar year 2011, the Village's contributions to the regular plan were \$508,978 less than the annual pension cost of \$617,426.

The required contribution was determined as part of the December 31, 2009, actuarial valuation using the early age normal actuarial cost method. The actuarial assumptions at December 31, 2009, included (a) 7.5% investment rate of return (net of administrative and direct investment expenses), (b) projected salary increases of 4.00% a year, attributable to inflation, (c) additional projected salary increases ranging from 0.4% to 10% per year depending on age and service, attributable to seniority/merit, and (d) post retirement benefit increases of 3% annually. The actuarial value of the Village's Regular plan assets was determined using techniques that spread the effect of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. The Village's Regular plan's unfunded actuarial accrued liability ("UAAL") at December 31, 2009 is being amortized as a level percentage of projected payroll on an open 30 year basis.

Funded Status and Funding Progress

As of December 31, 2011, the most recent actuarial valuation date, the Regular plan was 77.87% funded. The actuarial accrued liability for benefits was \$18,542,610 and the actuarial value of assets was \$14,438,868, resulting in a UAAL of \$4,103,742. The covered payroll (annual payroll of active employees covered by the plan) was \$4,819,872 and the ratio of the UAAL to the covered payroll was 85%.

Below is a schedule of funding progress for the IMRF.

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability – Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a) / c)
12/31/2007	\$13,976,135	\$14,219,394	\$243,259	98.29%	\$4,913,961	4.95%
12/31/2008	12,946,353	15,630,657	2,684,304	82.83%	4,861,157	55.22%
12/31/2009	12,869,611	16,147,042	3,277,431	79.70%	4,800,382	68.27%
12/31/2010	13,656,502	17,284,950	3,628,448	79.01%	4,305,189	84.28%
12/31/2011	14,438,868	18,542,610	4,103,742	77.87%	4,819,872	85.14%

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Police Pension Plan ⁽¹⁾

Plan Description

The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel of the Village. The Police Pension Plan provides retirement, disability, and death benefits, as well as automatic annual cost of living adjustments, to plan members and their beneficiaries. Plan members are required to contribute 9.91% of their annual covered payroll. The Village is required to contribute at an actuarially determined rate. Although this is a single employer pension plan, the defined benefits and contribution requirements of the plan members and the Village are governed by Illinois Compiled Statutes and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund. The Police Pension Plan issues separate financial statements and has a December 31 year end. The Police Pension Plan financial statements can be obtained by contacting the Village at 12 South Center Street, Bensenville, Illinois 60106.

As of December 31, 2010, the date of the latest actuarial valuation, the Police Pension Plan membership consisted of the following:

Retirees and beneficiaries currently receiving benefits and terminated employees entitled to benefits but not yet receiving them	32
Current Employees:	
Active plan members	32
	<u>64</u>

The following is a summary of the Police Pension Plan as provided for in Illinois Compiled Statutes.

The Police Pension Plan provides retirement benefits as well as death and disability benefits. Participants attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive an annual retirement benefit of one half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The pension shall be increased by 2.5% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least 8 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% compounded annually thereafter.

Funding Policy

Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plans as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. For the year ended December 30, 2010, the Village's contribution was 35.41% of covered payroll.

Basis of Accounting

The financial statements of the pension fund are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. The Village's contributions are recognized when due and a formal commitment to provide the contributions are made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Police Pension Plan (continued) ⁽¹⁾

Method Used to Value Investments

Plan investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Investments that do not have any established market are reported at estimated fair values.

Annual Pension Cost

For the fiscal period ending December 31, 2011, the Village's contributions to the Police Pension Plan were \$154,295 less than the annual pension cost of \$943,526.

Funded Status and Funding Progress

As of December 31, 2010, the most recent actuarial valuation date, the Police Pension Plan was 54.84% funded. The actuarial accrued liability for benefits was \$22,868,030 and the actuarial value of assets was \$12,539,774, resulting in a UAAL of \$10,328,256. The covered payroll was \$2,444,783 and the ratio of the UAAL to the covered payroll was 422.46%.

Below is a schedule of funding progress for the Police Pension Plan.

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability – Entry Age (b)	Unfunded AAL (UAAL) (b)-(a)	Funded Ratio (a)/(b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a) / c)
4/30/2005	N/A	N/A	N/A	N/A	N/A	N/A
4/30/2006	\$12,619,030	\$17,538,690	\$4,919,660	71.95%	\$2,091,172	235.26%
4/30/2007	N/A	N/A	N/A	N/A	N/A	N/A
4/30/2008	13,065,169	20,643,852	7,578,683	63.29%	2,166,492	349.81%
4/30/2009	10,448,151	20,887,297	10,439,146	50.02%	2,352,581	443.73%
4/30/2010	11,550,751	21,604,610	10,053,859	53.46%	2,406,640	417.76%
12/31/2010*	12,539,774	22,868,030	10,328,256	54.84%	2,444,783	422.46%

*Fiscal year end was changed from April 30 to December 31 in 2010.

Net Pension Obligation ⁽¹⁾

The following is the net pension obligation for IMRF and the Police Pension Plan:

	IMRF	Police Pension Plan
<u>Net Pension Obligation:</u>		
Annual required contribution	\$617,426	\$ 879,721
Interest on net pension obligation	6,426	171,043
Adjustment to annual required contribution	(4,594)	(107,238)
Annual pension cost	619,258	943,526
Contributions made	508,978	789,231
Change in net pension obligation	110,280	154,295
Net pension obligation, beginning of period	85,675	3,420,860
Net pension obligation, end of period	<u>\$195,955</u>	<u>\$3,575,155</u>

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Net Pension Obligation (continued) ⁽¹⁾

The Village annual required contribution for the current period and related information for each plan is as follows:

	IMRF	Police Pension Plan
	December 31, 2011	December 31, 2010
Actuarial valuation date		
Contribution rates		
Employer	10.56%	35.41%
Employee	4.50%	9.91%
Annual pension cost	\$619,258	\$943,526
Contributions made	\$508,978	\$789,231
Actuarial cost method	Entry age normal	Entry age normal
Asset valuation method	5-Year smoothed market	Market
Amortization method	Level percentage of payroll	Level percentage of payroll
Amortization period	30 Years, open	29 Years, closed
Actuarial assumptions		
Investment rate of return	7.50%	7.50%
Projected salary increases	0.4% to 10.0%	5.00%
Inflation rate included	4.00%	3.00%
Cost-of-living adjustments	3.00%	3.00%

Trend Information ⁽¹⁾

Trend information gives an indication of the progress made in accumulating sufficient assets to pay benefits when due.

	Fiscal Year Ending	IMRF	Police Pension Plan
Annual pension cost (APC)	Dec. 31, 2011	\$619,258	\$ 943,526
	Dec. 31, 2010	498,983	1,581,173
	Dec. 31, 2009	419,073	739,672
Contributions made	Dec. 31, 2011	\$508,978	\$ 789,231
	Dec. 31, 2010	413,308	1,086,741
	Dec. 31, 2009	419,073	116,814
Percentage of APC contributed	Dec. 31, 2011	82.2%	83.6%
	Dec. 31, 2010	82.8%	68.7%
	Dec. 31, 2009	100.00%	15.8%
Net pension obligation	Dec. 31, 2011	\$195,955	\$3,575,155
	Dec. 31, 2010	85,675	3,420,860
	Dec. 31, 2009	-	2,926,428

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

OTHER POST-EMPLOYMENT BENEFITS

Plan Description ⁽¹⁾

The Village provides the continuation of health care benefits and life insurance to Police and Municipal employees who retire from the Village in accordance with Illinois Compiled Statutes. Employees who terminate after reaching retirement eligibility in the plan are eligible to elect to continue their health care coverage by paying the monthly premium rate. Retirement eligibility for Police employees is age 50 and 20 years of service, and for Municipal employees is age 55 and 25 years of service; or age 60 and 8 years of service; or combined age and service of 85. Because the actuarial cost of health benefits exceeds the average amount paid by retirees, the additional cost is paid by the Village and is the basis for the other post employment benefits (“OPEB”) obligation accounted for under GASB Statement 45. The Village Board of Trustees has the authority of establishing and amending benefits offered by this plan. The OPEB plan is a single-employer plan. There is no separate, audited GAAP-basis postemployment benefit plan report available.

Funding Policy ⁽¹⁾

Funding is provided by the Village on a pay-as-you-go basis. Retirees and their dependants may continue coverage under the Village’s group health program by contributing a monthly premium. They may participate in any of the plans available to active employees. For Municipal employees, retirees prior to age 65 contribute the blended average employee group cost. After age 65, retirees pay the full Medicare eligible cost of coverage. The Village pays the difference between the actuarial cost of the health coverage for retirees and the blended average employee group cost. For Police employees, the Village pays the difference between the actuarial cost of the health coverage for retirees and the blended average employee group cost.

Annual OPEB Cost and Net OPEB Obligation ⁽¹⁾

The Village’s annual other post employee benefit cost is calculated based on the annual required contribution (“ARC”). The ARC represents the normal cost each year and an amount to amortize the unfunded actuarial liability over thirty years. The following table shows the components of the Village’s annual OPEB costs, the amount actually contributed to the plan, and changes in the Village’s net OPEB obligation for the period ending December 31, 2011.

Annual required contribution	\$238,684
Interest on net OPEB obligation	23,018
Adjustment to the ARC	<u>(28,521)</u>
Annual OPEB Cost	233,181
Contributions made	<u>(36,924)</u>
Increase in the net OPEB obligation	196,257
Net OPEB obligation beginning of period	<u>460,364</u>
Net OPEB obligation end of period	\$656,621

(1) Source: The Village’s Audited Financial Statements for the fiscal year ended December 31, 2011.

Funded Status and Funding Progress ⁽¹⁾

As of December 31, 2011, the OPEB Plan was unfunded. The actuarial accrued liability for benefits was \$2,022,991 and the actuarial value of assets was \$0, resulting in a UAAL of \$2,022,991. The covered payroll was \$6,424,058 and the ratio of the UAAL to the covered payroll was 31.49%.

Below is a schedule of funding progress for the OPEB Plan.

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability – Entry Age (b)	Unfunded AAL (UAAL) (b)-(a)	Funded Ratio (a)/(b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b) (a) / (c))
4/30/2009	\$-	\$1,441,086	\$1,441,086	0.00%	\$6,206,819	23.22%
4/30/2010	-	1,583,408	1,583,408	0.00%	6,419,918	24.66%
12/31/2010*	-	1,799,457	1,799,457	0.00%	6,206,819	28.99%
12/31/2011	-	2,022,991	2,022,991	0.00%	6,424,058	31.49%

*Fiscal year end was changed from April 30 to December 31 in 2010.

The Village's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for calendar year 2011 and the preceding fiscal periods were as follows:

Period Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
December 31, 2011	\$233,181	15.8%	\$656,621
December 31, 2010	378,600	20.1%	460,364
April 30, 2009	204,590	22.8%	157,978

Note: April 30, 2009 was the first period GASB Statement 45 was applicable for the Village.

Actuarial Assumptions ⁽¹⁾

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan understood by the employer and plan members) and include the benefits provided at the time each valuation and the historical pattern of sharing of benefit costs between the employer and plan members. In the December 31, 2011 actuarial valuation, the entry age normal cost method was used. The actuarial assumptions included an annual healthcare cost trend rate of 9% initially, reduced to an ultimate rate of 5% after five years. Rates include a 3.5% general inflation assumption. The UAAL is being amortized as a level dollar amount over an open amortization period of 30 years.

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

REGISTRATION, TRANSFER AND EXCHANGE

See also **APPENDIX B** for information on registration, transfer and exchange of book-entry bonds. The Bonds will be initially issued as book-entry bonds.

The Village shall cause books (the “Bond Register”) for the registration and for the transfer of the Bonds to be kept at the principal office maintained for the purpose by the Bond Registrar in Chicago, Illinois. The Village will authorize to be prepared, and the Bond Registrar shall keep custody of, multiple bond blanks executed by the Village for use in the transfer and exchange of Bonds.

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 the Bond Ordinances. Upon surrender for transfer or exchange of any Bond at the principal office maintained for the purpose by the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer 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 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 Bonds previously paid.

The Bond Registrar shall not be required to transfer or exchange any Bond following the close of business on the fifteenth day next preceding any interest payment date on such Bond (known as the record date), nor to transfer or exchange any Bond after notice calling such Bond for redemption has been mailed, nor during a period of fifteen days next preceding mailing of a notice of redemption of any Bonds.

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 Bonds 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 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.

TAX EXEMPTION

Federal tax law contains a number of requirements and restrictions which apply to the Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Village has covenanted to comply with all requirements that must be satisfied in order for the interest on the Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Bonds to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

Subject to the Village's compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations, but interest on the Bonds is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

In rendering its opinion, Bond Counsel will rely upon certifications of the Village with respect to certain material facts within the Village's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

The Code includes provisions for an alternative minimum tax ("*AMT*") for corporations in addition to the corporate regular tax in certain cases. The AMT, if any, depends upon the corporation's alternative minimum taxable income ("*AMTI*"), which is the corporation's taxable income with certain adjustments. One of the adjustment items used in computing the AMTI of a corporation (with certain exceptions) is an amount equal to 75% of the excess of such corporation's "adjusted current earnings" over an amount equal to its AMTI (before such adjustment item and the alternative tax net operating loss deduction). "Adjusted current earnings" would generally include certain tax-exempt interest, but not interest on the Bonds.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "*Issue Price*") for each maturity of the Bonds is the price at which a substantial amount of such maturity of the Bonds is first sold to the public. The Issue Price of a maturity of the Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on pages 4-6 hereof.

If the Issue Price of a maturity of the Bonds is less than the principal amount payable at maturity, the difference between the Issue Price of each such maturity, if any, of the Bonds (the "*OID Bonds*") and the principal amount payable at maturity is original issue discount.

For an investor who purchases an OID Bond in the initial public offering at the Issue Price for such maturity and who holds such OID Bond to its stated maturity, subject to the condition that the Village complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such OID Bond constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such OID Bond at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but is taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations under the Code, as described above; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Based upon the stated position of the Illinois Department of Revenue under Illinois income tax law, accreted original issue discount on such OID Bonds is subject to taxation as it accretes, even though there may not be a corresponding cash payment until a later year. Owners of OID Bonds should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such OID Bonds.

Owners of Bonds who dispose of Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Bonds in the initial public offering, but at a price different from the Issue Price or purchase Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Bond is purchased at any time for a price that is less than the Bond's stated redemption price at maturity or, in the case of an OID Bond, its Issue Price plus accreted original issue discount (the "*Revised Issue Price*"), the purchaser will be treated as having purchased a Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. Such treatment would apply to any purchaser who purchases an OID Bond for a price that is less than its Revised Issue Price. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Bonds.

An investor may purchase a Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor's basis in the Bond. Investors who purchase a Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Bonds. If an audit is commenced, under current procedures the Service may treat the Village as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Interest on the Bonds is not exempt from present State of Illinois income taxes. Ownership of the Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

CONTINUING DISCLOSURE

The Village will enter into a Continuing Disclosure Undertaking (the “Undertaking”) for the benefit of the beneficial owners of the Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934. No person, other than the Village, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Bonds. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under “**THE UNDERTAKING.**”

The Village has represented that it has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to the Rule. A failure by the Village to comply with the Undertaking will not constitute a default under the ordinance and beneficial owners of the Bonds are limited to the remedies described in the Undertaking. See “**THE UNDERTAKING - Consequences of Failure of the Village to Provide Information.**” The Village must report any failure to comply with the Undertaking in accordance with the Rule. Any broker, dealer or municipal securities dealer must consider such report before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the Village and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the Village.

Annual Financial Information Disclosure

The Village covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (as described below) to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information within 210 days after the last day of the Village's fiscal year (currently December 31). If Audited Financial Statements are not available when the Annual Financial Information is filed, the Village will file unaudited financial statements. The Village will submit Audited Financial Statements to the MSRB's Electronic Municipal Market Access ("EMMA") system within 30 days after availability to the Village. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

"Annual Financial Information" means:

1. The table under the heading of "**Retailers' Occupation, Service Occupation and Use Tax**" within this Official Statement;
2. All of the tables under the heading "**PROPERTY ASSESSMENT AND TAX INFORMATION**" within this Official Statement;
3. All of the tables under the heading "**DEBT INFORMATION**" within this Official Statement; and
4. All of the tables under the heading "**FINANCIAL INFORMATION**" within this Official Statement.

"Audited Financial Statements" means financial statements of the Village as audited annually by independent certified public accountants. Audited Financial Statements are expected to continue to be prepared according to Generally Accepted Accounting Principles as applicable to governmental units (i.e., as subject to the pronouncements of the Governmental Accounting Standards Board and subject to any express requirements of State law).

Reportable Events Disclosure

The Village covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. The "Events" are:

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Consequences of Failure of the Village to Provide Information

The Village shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the Village to comply with any provision of the Undertaking, the beneficial owner of any Bond may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Bond Ordinance, and the sole remedy under the Undertaking in the event of any failure of the Village to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the Village by resolution or ordinance authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

- (a) (i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or

**This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.*

(ii) The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Bonds, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

Termination of Undertaking

The Undertaking shall be terminated if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Bonds under the Bond Ordinance. The Village shall give notice to the MSRB in a timely manner if this paragraph is applicable.

Additional Information

Nothing in the Undertaking shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of a Reportable Event, in addition to that which is required by the Undertaking. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by the Undertaking, the Village shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Dissemination of Information; Dissemination Agent

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through its EMMA system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Village taken with respect to the issuance or sale thereof.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, as Bond Counsel (the “Bond Counsel”), who has been retained by, and acts as, Bond Counsel to the Village. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the Village, reviewed only those portions of this Official Statement involving the description of the Bonds, the security for the Bonds (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith) and, the description of the federal tax exemption of interest on the Bonds. This review was undertaken solely at the request and for the benefit of the Village and did not include any obligation to establish or confirm factual matters set forth herein.

OFFICIAL STATEMENT AUTHORIZATION

This Official Statement has been authorized for distribution to prospective purchasers of the Bonds. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the Village, and all expressions of opinion, whether or not so stated, are intended only as such.

INVESTMENT RATING

The Village has supplied certain information and material concerning the Bonds and the Village to the rating service shown on the cover page, including certain information and materials which may not have been included in this Official Statement, as part of its application for an investment rating on the Bonds. A rating reflects only the views of the rating agency assigning such rating and an explanation of the significance of such rating may be obtained from such rating agency. Generally, such rating service bases its rating on such information and material, and also on such investigations, studies and assumptions that it may undertake independently. There is no assurance that such rating will continue for any given period of time or that it may not be lowered or withdrawn entirely by such rating service if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of such rating may have an adverse effect on the secondary market price of the Bonds. An explanation of the significance of the investment rating may be obtained from the rating agency: Standard & Poor’s Corporation, 55 Water Street, New York, New York 10041, telephone 212-438-2000. The Village will provide appropriate periodic credit information to the rating service to maintain a rating on the Bonds.

DEFEASANCE

The Bonds are subject to legal defeasance by the irrevocable deposit of full faith and credit obligations of the United States of America, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America (collectively, the “Government Obligations”) with a bank or trust company acting as escrow agent. Any such deposit must be of sufficient amount that the receipts from the Government Obligations plus any cash on deposit will be sufficient to pay debt service on the Bonds when due or as called for redemption.

UNDERWRITING

Bernardi Securities, Inc., Chicago, Illinois (the “Underwriter”) has agreed to purchase all but not less than all of the Series 2013A Bonds at a price of \$ _____. It is anticipated that delivery of the Series 2013A Bonds will occur on the date shown on the cover page hereof. The Series 2013A Bonds may be offered and sold to certain dealers (including the Underwriter or other dealers depositing Series 2013A Bonds into investment trusts) at prices or yields other than such public offering prices or yields shown on the addendum to this Official Statement, and such public offering prices or yields may be changed, from time to time, by the Underwriter.

Bernardi Securities, Inc., Chicago, Illinois (the “Underwriter”) has agreed to purchase all but not less than all of the Series 2013B Bonds at a price of \$ _____. It is anticipated that delivery of the Series 2013B Bonds will occur on the date shown on the cover page hereof. The Series 2013B Bonds may be offered and sold to certain dealers (including the Underwriter or other dealers depositing Series 2013B Bonds into investment trusts) at prices or yields other than such public offering prices or yields shown on the addendum to this Official Statement, and such public offering prices or yields may be changed, from time to time, by the Underwriter.

Bernardi Securities, Inc., Chicago, Illinois (the “Underwriter”) has agreed to purchase all but not less than all of the Series 2013C Bonds at a price of \$ _____. It is anticipated that delivery of the Series 2013C Bonds will occur on the date shown on the cover page hereof. The Series 2013C Bonds may be offered and sold to certain dealers (including the Underwriter or other dealers depositing Series 2013C Bonds into investment trusts) at prices or yields other than such public offering prices or yields shown on the addendum to this Official Statement, and such public offering prices or yields may be changed, from time to time, by the Underwriter.

FINANCIAL ADVISOR

The Village has engaged Speer Financial, Inc. as financial advisor (the “Financial Advisor”) in connection with the issuance and sale of the Bonds. The Financial Advisor is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (the “MSRB”). The Financial Advisor will not participate in the underwriting of the Bonds. The financial information included in the Official Statement has been compiled by the Financial Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Financial Advisor is not a firm of certified public accountants and does not serve in that capacity or provide accounting services in connection with the Bonds. The Financial Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor is the Financial Advisor obligated by the Village’s continuing disclosure undertaking.

CERTIFICATION

We have examined this Official Statement dated June ____, 2013, for the \$3,785,000* General Obligation Bonds (Alternate Revenue Source), Series 2013A, the \$2,560,000* General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B and the \$2,140,000* General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C believe it to be true and correct and will provide to the purchaser of the Bonds at the time of delivery a certificate confirming to the purchaser that to the best of our knowledge and belief information in the Official Statement was at the time of acceptance of the bid for the Bonds and, including any addenda thereto, was at the time of delivery of the Bonds true and correct in all material respects and does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

/s/ **MICHAEL CASSADY**
Village Manager
VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

/s/ **FRANK SOTO**
Village President
VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

**Subject to change.*

APPENDIX A

VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

EXCERPTS OF FISCAL YEAR 2011 AUDITED FINANCIAL STATEMENTS

APPENDIX B

DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Village or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Village or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, security certificates are required to be printed and delivered.

11. The Village may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but the Village takes no responsibility for the accuracy thereof.

APPENDIX C

INSURANCE

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

We hereby certify that we have examined certified copy of the proceedings (the “*Proceedings*”) of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), passed preliminary to the issue by the Village of its fully registered General Obligation Bonds (Alternate Revenue Source), Series 2013A (the “*Bonds*”), to the amount of \$_____, dated July __, 2013, due serially on December 15 of the years and in the amounts and bearing interest as follows:

YEAR	AMOUNT (\$)	RATE (%)	YEAR	AMOUNT (\$)	RATE (%)

the Bonds due on or after December 15, 20__, being subject to redemption prior to maturity at the option of the Village as a whole or in part in any order of their maturity as determined by the Village (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 15, 20__, or on any date thereafter, at the redemption price of par plus accrued interest to the redemption date, as provided in the Proceedings, and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of Bond and find the same in due form of law, and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Village and, 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, are payable from (i) ad valorem property taxes levied and collected in Special Service Area Number 9 (the “SSA”) of the Village for the payment of the SSA project, (ii) all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act, as supplemented and amended, or substitute taxes as may be provided in the future (the “*Telecom Taxes*”), and (iii) ad valorem property taxes levied against all of the taxable property within the Village without limitation as to rate or amount. The Bonds are issued on a parity with the Village’s outstanding General Obligation Bonds (Alternate Revenue Source), Series 2011B (the “*2011B Bonds*”), to the extent the Bonds and the 2011B Bonds are payable from the Telecom Taxes.

It is our opinion that, subject to the Village's compliance with certain covenants, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such Village covenants could cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the Village with respect to certain material facts within the Village's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

We hereby certify that we have examined certified copy of the proceedings (the “*Proceedings*”) of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), passed preliminary to the issue by the Village of its fully registered General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B (the “*Bonds*”), to the amount of \$_____, dated July ___, 2013, due serially on December 1 of the years and in the amounts and bearing interest as follows:

YEAR	AMOUNT (\$)	RATE (%)	YEAR	AMOUNT (\$)	RATE (%)

and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of Bond and find the same in due form of law, and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Village and, 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, are payable from (i) the collections by the Village of certain license and permit fees imposed by the Village pursuant to the Municipal Code (the “*Pledged Revenues*”), and (ii) ad valorem property taxes levied against all of the taxable property within the Village without limitation as to rate or amount. The Bonds are issued on a parity with the Village’s outstanding General Obligation Bonds (Alternate Revenue Source), Series 2004D (the “*2004D Bonds*”), to the extent the Bonds and the 2004D Bonds are payable from the Pledged Revenues.

It is our opinion that, subject to the Village’s compliance with certain covenants, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such Village covenants could cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering our opinion on tax exemption, we have relied on the mathematical computation of the yield on the Bonds and the yield on certain investments by Stanley P. Stone & Associates, Inc., New York, New York.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the Village with respect to certain material facts within the Village's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

PROPOSED FORM OF OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

We hereby certify that we have examined certified copy of the proceedings (the “*Proceedings*”) of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), passed preliminary to the issue by the Village of its fully registered General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C (the “*Bonds*”), to the amount of \$_____, dated July __, 2013, due serially on May 1 of the years and in the amounts and bearing interest as follows:

YEAR	AMOUNT (\$)	RATE (%)	YEAR	AMOUNT (\$)	RATE (%)

and we are of the opinion that the Proceedings show lawful authority for said issue under the laws of the State of Illinois now in force.

We further certify that we have examined the form of Bond and find the same in due form of law, and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Village and, 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, are payable from (i) the moneys deposited to the credit of the Surplus Account of the Waterworks and Sewerage Fund (the “*Revenue Fund*”), said Surplus Account consisting of the funds remaining in said Revenue Fund after the required monthly deposits and credits have been made to the Operation and Maintenance Account, the Bond and Interest Account, the Bond Reserve Account, and the Depreciation Account as defined in the Proceedings (the “*Pledged Revenues*”) and (ii) ad valorem property taxes levied against all of the taxable property within the Village without limitation as to rate or amount. The Bonds are issued on a parity with the Village’s outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 1998, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2001A, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E, and General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2012E, with respect to the Pledged Revenues.

It is our opinion that, subject to the Village's compliance with certain covenants, under present law, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Internal Revenue Code of 1986, as amended, but is taken into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations. Failure to comply with certain of such Village covenants could cause interest on the Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering our opinion on tax exemption, we have relied on the mathematical computation of the yield on the Bonds and the yield on certain investments by Stanley P. Stone & Associates, Inc., New York, New York.

We express no opinion herein as to the accuracy, adequacy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

In rendering this opinion, we have relied upon certifications of the Village with respect to certain material facts within the Village's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

TYPE:
Ordinance

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
6/25/2013

DESCRIPTION:

Ordinance authorizing and providing for the issue of a \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes 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:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:
APPROVED AFL 6-0

DATE:
6/18/2013

BACKGROUND:

This Ordinance authorizes and provides for the issuance of bonds for the Special Service Area #9. The total not to exceed amount for this issuance is \$3,785,000. On December 14, 2010 the Village established Special Service Areas 3 through 9 in the Northern Business District in order to provide certain services, namely, street reconstruction, street lighting conduit improvements and sanitary sewer improvements. On September 25 the Village issued bonds in the amount of \$7,204,000 for special areas 3 – 8. Additionally, work has been completed in those special service areas. Construction (as well as financing) in Special Service Area #9 was held up due to a litigation that has since been ruled in the Village's favor and upheld by the Illinois Appellate Court.

In April 2011, the Village Board approved TIF #12. The TIF #12 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 July 19, 2011, the Village issued \$17,975,000 in Tax exempt General Obligation Bonds. The July issuance constitutes the "Village's" portion of funding for expenses for the Northern Business District improvements. The \$7,204,000 SSA 3-8 bonds issued in September of 2011 along with the \$3,785,000 proposed bond issuance for SSA 9 represent the "business owners" portion of funding for the Northern Business District Improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary analysis statement prepared by Speer Financial for the Board's review. A copy of the preliminary official statement is included with the actual Ordinance is still being drafted by Speer pending final pricing and ratings review.

A representative from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

KEY ISSUES:

Northern Business District Special Service Area #9.

ALTERNATIVES:

1. Approve the proposed Bond Ordinance

2. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance.

BUDGET IMPACT:

A total budget impact of \$5,757,216.58 interest expense payable over the next 20 years will be offset by additional Special Service Area Property Taxes.

ACTION REQUIRED:

Approval of Ordinance.

ATTACHMENTS:

Name:

Description:

☐ [2_2013A_Ordinance.doc](#)

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issue of \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes 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 on the 25th day of June 2013.

Published in Pamphlet Form by the Authority of the President and Board of Trustees on the ____ day of June 2013.

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

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issue of \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

– 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 “*Act*”).

B. The President and Board of Trustees of the Village (the “*Corporate Authorities*”) have heretofore determined and do hereby determine that 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 undertake certain capital projects including street reconstruction, sanitary sewer improvements and street lighting conduit improvements in and for Special Service Area Number 9 (the “*SSA*”) established by the Village in the North Industrial District of the Village pursuant to an ordinance adopted for the SSA on the 8th day of March 2011; 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 (collectively, the “*SSA Project*”, or simply the “*Project*”).

C. The Corporate Authorities estimate the remaining unfunded costs of the SSA Project and including legal, financial, accounting and other services related to the

accomplishment of the SSA Project and the issuance of bonds therefor; bond discount; capitalized bond interest; 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 \$_____.

D. There are no funds currently or expected to be on hand and lawfully available to pay the Project Costs, and it will be necessary to borrow \$_____ to pay the Project Costs.

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 purposes set forth in the Project; there exist sources of funds for the project, to-wit, (i) the ad valorem property taxes levied and collected in the SSA for the payment of bonds (the “*SSA Bonds*”) issued for the SSA for the payment of projects therein (the “*SSA Taxes*”); and (ii) all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act, as supplemented and amended, or substitute taxes as may be provided in the future (the “*Telecom Taxes*”, and together with the SSA Taxes, the “*Pledged Revenues*”), which sources are other than enterprise revenues as defined in the Debt Reform Act, and are 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 26th day of October 2010, adopted an ordinance (the “*Authorizing Ordinance*”), authorizing the issuance of certain alternate bonds, being general obligation bonds payable from the Pledged Revenues, in an amount not to exceed \$11,000,000 for the Project Costs.

G. On the 5th day of November 2010, 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 have 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 acting Village Clerk of the Village (the "*Village Clerk*"), requesting that the question of the issuance of any of the alternate Bonds be submitted to referendum.

I. Pursuant to said authorization, the Village has heretofore issued its \$7,205,000 General Obligation Bonds (Alternate Revenue Source), Series 2011B, dated October 3, 2011 (the "*Prior Alternate Bonds*").

J. The Corporate Authorities are now authorized to issue the alternate bonds pursuant to this Ordinance to the amount of \$_____ in accordance with the provisions of the Act and the Debt Reform Act, and the Corporate Authorities hereby determine that it is necessary and advisable that there be issued at this time \$_____ of the alternate bonds so authorized (the "*Alternate Bonds*").

K. The Alternate Bonds will be payable from the Pledged Revenues and the Property Taxes, as defined in this Ordinance.

L. The Telecom Taxes are pledged to the Alternate Bonds ratably and equally with the outstanding Prior Alternate Bonds.

M. 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.

N. 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.

O. 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 Village Clerk; and the Determination of Sufficiency is hereby approved by the Corporate Authorities.

P. 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 26th day of October 2010, executed an Order calling a public hearing (the “*Hearing*”) for the 23rd day of November 2010, concerning the intent of the Corporate Authorities to sell the Alternate Bonds for the Project.

Q. 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.

R. The Hearing was held on the 23rd day of November 2010, 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.

S. The Hearing was finally adjourned on the 23rd day of November 2010, and not less than seven (7) days have passed since the final adjournment of the Hearing.

T. 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.”

U. The County Clerks of DuPage and Cook Counties, 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 SSA 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.

Act

Alternate Bonds

Authorizing Ordinance

Corporate Authorities

County Clerks

Debt Reform Act

Determination of Sufficiency

Hearing

Pledged Revenues

President

Prior Alternate Bonds

Project

Project Costs

Report

SSA

SSA Bonds

SSA Project

SSA Taxes

Tax Limitation Law

Telecom Taxes

Village

Village Clerk

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

“Additional Bonds” means any alternate bonds issued in the future in accordance with the provisions of the Act on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“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 12) 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, 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.

“Bonds” means the General Obligation Bonds (Alternate Revenue Source), Series 2013A, 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 22) this Ordinance.

“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.

“Designated Officers” means the President, Village Clerk, Village Treasurer and Village Manager, or any of them acting together, and successors and assigns.

“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.

“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, Prior Alternate 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 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, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America with a bank or trust company acting as escrow agent, 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 or Additional Bonds.

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

“Project Fund” means the Fund established hereunder and further described in (Section 13) this Ordinance.

“Property 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.

“Purchase Price” means the price paid by the Purchaser for the Bonds, being \$_____, plus accrued interest, if any, to the date of delivery.

“Purchaser” means the purchaser of the Bonds, namely, Bernardi Securities, Inc., Chicago, Illinois.

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

“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.

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 SSA 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. 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 \$_____. The Bonds shall be issued and shall be designated “*General Obligation Bonds (Alternate Revenue Source), Series 2013A.*” The Bonds shall be dated the date of issuance, 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 on December 15 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		

Those of the Bonds due on December 15, 20__ 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 (\$)

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, 2013. 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 of the Bond Registrar maintained for the purpose in Chicago, Illinois, or at successor Bond Registrar or locality.

Section 5. 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 Village 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 6. Redemption.

A. *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 any order of maturity 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.

B. *Term Bonds; Mandatory Redemption and Covenants.* 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 7. 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 corporate trust office of 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 hereinafter defined), 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 8. Book-Entry System Authorized; Registration of Bonds; Owners.

A. 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 Village Clerk, 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.

B. The Village shall cause books (the "*Bond Register*" as herein defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the corporate trust 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 is authorized to prepare, 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 such office of 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 maintained for such purpose, duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same 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 Bonds of each maturity authenticated by the Bond Registrar shall not at any one time 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 his 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 9. 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 COOK
VILLAGE OF BENSENVILLE
GENERAL OBLIGATION BOND
(ALTERNATE REVENUE SOURCE), SERIES 2013A**

See Reverse Side for
Additional Provisions.

Interest Maturity Dated
Rate: _____% Date: December 15, _____ Date: _____, 2013 CUSIP: _____

Registered Owner:

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality 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, 2013, 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 offices 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 Property Taxes, and the segregation of all Pledged Moneys 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 Village 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:

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

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:
The Bank of New York Mellon Trust
Company, National Association
Chicago, Illinois

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 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION,
as Bond Registrar

By _____
Authorized Officer

[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 \$_____ 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 (the “*Debt Reform Act*”). The Bonds are also issued pursuant to the Illinois Municipal Code, as supplemented and amended, for the purpose of funding certain Project Costs in the Village.

The Bonds are payable from the Pledged Revenues of the Village and the Property Taxes of the Village. The Bonds are issued on a parity with the Prior Alternate Bonds to the extent the Prior Alternate Bonds are payable from the Telecom Taxes.

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 26th day of October 2010,

and by a more complete bond ordinance passed by the Corporate Authorities on the 25th day of June 2013 (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 Property 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.

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 10. Sale of Bonds. The Bonds hereby authorized shall be sold and executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to the Purchaser upon receipt of the Purchase Price, plus accrued interest to the date of delivery. The contract for the sale of the Bonds to the Purchaser presented to the Board at this time is hereby approved and confirmed, it being hereby found and determined that said contract is in the best interests of the Village and that no person holding an office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds. The Designated Officers are hereby authorized to execute said bond purchase contract as

acceptance thereof, together with such additional documents, certificates and agreements, including but not limited to a Tax Exemption Certificate and Agreement relating to the Bonds, as shall be deemed necessary by Bond Counsel and the Purchaser to effectuate the issuance and delivery of the Bonds. The Preliminary Official Statement of the Village, relating to the Bonds and heretofore presented to the Board is hereby ratified and approved. The Official Statement of the Village, to be dated within seven days of the date of adoption hereof, relating to the Bonds (the “*Official Statement*”) is hereby approved, 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.

Section 11. 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 Property Taxes shall be extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in this Ordinance (Section 14), 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 Act.

Section 12. Bond Fund. 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 2013A, Bond Fund*” (the “*Bond Fund*”). The Bond Subaccount, as separately created and provided for in the ordinance authorizing the SSA Bonds adopted this day (the “*SSA Bond Ordinance*”), shall be deemed a part of the Bond Fund and applicable as provided therein. The purpose of the Bond Fund is to receive all moneys appropriated for the payment of the Bonds, including the Pledged Revenues and the Property Taxes, and also including the 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 Property Taxes deposited into the Bond Fund for the purpose of abating the then current Property 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. Moneys shall not be deposited to provide for abatement for a particular year prior to December 15 of such year (being the levy year preceding interest and principal payments payable from such levy). The Bond Fund and its respective accounts 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 16 hereof). Any Property Taxes received by the Village shall also promptly be deposited into the Bond Fund. Property 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. Bond Moneys on deposit in the Bond Fund shall be used as follows:

A. 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

B. 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 Property Taxes. The Village and its officers will comply with all present and future applicable laws in order to assure that the Property Taxes, to the extent necessary, may be levied, extended and collected as provided herein and deposited into the Bond Fund. As provided below in the text of this Ordinance, upon delivery of the Bonds, the SSA Bonds shall be acquired as an asset of the Bond Fund.

Section 13. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, 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 first 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 2013A SSA Acquisition Fund*” (hereinafter, the “*Acquisition Fund*”). At the delivery of the Bonds, moneys in the Acquisition Fund shall be withdrawn for the acquisition of the SSA Bonds, which shall be acquired for the purchase price of the par value of the SSA Bonds. The SSA Bonds shall thereupon become an asset of the Bond Fund established by this Ordinance.

D. There is hereby created and established a separate fund of the Village designated as the “*Series 2013A SSA Project Fund*” (hereinafter, the “*Project Fund*”), which shall hold the SSA Bonds project fund subaccount, as separately created and provided for in the SSA Bond Ordinance.

E. 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, including the subaccounts thereof, 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 14. 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 Property Taxes):

FOR THE YEAR

A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF:

2013	for interest and principal to and including December 15, 2014
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
2030	for interest and principal
2031	for interest and principal

Section 15. Filing with County Clerks. After this Ordinance becomes effective, a copy hereof, certified by the Village 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 Property 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 Property Taxes for deposit to the credit of the Bond Fund, and in said years the Property 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 Property Taxes are hereby

irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 16. Abatement of Property Taxes. Not earlier than December 16 and not later than the last date in any tax year that the County Clerks will accept the filing of an ordinance levying a tax to be extended during such tax year for the payment of principal of and interest on general obligation bonds, the Village Treasurer will determine the amount of Pledged Revenues and Moneys from Other Sources then on deposit in the Bond Fund. The Village Treasurer will set forth the aggregate amount of Pledged Revenues and the Money from Other Sources which are then on deposit and available for the purpose of abating the Property Taxes to be extended during that tax year and will transmit such information to the Corporate Authorities.

By proper proceedings the Village Board will thereafter abate the Property Taxes by the amount so deposited in the Bond Fund.

Section 17. Pledged Revenues; General Covenants. The Village covenants and agrees with the holders of the Bonds that, so long as any Bonds remain Outstanding:

A. The Pledged Revenues are hereby pledged to the payment of the Bonds and the Prior Alternate Bonds; and the Corporate Authorities covenant and agree to provide for, collect, and apply the Pledged Revenues to the payment of all of such bonds as are from time to time Outstanding Bonds and the provision of not less than an additional 0.25 times debt service thereon, taking into account the pledge of the Telecom Taxes to the payment on the Prior Alternate Bonds, all in accordance with Section 15 of the Debt Reform Act. The Bonds are issued on a parity with the Prior Alternate Bonds to the extent the Bonds and the Prior Alternate Bonds are payable from the Telecom Taxes.

B. The Village will punctually pay or cause to be paid 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.

C. The Village will pay and discharge or cause to be paid and discharge any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, upon any of the Bond Moneys, or upon any such funds in the hands of the Bond Registrar, or which might impair the security of the Bonds. Nothing in the text of this Ordinance 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.

D. 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 Revenues and the Bond Fund.

E. 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.

F. 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 holders of the Bonds of the rights and benefits provided in this Ordinance.

G. 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 collect the Pledged Revenues. The Village and its officers will comply with all present and future applicable laws in order to

assure that the Pledged Revenues and the Property Taxes may be collected and deposited into the Bond Fund.

H. Once issued, the 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, in addition to the Pledged Revenues, from the levy of the Property Taxes as provided in the Debt Reform Act.

Section 18. Additional Bonds. The Village reserves the right to issue Additional Bonds without limit from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds.

Section 19. 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 to be included in 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 counsel approving

the Bonds; (c) to consult with such 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 20. 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) Not more than 5% of the amounts necessary to pay the principal of and interest on the Bonds will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) 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, 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.

(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 21. Registered Form. The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 22. Continuing Disclosure Undertaking. The Designated Officers are hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure

Undertaking (the “*Continuing Disclosure Undertaking*”) in customary form as approved by the Village Attorney. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on 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 23. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and 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 24. 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 Property 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 Property Taxes.

Section 25. 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 26. 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 Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 27. 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 28. 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 29. 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 25, 2013.

APPROVED: June 25, 2013.

President

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in pamphlet form by authority of the Board on June __, 2013.

RECORDED in the Village Records on June 25, 2013.

ATTEST:

Village 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 25th day of June 2013.

The President called the meeting to order and directed the Village 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.

* * * * *

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE authorizing and providing for the issue of \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes 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 Special Service Area Number 9 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 Village 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.

Village 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 and acting Village 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 25th day of June 2013, insofar as same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE authorizing and providing for the issue of \$ _____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes 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 at least 96 hours in advance of the

holding of the Meeting, and remained continuously posted until on or after the adjournment of the Meeting; that at least one copy of the Agenda was continuously available for public review during the entire 96-hour period preceding said 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 25th day of June 2013.

Village Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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*") of the Village.

I do further certify that on the ____ day of June 2013 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE authorizing and providing for the issue of \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes to pay the same, and for the collection, segregation and application of certain Village revenues to pay said bonds.

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

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of June 2013.

Village 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 _____ 2013 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 \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes 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 25th day of June 2013, 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 _____ 2013.

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 _____ 2013 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 \$_____ General Obligation Bonds (Alternate Revenue Source), Series 2013A, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of financing infrastructure improvements in Special Service Area Number 9 established in the Village, prescribing the details of said bonds and providing for the imposition of taxes 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 25th day of June 2013, 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 _____ 2013.

County Clerk of
The County of Cook, Illinois

[SEAL]

TYPE:
Ordinance

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
6/25/2013

DESCRIPTION:

Ordinance authorizing and providing for the issuance of \$ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:
APPROVED AFL 6-0

DATE:
6/18/2013

BACKGROUND:

The Series 2013B General Obligation Refunding Bonds (Alternate Revenue Source) are being issued to refund the outstanding Series 2004D bonds. By doing this advanced refunding the Village will replace outstanding debt service of \$3,532,964.46 with new debt service of \$3,336,675.11. Savings are estimated at \$196,000 over the next 11 years.

The average coupon (interest rate) on the Series 2013B bonds is 2.11% versus 4.77% average rate on the outstanding portion of the existing bonds. The bonds mature on 12/1/2023 the same date as the existing outstanding bonds were set to mature.

This is straight refunding meaning the Village will simply have reduced debt service costs going forward. We will not be taking the savings up front, earmarking the savings for other spending purposes, or extending the debt out a longer term.

The original bonds were issued to finance various capital infrastructure improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary analysis statement prepared by Speer Financial for the Board's review. The preliminary official statement is included for the Board's review while the actual Ordinance is still being drafted by Speer pending final pricing and ratings review.

A representative from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

Please Note: All numbers are subject to change due to the fact that final pricing has not been set and interest rates change on a daily basis.

KEY ISSUES:

Refunding bonds to take advantage of the current interest rate environment.

ALTERNATIVES:

1. Approve the proposed Bond Ordinance

2. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance

BUDGET IMPACT:

At this time, total savings are estimated in excess of \$196,000 over the next 11 years. Reduced debt service ranges from a low of \$14,523 in 2017 to a high of \$32,792 in 2013.

ACTION REQUIRED:

Approval of Ordinance.

ATTACHMENTS:

Name:

Description:

☐ [2A 2013 B Supporting Documents.pdf](#)

Speer Analysis

☐ [3 Ordinance.doc](#)

Ordinance

☐ [4 Escrowagreement.doc](#)

Escrow Agreement

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B

For 2004D Refunding

Sources & Uses

Dated 06/15/2013 | Delivered 06/15/2013

Sources Of Funds

Par Amount of Bonds	\$2,560,000.00

Total Sources	\$2,560,000.00

Uses Of Funds

Total Underwriter's Discount (1.000%)	25,600.00

Costs of Issuance	25,000.00

Deposit to Net Cash Escrow Fund	2,509,208.45

Rounding Amount	191.55

Total Uses	\$2,560,000.00

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B

For 2004D Refunding

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2013	-	-	22,290.11	22,290.11
12/01/2014	45,000.00	1.000%	48,340.00	93,340.00
12/01/2015	265,000.00	1.100%	47,890.00	312,890.00
12/01/2016	270,000.00	1.200%	44,975.00	314,975.00
12/01/2017	270,000.00	1.400%	41,735.00	311,735.00
12/01/2018	270,000.00	1.650%	37,955.00	307,955.00
12/01/2019	280,000.00	1.900%	33,500.00	313,500.00
12/01/2020	280,000.00	2.150%	28,180.00	308,180.00
12/01/2021	290,000.00	2.400%	22,160.00	312,160.00
12/01/2022	290,000.00	2.500%	15,200.00	305,200.00
12/01/2023	300,000.00	2.650%	7,950.00	307,950.00
Total	\$2,560,000.00	-	\$350,175.11	\$2,910,175.11

Yield Statistics

Bond Year Dollars	\$16,565.44
Average Life	6.471 Years
Average Coupon	2.1138890%
Net Interest Cost (NIC)	2.2684276%
True Interest Cost (TIC)	2.2699674%
Bond Yield for Arbitrage Purposes	2.1019321%
All Inclusive Cost (AIC)	2.4361896%

IRS Form 8038

Net Interest Cost	2.1138890%
Weighted Average Maturity	6.471 Years

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013 B

For 2004D Refunding

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
12/01/2013	22,290.11	208,100.00	230,390.11	263,181.88	32,791.77
12/01/2014	93,340.00	218,400.00	311,740.00	328,563.76	16,823.76
12/01/2015	312,890.00	-	312,890.00	330,163.76	17,273.76
12/01/2016	314,975.00	-	314,975.00	331,033.76	16,058.76
12/01/2017	311,735.00	-	311,735.00	326,258.76	14,523.76
12/01/2018	307,955.00	-	307,955.00	325,918.76	17,963.76
12/01/2019	313,500.00	-	313,500.00	328,056.26	14,556.26
12/01/2020	308,180.00	-	308,180.00	324,406.26	16,226.26
12/01/2021	312,160.00	-	312,160.00	326,918.76	14,758.76
12/01/2022	305,200.00	-	305,200.00	323,737.50	18,537.50
12/01/2023	307,950.00	-	307,950.00	324,725.00	16,775.00
Total	\$2,910,175.11	\$426,500.00	\$3,336,675.11	\$3,532,964.46	\$196,289.35

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	176,307.73
Net PV Cashflow Savings @ 2.436%(AIC)	176,307.73
Contingency or Rounding Amount	191.55
Net Present Value Benefit	\$176,499.28
Net PV Benefit / \$2,350,000 Refunded Principal	7.511%
Net PV Benefit / \$2,560,000 Refunding Principal	6.895%

Refunding Bond Information

Refunding Dated Date	6/15/2013
Refunding Delivery Date	6/15/2013

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B

For 2004D Refunding

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
12/01/2013	-	55,081.88	55,081.88	-	55,081.88	55,081.88
06/01/2014	-	55,081.88	55,081.88	-	55,081.88	55,081.88
12/01/2014	2,350,000.00	55,081.88	2,405,081.88	-	55,081.88	55,081.88
06/01/2015	-	-	-	-	55,081.88	55,081.88
12/01/2015	-	-	-	220,000.00	55,081.88	275,081.88
06/01/2016	-	-	-	-	50,516.88	50,516.88
12/01/2016	-	-	-	230,000.00	50,516.88	280,516.88
06/01/2017	-	-	-	-	45,629.38	45,629.38
12/01/2017	-	-	-	235,000.00	45,629.38	280,629.38
06/01/2018	-	-	-	-	40,459.38	40,459.38
12/01/2018	-	-	-	245,000.00	40,459.38	285,459.38
06/01/2019	-	-	-	-	34,028.13	34,028.13
12/01/2019	-	-	-	260,000.00	34,028.13	294,028.13
06/01/2020	-	-	-	-	27,203.13	27,203.13
12/01/2020	-	-	-	270,000.00	27,203.13	297,203.13
06/01/2021	-	-	-	-	20,959.38	20,959.38
12/01/2021	-	-	-	285,000.00	20,959.38	305,959.38
06/01/2022	-	-	-	-	14,368.75	14,368.75
12/01/2022	-	-	-	295,000.00	14,368.75	309,368.75
06/01/2023	-	-	-	-	7,362.50	7,362.50
12/01/2023	-	-	-	310,000.00	7,362.50	317,362.50
Total	\$2,350,000.00	\$165,245.64	\$2,515,245.64	\$2,350,000.00	\$756,464.46	\$3,106,464.46

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/15/2013
Average Life	6.750 Years
Average Coupon	4.7685515%
Weighted Average Maturity (Par Basis)	6.750 Years

Refunding Bond Information

Refunding Dated Date	6/15/2013
Refunding Delivery Date	6/15/2013

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

Adopted by the President and Board of Trustees on the 25th day of June 2013.

Published in Pamphlet Form by the Authority of the President and Board of Trustees on the ____ day of June 2013.

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

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

— **WHEREAS** —

A. The Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), is a duly organized and existing municipality 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*”).

B. The Village has heretofore issued and there are now outstanding certain General Obligation Bonds (Alternate Revenue Source), Series 2004D (the “*Prior Bonds*”), which are alternate bonds issued pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Reform Act*”).

C. The President and Board of Trustees of the Village (the “*Board*”) have heretofore and it hereby expressly is determined that it is advisable and necessary and in the best interests of the Village that a portion of the Prior Bonds (being the “*Refunded Bonds*”) be refunded in advance of maturity (the “*Refunding*”) in order to realize debt service savings.

D. The specific Refunded Bonds are specifically identified in an Escrow Agreement as hereinafter authorized to be executed by and on behalf of the Village as hereinafter provided.

E. The estimated costs of effectuating the Refunding, including, as applicable, such expenses and contingencies, is not more than \$_____ plus investment earnings thereon, and there are insufficient funds on hand and lawfully available to pay such costs.

F. For the purpose of the Refunding and in accordance with the provisions of the Reform Act, the Board is authorized to issue alternate bonds, being general obligation bonds payable from the Pledged Revenues (as hereinafter defined).

G. The Refunding constitutes a lawful corporate purpose within the meaning of the Debt Reform Act.

H. The term of the alternate bonds to be issued for the Refunding will not be longer than the term of the Refunded Bonds, and the debt service payable in any year on the alternate bonds to be issued will not exceed the debt service payable in such year on the Refunded Bonds; and, accordingly, under the provisions of the Reform Act, no authorizing proceedings or backdoor referendum or calculation of sufficiency of alternate revenues sources are required.

I. The Board is now authorized to issue alternate bonds in the amount of \$_____ in accordance with the provisions of the Reform Act, and the Board hereby determines that it is necessary and desirable to issue \$_____ of the bonds so authorized.

L. The alternate bonds to be issued will be payable from the Pledged Revenues and the Pledged Taxes (as hereinafter defined).

M. The Property Tax Extension Limitation Law of the State of Illinois (the "*Property Tax Extension 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 1-5 of the Property Tax Extension Limitation Law does not include extensions made for alternate bonds issued under Section 15 of the Reform Act (as are the alternate bonds to be issued as provided for herein).

N. The County Clerks of The Counties of DuPage and Cook, Illinois (the "*County Clerks*") are therefore authorized to extend and collect the Pledged Taxes for the payment of the Bonds 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.

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

Board

County Clerks

Municipal Code

Prior Bonds

Property Tax Extension Limitation Law

Reform Act

Refunded Bonds

Refunding

Village

B. The words and terms used in this Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

“Additional Bonds” means any bonds or obligations issued in the future on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“Alternate Bonds” means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Reform Act, and includes, expressly, any Prior Bonds remaining outstanding following the Refunding and the Bonds.

“Applicable Law” means the Municipal Code and the Reform Act, collectively.

“Bond” or *“Bonds”* or *“2013B Alternate Bonds”* means one or more, as applicable, of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, authorized to be issued by this Ordinance.

“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 2013B Alternate Bond Fund established hereunder and further described by (Section 14 of) this Ordinance.

“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, having trust powers, or a successor bank with trust powers or a trust company, duly authorized to do business as bond registrar and paying agent as herein required.

“Bond Year” means that twelve-calendar month period beginning on December 2 of any calendar year and ending on the subsequent December 1.

“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.

“Depository” means The Depository Trust Company, New York, New York, as securities depository for the Bonds hereunder, or successor or assign duly qualified to act as a securities depository under this Ordinance.

“Designated Officers” means the President, Village Clerk, Village Treasurer and Village Manager, or any of them acting together, and successors or assigns.

“Escrow Agent” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, or such other bank or trust company so named in the Escrow Agreement.

“Escrow Agreement” means the written agreement by and between with Village and the Escrow Agent pursuant to which the Refunded Bonds shall be refunded, as set forth in *Exhibit A*.

“Fiscal Year” means that twelve-calendar month period selected by the Board as the fiscal year for the Village.

“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.

“Interest Payment Date” means a Stated Maturity of interest on the Bonds.

“Interest Requirement” means for any Bonds or Additional Bonds, and for any Bond Year the aggregate amount of interest on such Bonds or Additional Bonds having a Stated Maturity during such Bond Year.

“Ordinance” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented.

“Outstanding” or *“outstanding”* refers to Bonds, the Prior Bonds or Additional Bonds which are outstanding and unpaid; *provided, however*, such term shall not include Bonds or Additional Bonds which (i) have matured and for which moneys are on deposit with proper escrow agents or similar institutions having trust powers, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or direct, full faith and credit obligations of the United States of America, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America with a bank or trust company acting as escrow agent, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all of the principal of and interest and any applicable premium on such Bonds, the Prior Bonds or Additional Bonds.

“Pledged Moneys” means, collectively, Pledged Revenues and Pledged Taxes as both are defined herein.

“Pledged Revenues” means the collections by the Village of certain license and permit fees imposed by the Village pursuant to the Municipal Code.

“Pledged 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 all the Bonds.

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

“Purchase Price” means \$_____, being the purchase price paid by the Purchaser for the Bonds.

“Purchaser” means Bernard Securities, Inc. Chicago, Illinois.

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

“*Record Date*” means the fifteenth day next preceding an Interest Payment Date and fifteen days prior to any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“*Stated Maturity*” when used with respect to any Bond or Additional Bond or any interest thereon means the date specified in such Bond or Additional Bond as the fixed date on which the principal of such Bond or Additional 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.

Section 2. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and hereby incorporates 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 Refunding for the public purpose of achieving debt service savings and to provide for the public health, safety and welfare, and to issue the Bonds to enable the Village to pay the costs thereof.

Section 4. Bond Details. For the purpose of providing for the payment of the costs of the Refunding, there shall be issued and sold the Bonds in the principal amount of \$_____. The Bonds shall each be designated “General Obligation Refunding Bond (Alternate Revenue Source), Series 2013B,” and be dated the date of issuance thereof, and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered in such reasonable

fashion as may be selected by the Bond Registrar, and shall mature serially on December 1 of the years, in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		

Those of the Bonds due on December 1 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 1 of the years and in the amounts as follows:

[None, there are no Term Bonds.]

Each Bond shall bear interest from the later of its Dated Date as hereinabove provided 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 semiannually on June 1 and December 1 of each year, commencing on December 1, 2013. 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 of the Bond Registrar maintained for the purpose in Chicago, Illinois, or at successor Bond Registrar or locality.

Section 5. Execution; Authentication. The Bonds shall be executed on behalf of the Village with the manual or duly authorized facsimile signature of the President and attested with the manual or duly authorized facsimile signature of the Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any 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 6. Redemption.

A. *Optional Redemption.* The Bonds are not subject to optional redemption prior to maturity.

B. *Term Bonds; Mandatory Redemption and Covenants.* 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 1 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 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 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 7. 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 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 corporate trust office of the Bond Registrar so maintained for such purpose.

C. *Bonds Shall Become Due.* 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.

D. *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 hereinafter defined), as registered owner, of the foregoing notice.

E. *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.

F. *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.

G. *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.

H. *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.

I. *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 8. Book-Entry System Authorized; Registration of Bonds; Owners.

A. 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 Village Clerk, 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.

B. The Village shall cause books (the "*Bond Register*" as herein defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the corporate trust 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 is authorized to prepare, 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 such office of 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 maintained for such purpose, duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same 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 Bonds of each maturity authenticated by the Bond Registrar shall not at any one time 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 his 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 9. Form of Bond. 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 COOK

VILLAGE OF BENSENVILLE

**GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2013B**

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: December 1, _____ Date: _____, 2013 CUSIP _____

Registered Owner:

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality 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 as hereinafter provided, on the Maturity Date identified above (subject to 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 semiannually on June 1 and December 1 of each year, commencing on December 1, 2013, until the Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The Principal Amount of this Bond and premium, if

any, hereon are payable in lawful money of the United States of America upon presentation at the offices of The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent (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 Pledged Taxes, and the segregation of the Pledged Moneys 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 Bond Trustees, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village 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:

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

[SEAL]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, _____

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois.

The Bank of New York Mellon Trust
Company, National Association,
Chicago, Illinois
as Bond Registrar

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

**GENERAL OBLIGATION REFUNDING BOND
(ALTERNATE REVENUE SOURCE), SERIES 2013B**

This bond and the bonds of the series of which it forms a part (*“Bond”* and *“Bonds”* respectively) are of an authorized issue of \$_____ of like dated date and tenor except as to maturity, rate of interest [and right of redemption] and are issued pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act (the *“Reform Act”*), all acts of the General Assembly of the State of Illinois, and as supplemented and amended (*“Applicable Law”*), for the purpose of paying the costs of the Refunding, as more fully described in the Ordinance as hereinbelow defined. The Bonds are issued pursuant to an ordinance passed by the Board on the 25th day of June 2013 (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.

The Bonds are payable from (i) ratably and equally with certain heretofore issued and now outstanding General Obligation Bonds (Alternate Revenue Source), Series 2004D, the

collections by the Village of certain license and permit fees imposed by the Village pursuant to the Municipal Code (*“Pledged Revenues”*) and (ii) *ad valorem* taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the *“Pledged Taxes”* and, together with the Pledged Revenues, the *“Pledged Moneys”*), all in accordance with the provisions of the Applicable Law.

This Bond shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been 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, the Pledged Taxes and the Pledged Revenues shall be deposited into the 2013B Alternate Bond Fund, which shall be used only and has been heretofore pledged for the purposes as set forth in the Reform Act, and in making all payments required to maintain the accounts established under the Ordinance. Bonds may be issued in the future to share in the Pledged Revenues on a parity as to lien with the Bonds as provided in the Ordinance and the Applicable Law. The Pledged Taxes secure, solely and only, the Bonds, and are not pledged to and will not be available for payment of any Additional Bonds.

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

[Identifying Numbers]

(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 transfer and 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 10. Treatment of Bonds As Debt. The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in (Section 13 of) this Ordinance, 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 11. Investments. The moneys on deposit in the Bond Fund and the various accounts therein 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 Bond Fund and such accounts have been created. In addition, the Village Treasurer shall (with or without direction from the Board) sell such investments when necessary to remedy any deficiency in the Bond Fund and such accounts. All investment earnings shall be attributed to the fund or account for which the investment was made.

Section 12. Pledged Revenues Pledged. The Village hereby pledges the Pledged Revenues, ratably and equally with the Prior Bonds, to the payment of the Bonds as hereinabove provided, and the Board covenants and agrees to provide for, collect and apply Pledged Revenues to the payment of the Bonds and the Prior Bonds as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this Section shall be supported by reference to the most recent audit of the Village, and the reference to and acceptance of such audit by the

Board shall be conclusive evidence that the conditions of Section 15 of the Reform Act have been met.

Section 13. Pledged Taxes; Tax Levy. The Bonds are Alternate Bonds. For the purpose of providing funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the 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 for each of the years while the Bonds or any of them are Outstanding, 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 “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF (\$):
2013	for interest and principal up to and including December 1, 2014
2014	for interest and principal
2015	for principal and interest
2016	for principal and interest
2017	for principal and interest
2018	for principal and interest
2019	for principal and interest
2020	for principal and interest
2021	for principal and interest
2022	for principal and interest

Following any extension of Pledged Taxes, interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Section 14. Filing with County Clerks; Bond Fund; Deposit of Pledged Revenues. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks. The County Clerks shall in and for each of the years required

ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks 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 the County Clerks, or other appropriate officer or designee, shall remit the Pledged Taxes for deposit to the credit of a special fund, hereby created, to be designated the “*2013B Alternate Bond Fund*” (the “*Bond Fund*”), and in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds. There is hereby expressly created within the Bond Fund a subaccount to be known as the “*2013B Pledged Revenues Subaccount*” which subaccount shall be the fund to receive deposits, if any, of Pledged Revenues for the payment of the Principal Requirement or the Interest Requirement for the Bonds. The Village Treasurer is hereby expressly authorized and directed to make such deposits from time to time of Pledged Revenues as may be necessary to assure the full and timely abatement of the Pledged Taxes, it being the express intent of the Board that the Pledged Revenues, or any portion thereof, shall be the source of payment of debt service on the Bonds. It is hereby expressly agreed and provided that all amounts on deposit in and to the credit of the 2013B Pledged Revenues Subaccount shall be fully drawn down to pay debt service on the Bonds prior to any expenditure of the Pledged Taxes therefor.

Section 15. Abatement of Pledged Taxes. Not earlier than December 2 and not later than the last date in any tax year that the County Clerks will accept the filing of an ordinance levying a tax to be extended during such tax year for the payment of principal of and interest on general obligation bonds, the Village Treasurer shall determine the amount of Pledged Revenues

then on deposit in the 2013B Pledged Revenues Subaccount. The Village Treasurer shall set forth the aggregate amount of Pledged Revenues which are then on deposit and available for the purpose of abating the Pledged Taxes to be extended during that tax year and shall transmit such information to the Board.

The Board shall direct the abatement of the Pledged Taxes and shall authorize the transfer to the Bond Fund of the amount of Pledged Revenues so determined to be available for such abatement. By proper proceedings the Board shall thereafter abate the Pledged Taxes by the amount so transferred to and deposited into the Bond Fund.

Section 16. 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 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 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 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 Pledged Revenues as provided herein and, if applicable, will deposit the Pledged 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 Pledged Revenues, (ii) to levy the Pledged Taxes or (iii) 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 Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited to the credit of the respective Accounts of the Bond Fund, all 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 Pledged Revenues, as herein provided, and from the levy of the Pledged Taxes, all as provided in the Reform Act.

Section 17. Additional Bonds. The Village reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, or from 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 the Prior Alternate Bonds; *provided, however,* that no Additional Bonds shall be issued except upon compliance with the provisions of the Reform Act as the Reform Act is written at this time. The Village expressly reserves the right to issue bonds or other obligations which are secured by the Pledged Revenues on a subordinate lien basis to the Outstanding Bonds without limit.

Section 18. Payment and Discharge; Refunding. The Bonds may be discharged, payment provided for, and the Village's liability terminated as follows:

(a) *Discharge of Indebtedness.* If (i) the Village shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar shall have been paid, and (iii) the Village shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Village shall pay or cause to be paid to the registered owners of all Outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and

herein, such Bonds shall cease to be entitled to any lien, benefit or security under this Ordinance, and all covenants, agreements and obligations of the Village to the holders of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) *Provision for Payment.* Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Bond Registrar (whether upon or prior to the maturity or the redemption date of such Bonds) or similar institution having trust powers shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; *provided, however,* that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Bond Registrar shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds.

The Village may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Village may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Termination of Village's Liability.* Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Bond Registrar or similar institution having trust powers of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the Village in respect of such Bond or Bonds shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Bond Registrar or similar institution as aforesaid for their payment.

Section 19. Sale of the Bonds. The Bonds hereby authorized shall be sold and executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to the Purchaser upon receipt of the Purchase Price, plus accrued interest to the date fixed for delivery of the Bonds. The contract for the sale of the Bonds to the Purchaser presented to the Board at this time is hereby approved and confirmed, it being hereby found and determined that said contract is in the best interests of the Village and that no person holding an office of the Village, either by election or appointment,

is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds. The Designated Officers are hereby authorized to execute said bond purchase contract as acceptance thereof, together with such additional documents, certificates and agreements, including but not limited to a Tax Exemption Certificate and Agreement relating to the Bonds, as shall be deemed necessary by Bond Counsel and the Purchaser to effectuate the issuance and delivery of the Bonds. The Preliminary Official Statement of the Village, relating to the Bonds and heretofore presented to the Board is hereby ratified and approved. The Official Statement of the Village, to be dated within seven days of the date of adoption hereof, relating to the Bonds (the “*Official Statement*”) is hereby approved, 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.

Section 20. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received by the Village upon the sale of the Bonds shall be credited to the Bond Fund and applied to pay first interest 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 Bond Fund not more than six months from the date of issuance of the Bonds. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The remaining funds, together with such additional amounts as may be necessary or advisable, shall be used to effectuate the Refunding and to that end, shall be deposited in an irrevocable escrow account with the Escrow Agent, pursuant to an Escrow Agreement to be executed by the Designated Officers, said agreement to be in form as provided by Bond Counsel and approved by the Village Attorney. The Designated Officers are hereby authorized and directed to sign the Escrow Agreement in such form, with such changes, insertions, omissions and additions as they shall reasonably determine appropriate and necessary to constitute official approval thereof by the Board, it being the express intent of the Board that no further official action shall be required to approve same. The Purchaser, Farr, Miller & Washington LLC, Washington, D.C., and the Escrow Agent be and the same are each hereby authorized to act as agent for the Village in the purchase of the Government Securities described and set forth in the Escrow Agreement.

D. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Bonds, the Village by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds [maturing on and after December 1, 2015], for redemption on December 1, 2014, all as provided by the terms of the Escrow Agreement.

Section 21. Not Private Activity Bonds. None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No portion of the capital facilities financed with the proceeds of the Refunded Bonds or the Bonds has been or will be used, directly or indirectly, by any person other than a state or local governmental unit as a result of (i) ownership, (ii) actual

or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any similar arrangement, agreement or understanding, whether written or oral, except on the same basis as the general public.

B. No direct or indirect payments have been or are to be made on any Refunded Bond or any Bond with respect to any private business use by any person other than a state or local governmental unit.

C. None of the proceeds of the Refunded Bonds or the Bonds has been or is to be used, directly or indirectly, to make or finance loans to persons.

Section 22. General Arbitrage Covenants. The Village represents and certifies as follows with respect to the Bonds:

A. Except for the Bond Fund, including the 2013B Pledged Revenues Subaccount, 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 and such subaccount have been established and will be funded in a manner primarily to achieve a proper matching of tax revenues and debt service, and will be collectively depleted at least annually to an amount not in excess of 1/12 the particular annual debt service on the Bonds. Money deposited therein will be spent within a 13-month period beginning on the date of deposit, and investment earnings therein will be spent or withdrawn within a one-year period beginning on the date of receipt.

B. The investment of proceeds or funds related to the Bonds by the Village officers at a yield which is restricted to a lower yield than otherwise obtainable in order to meet any covenants relating to the Tax-exempt status of the Bonds, as advised by Bond

Counsel, or as otherwise determined to be necessary for such purpose, is expressly authorized and directed.

The Village also certifies and further covenants with the Purchaser and the registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be “*arbitrage bonds*” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

Section 23. Arbitrage Rebate. The Village represents and certifies as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate Requirement*”) to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, any Designated Officer hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village.

C. The financial officer of the Village shall, not less frequently than annually, cause to be determined the accrued liability under the Rebate Requirement. Said officer shall cause to be paid to the United States Treasury, without further order or direction from the Board, from time to time as required, amounts sufficient to meet the Rebate Requirement.

Section 24. Further Tax Covenants. The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be

Tax-exempt. 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 pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) 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 25. Registered Form. The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 26. Opinion of Counsel Exception. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, notwithstanding the covenants (in Sections 21 to 25) herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing relating to Tax-exempt bonds to the effect that use or investment of such moneys as contemplated will not result in any adverse effect on the Tax-exempt status of interest on the Bonds.

Section 27. Continuing Disclosure Undertaking. The Designated Officers are hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in customary form as approved by the Village Attorney. When the Continuing Disclosure Undertaking is executed and delivered on

behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on 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 28. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and 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 29. 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 Property 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 Property Taxes.

Section 30. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the Village and the registered owners of the Bonds, and the Escrow Agent under the Escrow Agreement, each in accordance with the terms hereof; and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 31. 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 Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 32. 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 33. 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 34. Effective Date. This Ordinance shall be effective immediately upon its passage by the Board, signing and approval by the President.

PASSED by the Board on June 25, 2013.

APPROVED: June 25, 2013.

President

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in pamphlet form by authority of the Board on June __, 2013.

RECORDED in the Village Records on June 25, 2013.

ATTEST:

Village Clerk

[SEAL]

EXHIBIT A

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 25th day of June 2013.

The President called the meeting to order and directed the Village 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.

* * * * *

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 refunding some or all of a previous series of alternate bonds heretofore issued by the Village, (2) that the bonds are issued as alternate revenue bonds pursuant to the Illinois Municipal Code and the 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 Village 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.

Village 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 and acting Village 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 25th day of June 2013, insofar as same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 at least 96 hours in advance of the

holding of the Meeting, and remained continuously posted until on or after the adjournment of the Meeting; that at least one copy of the Agenda was continuously available for public review during the entire 96-hour period preceding said 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 25th day of June 2013.

Village Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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*") of the Village.

I do further certify that on the ____ day of June 2013 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

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

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of June 2013.

[SEAL]

Village Clerk

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 _____ 2013, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 25th day of June 2013, 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 _____ 2013.

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 _____ 2013, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2004D Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 25th day of June 2013, 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 _____ 2013.

County Clerk of
The County of Cook, Illinois

[SEAL]

ESCROW AGREEMENT

This Escrow Agreement, dated as of _____, 2013, but actually executed on the date witnessed hereinbelow, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and The Bank of New York Mellon Trust Company, National Association, a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois (the "*Escrow Agent*"), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. "*Agreement*" means this Agreement between the Village and the Escrow Agent.

Section 1.02. "*Board*" means the President and Board of Trustees of the Village.

Section 1.03. "*Code*" means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

Section 1.04. "*Escrow Account*" means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.05. "*Escrow Agent*" means The Bank of New York Mellon Trust Company, National Association, a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

Section 1.06. “*Government Securities*” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement.

Section 1.07. “*Intended Government Securities*” means the Government Securities labeled as such in *Exhibit A*.

Section 1.08. “*Obligations*” means the \$_____ General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B (the “*2013B Bonds*”), \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C (the “*2013C Bonds*”), and \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D (the “*2013D Certificates*”), dated _____, 2013, authorized to be issued by the Obligation Ordinances.

Section 1.09. “*Obligation Ordinances*” means the ordinances adopted on the 25th day of June 2013, by the Board, authorizing the issuance of the Obligations.

Section 1.10. “*Paying Agent*” means (i) for the 2004D Bonds, The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as successor to J.P Morgan Trust Company, National Association, Chicago, Illinois, and (ii) for the 2003G Bonds, 2004E Bonds, and the 2004B Certificates, Amalgamated Bank of Chicago, Chicago, Illinois, as successor to Cole Taylor Bank, Chicago, Illinois, as registrar and paying agent for the Refunded Obligations, and any successor thereto.

Section 1.11. “*Refunded Obligations*” means the outstanding obligations of the Village as follows:

- (a) \$2,350,000 General Obligation Bonds (Alternate Revenue Source), Series 2004D, dated September 1, 2004 (the “*2004D Bonds*”), being a portion of the bonds outstanding from an issue in the original principal amount of \$4,000,000, fully

registered and without coupons, due serially on December 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2015	\$ 220,000	4.150%
2016	230,000	4.250%
2017	235,000	4.400%
2019	505,000	5.250%
2021	555,000	4.625%
2023	605,000	4.750%

(b) \$425,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2003G (the “2003G Bonds”), dated November 1, 2003, being all of the bonds outstanding from an issue in the original principal amount of \$2,200,000, fully registered and without coupons, due serially on May 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2014	\$ 125,000	4.30%
2015	150,000	4.40%
2016	150,000	4.45%

(c) \$1,575,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E (the “2004E Bonds”), dated August 1, 2004, being a portion of the bonds outstanding from an issue in the original principal amount of \$3,500,000, fully registered and without coupons, due serially on May 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2015	\$ 70,000	4.950%
2016	80,000	4.250%
2017	90,000	4.400%
2018	115,000	4.500%
2019	370,000	4.650%
2021	850,000	4.625%

(d) \$4,475,000 General Obligation Taxable Refunding Debt Certificates, Series 2004B, dated May 15, 2004 (the “2004B Certificates”), being a portion of the bonds outstanding from an issue in the original principal amount of \$10,000,000, fully

registered and without coupons, due on June 1, 2018, and bearing interest at the rate of 6.08% per annum.

Section 1.12. “*Substitute Government Securities*” means the Government Securities, if any, identified as such in Exhibit A-1.

Section 1.13. “*Treasurer*” means the Village Treasurer.

Section 1.14. “*Village*” means the Village of Bensenville, DuPage and Cook Counties, Illinois.

ARTICLE II

CREATION OF ESCROW

Section 2.01. The Village by the Obligation Ordinances has authorized the issue and delivery of the Obligations, proceeds of which, together with certain funds of the Village on hand and legally available for such purpose, are to be used to refund the Refunded Obligations by the deposit on demand and to purchase on behalf of the Village the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Refunded Obligations when due and upon redemption prior to maturity.

Section 2.02. The Village deposits \$_____ from the proceeds of the 2013B Bonds for the purchase of the Government Securities described in Part I of Exhibit A hereto and the funding of a beginning cash escrow deposit on demand in the amount of \$_____. Said beginning deposit and the Government Securities described in Part I of Exhibit A hereto are held in an irrevocable trust fund account for the Village to the benefit of the holders of the 2004D Bonds to pay the principal of and interest on the 2004D Bonds when due and upon redemption prior to maturity.

The Village deposits \$_____ from the proceeds of the 2013C Bonds for the purchase of the Government Securities described in Part II of Exhibit A hereto and the funding of

a beginning cash escrow deposit on demand in the amount of \$_____. Said beginning cash and the Government Securities described in Part II of Exhibit A hereto are held in an irrevocable trust fund account for the Village to the benefit of the holders of the 2003G Bonds to pay the principal of and interest on the 2003G Bonds when due and upon redemption prior to maturity.

The Village deposits \$_____ from the proceeds of the 2013C Bonds for the purchase of the Government Securities described in Part III of Exhibit A hereto and the funding of a beginning cash escrow deposit on demand in the amount of \$_____. Said beginning cash and the Government Securities described in Part III of Exhibit A hereto are held in an irrevocable trust fund account for the Village to the benefit of the holders of the 2004E Bonds to pay the principal of and interest on the 2004E Bonds when due and upon redemption prior to maturity.

The Village deposits \$_____ from the proceeds of the 2013D Certificates for the purchase of the Government Securities described in Part IV of Exhibit A hereto and the funding of a beginning cash escrow deposit on demand in the amount of \$_____. Said beginning cash and the Government Securities described in Part IV of Exhibit A hereto are held in an irrevocable trust fund account for the Village to the benefit of the holders of the 2004B Certificates to pay the principal of and interest on the 2004B Certificates when due and upon redemption prior to maturity.

Section 2.03. The Escrow Agent and the Village have each received the report of Stanley P. Stone & Associates, Inc., New York, New York, attached hereto as *Exhibit B* (the “*Verification Report*”), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Refunded Obligations, to

pay all interest on and all principal of the Refunded Obligations when due and upon redemption prior to maturity as evidenced by said Report.

Section 2.04. The Escrow Agent will purchase the Government Securities on _____, 2013. If the Escrow Agent is unable to purchase the Intended Government Securities on _____, 2013, then it will on _____, 2013, purchase the Substitute Government Securities for the same purchase price. If the Escrow Agent purchases Substitute Government Securities on _____, 2013, then at the request of the seller of those Substitute Government Securities and without satisfying the requirements of Section 5.04 hereof, the Escrow Agent will, but only prior to _____, 2013, accept delivery of the Intended Government Securities in exchange for the Substitute Government Securities, but only if following such exchange, the Escrow Agent will hold all of the Intended Government Securities, or will hold another portfolio for which a report of the Verification Agent (or another accounting firm acceptable to the Escrow Agent), establishes that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Refunded Bonds, to pay all interest on and all principal of the Refunded Bonds when due and upon redemption prior to maturity as evidenced by said Report.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the Village as follows:

Section 3.01. The Escrow Agent will hold the Government Securities described in Part I of Exhibit A hereto and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the 2004D Bonds until final payment thereof.

The Escrow Agent will hold the Government Securities described in Part II of Exhibit A hereto and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the 2003G Bonds until final payment thereof.

The Escrow Agent will hold the Government Securities described in Part III of Exhibit A hereto and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the 2004E Bonds until final payment thereof.

The Escrow Agent will hold the Government Securities described in Part IV of Exhibit A hereto and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the 2004B Certificates until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent. Thereafter, from time to time at each interest or principal payment date of the Refunded Obligations, certain ending balances may exist. The Escrow Agent will reinvest all available uninvested balances (rounded to an even \$100) in the Escrow Account on deposit from time to time, whenever said balances exceed \$1,000, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report. Investments so made shall be in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America and shall be scheduled to mature on or prior to the next succeeding interest payment date on the Refunded Obligations on which such proceeds will be needed to pay the principal of or interest on the Refunded Obligations. Such investments shall, to the extent possible, be in zero-yield obligations issued directly by the Bureau of Public Debt of the United States Treasury (currently designated “*U. S. Treasury Securities—State and Local Government*”).

Series Certificates of Indebtedness, Notes or Certificates) (“SLGS”). Such investments shall be made only to the extent permitted by, and shall be made in accordance with, the applicable statutes, rules and regulations governing such investments issued by the Bureau of Public Debt. The Escrow Agent expressly recognizes that under current regulations all SLGS must be subscribed for not less than 5 days nor more than 60 days prior to date of issuance.

If the Department of the Treasury (or the Bureau of Public Debt) of the United States suspends the sale of SLGS causing the Escrow Agent to be unable to purchase SLGS, then the Escrow Agent will take the following actions. On the date it would have purchased SLGS had it been able to do so, the Escrow Agent will purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States maturing no more than 90 days after the date of purchase (the “*Alternate Investment*”). The purchase price of the Alternate Investment shall be as close as possible to the principal amount of the SLGS that would have been purchased on such date if they had been available for purchase. The Escrow Agent will purchase each Alternate Investment at a price no higher than the fair market value of the Alternate Investment and will maintain records demonstrating compliance with this requirement. On the maturity of each Alternate Investment, the Escrow Agent shall pay the difference between the total of the receipts on the Alternate Investment and the purchase price of the Alternate Investment to the Village with a notice to the Village that such amount must be paid to the Internal Revenue Service pursuant to Rev. Proc. 95-47 or successor provisions including any finalized version of Prop. Treas. Reg. Section 1.148-5(c). If the Alternate Investment matures more than 14 days prior to the next succeeding interest payment date on the Refunded Obligations on which such proceeds will be needed to pay principal of or interest on the Refunded Obligations, the Escrow Agent shall treat such amounts as an uninvested balance

available for reinvestment and shall take all reasonable steps to invest such amounts in SLGS (or additional Alternate Investments as provided in this Section).

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

Section 3.03. The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Securities which would cause the 2013B Bonds and the 2013C Bonds (the “*Tax Exempt Bonds*”) to be classified as “arbitrage bonds” under the Code, *provided*, it shall be under no duty to affirmatively inquire whether the Government Securities as deposited are properly invested under the Code; and, *provided, further*, it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

Section 3.04. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Refunded Obligations when due and upon redemption prior to maturity as herein provided.

Section 3.05. The Escrow Agent will remit to the Paying Agent, in good funds on or before each principal or interest payment or redemption date on the Refunded Obligations, moneys sufficient to pay such principal, interest and redemption price as will meet the requirements for the retirement of the Refunded Obligations, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.06. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent or the registrar and paying agent on the Obligations, and

the Village either paid such fees, charges and expenses in advance as set forth in Section 3.07 hereof or covenants to pay the same as they become due.

Section 3.07. The charges, fees and expenses of the Escrow Agent (other than any charges, fees and expenses incurred pursuant to Section 3.08 hereof) have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Obligations, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance, and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the Village upon receipt of invoices therefor.

Section 3.08. The Village has called the (i) the 2004D Bonds maturing on and after December 1, 2015, for redemption and payment prior to maturity on December 1, 2014, (ii) the 2003G Bonds for redemption and payment prior to maturity on _____, 2013, (iii) the 2004E Bonds maturing on and after May 1, 2015, for redemption and payment prior to maturity on May 1, 2014, and (iv) the 2004B Certificates maturing on June 1, 2018, for redemption and payment prior to maturity on June 1, 2014. The Escrow Agent will cause the Paying Agent to provide for and give timely notice of the call for redemption of such Refunded Obligations. In the event the Escrow Agent determines that the Paying Agent will not give such timely notice, the Escrow Agent will give such notice. The form and time of the giving of such notice regarding such Refunded Obligations shall be as specified in the resolution authorizing the issuance of the Refunded Obligations. The Village shall reimburse the Escrow Agent for any actual out of pocket expenses incurred in the giving of such notice, but the failure of the Village to make such payment shall not in any respect whatsoever relieve the Escrow Agent from carrying out any of the duties, terms or provisions of this Agreement.

The Escrow Agent shall also give, or shall cause the Paying Agent to give, notice of the call of the Refunded Obligations, on or before the date the notice of such redemption is given to the holders of the Refunded Obligations, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

Section 3.09. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Village to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery. The Escrow Agent shall be entitled to rely upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

Section 3.10. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Obligations or the Refunded Obligations.

Section 3.11. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after June 2 and December 2 of each calendar year, commencing December 2, 2013, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date of delivery of the Obligations to December 2, 2013), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.12. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Refunded Obligations, the Escrow Agent shall notify the Treasurer and the Board, not less than five (5) days prior to such date, and the Village agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

ARTICLE IV

COVENANTS OF THE VILLAGE

The Village covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the Village herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Obligation Ordinances, and (c) any undertaking or statement of the Village hereunder or under the Obligation Ordinances.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the Village or the Treasurer.

Section 4.03. The Village will take no action regarding the proceeds of the Tax-Exempt Bonds which would cause the Tax-Exempt Bonds to be classified as “arbitrage bonds” under the Code, and the Village will take any and all further action necessary to ensure that adequate provision is made for the payment of the Refunded Obligations and that neither the 2004D Bonds, the 2003G Bonds, the 2004E Bonds (collectively, the “*Tax-Exempt Refunded Bonds*”) nor the Tax-Exempt Bonds are classified as “arbitrage bonds” under the Code.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Village hereunder shall be irrevocable and shall not be subject to amendment by the Village and shall be binding on any successor to the officials now comprising the Board during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be

referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Board authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the Village.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Tax-Exempt Bonds or the Tax-Exempt Refunded Bonds nor violate the covenants of the Village not to cause the Tax-Exempt Bonds or the Tax-Exempt Refunded Bonds to become “arbitrage bonds” under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Obligations and the Refunded Obligations.

(3) An opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Refunded Obligations will remain sufficient to pay when due all principal and interest on the Refunded Obligations after the taking of the Subsequent Action.

ARTICLE VI

MERGER, CONSOLIDATION OR RESIGNATION OF ESCROW AGENT

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the Village, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the Village. The Village may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least \$75,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law. If the Village has failed to appoint a successor prior to the expiration of sixty (60) days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

ARTICLE VII

NOTICES TO THE VILLAGE, THE TREASURER AND THE ESCROW AGENT

Section 7.01. All notices and communications to the Village and the Board shall be addressed in writing to: Village Clerk, Village of Bensenville, 12 South Center Street, Bensenville, Illinois 60106.

Section 7.02. All notices and communications to the Treasurer shall be addressed in writing to: Treasurer, Village of Bensenville, 12 South Center Street, Bensenville, Illinois 60106.

Section 7.03. All notices and communications to the Escrow Agent shall be addressed in writing to: Corporate Trust Department, The Bank of New York Mellon Trust Company, National Association, 2 North LaSalle Street, Suite 2010, Chicago, Illinois 60602.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.01. That, upon final disbursement of funds sufficient to pay the principal and interest of the Refunded Obligations as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice thereof mailed to the Board, and thereupon this Agreement shall terminate.

ARTICLE IX

GOVERNING LAW

Section 9.01. This Agreement shall be construed, interpreted and governed by and under the laws of the State of Illinois.

IN WITNESS WHEREOF, the Village of Bensenville, DuPage and Cook Counties, Illinois, has caused this Agreement to be signed in its name by the President of the Board and to be attested by the Village Clerk under its corporate seal hereunto affixed; and The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the ____ day of _____, 2013.

VILLAGE OF BENSENVILLE, DUPAGE AND COOK
COUNTIES, ILLINOIS

By _____
President

Attest:

Village Clerk

[SEAL]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION
Chicago, Illinois

By _____
Its _____

Attest:

Its _____

[BANK SEAL]

This Escrow Agreement received and acknowledged by me this ____ day of _____, 2013.

Treasurer, Village of Bensenville, DuPage
and Cook Counties, Illinois

EXHIBIT A
GOVERNMENT SECURITIES

PART I

PART II

PART III

PART IV

EXHIBIT A-1

SUBSTITUTE GOVERNMENT SECURITIES

EXHIBIT B

VERIFICATION REPORT

TYPE:
Ordinance

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
6/25/2013

DESCRIPTION:

Ordinance authorizing and providing for the issuance of \$ _____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X

Financially Sound Village
Quality Customer Oriented Services
Safe and Beautiful Village

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

COMMITTEE ACTION:
APPROVED AFL 6-0

DATE:
6/18/2013

BACKGROUND:

The Series 2013C General Obligation Refunding Bonds (Alternate Revenue Source) are being issued to refund the outstanding Series 2003G and Series 2004E. By doing this advanced refunding the Village will replace outstanding debt service of \$2,0589,093.76 with new debt service of \$1,918,834.81. Savings are estimated at \$140,000 over the next 8 years.

The average coupon (interest rate) on the Series 2013C bonds is 2.07% versus 4.70% average rate on the outstanding portion of the existing bonds. The bonds mature on 5/1/2021 the same date as the existing outstanding bonds were set to mature.

This is straight refunding meaning the Village will simply have reduced debt service costs going forward. We will not be taking the savings up front, earmarking the savings for other spending purposes, or extending the debt out a longer term. The original bonds were issued to finance various utility infrastructure improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary analysis statement prepared by Speer Financial for the Board's review. The preliminary official statement is included for the Board's review while the actual Ordinance is still being drafted by Speer pending final pricing and ratings review.

A representative from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

Please Note: All numbers are subject to change due to the fact that final pricing has not been set and interest rates change on a daily basis.

KEY ISSUES:

Refunding bonds to take advantage of the current interest rate environment.

ALTERNATIVES:

1. Approve the proposed Bond Ordinance

2. Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance.

BUDGET IMPACT:

At this time, total savings are estimated at \$140,000 over the next 8 years. Reduced debt service ranges from a low of \$15,100 in 2015 to a high of \$20,045 in 2020.

ACTION REQUIRED:

Approval of Ordinance.

ATTACHMENTS:

Name:

Description:

☐ [3A 2013 C Supporting Documents.pdf](#)

Speer Analysis

☐ [3 Ordinance.doc](#)

Ordinance

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013C

For Refunding 2004E

Sources & Uses

Dated 06/15/2013 | Delivered 06/15/2013

Sources Of Funds

Par Amount of Bonds	\$1,685,000.00

Total Sources	\$1,685,000.00

Uses Of Funds

Total Underwriter's Discount (1.000%)	16,850.00

Costs of Issuance	20,000.00

Deposit to Net Cash Escrow Fund	1,646,240.26

Rounding Amount	1,909.74

Total Uses	\$1,685,000.00

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013C

For Refunding 2004E

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
05/01/2014	25,000.00	1.000%	28,674.81	53,674.81
05/01/2015	95,000.00	1.100%	32,417.50	127,417.50
05/01/2016	100,000.00	1.200%	31,372.50	131,372.50
05/01/2017	110,000.00	1.400%	30,172.50	140,172.50
05/01/2018	130,000.00	1.650%	28,632.50	158,632.50
05/01/2019	380,000.00	1.900%	26,487.50	406,487.50
05/01/2020	405,000.00	2.150%	19,267.50	424,267.50
05/01/2021	440,000.00	2.400%	10,560.00	450,560.00
Total	\$1,685,000.00	-	\$207,584.81	\$1,892,584.81

Yield Statistics

Bond Year Dollars	\$10,034.06
Average Life	5.955 Years
Average Coupon	2.0688027%
Net Interest Cost (NIC)	2.2367308%
True Interest Cost (TIC)	2.2450224%
Bond Yield for Arbitrage Purposes	2.0639895%
All Inclusive Cost (AIC)	2.4628230%

IRS Form 8038

Net Interest Cost	2.0688027%
Weighted Average Maturity	5.955 Years

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013C

For Refunding 2004E

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
05/01/2014	53,674.81	26,250.00	79,924.81	98,767.50	18,842.69
05/01/2015	127,417.50	-	127,417.50	142,517.50	15,100.00
05/01/2016	131,372.50	-	131,372.50	149,052.50	17,680.00
05/01/2017	140,172.50	-	140,172.50	155,652.50	15,480.00
05/01/2018	158,632.50	-	158,632.50	176,692.50	18,060.00
05/01/2019	406,487.50	-	406,487.50	426,517.50	20,030.00
05/01/2020	424,267.50	-	424,267.50	444,312.50	20,045.00
05/01/2021	450,560.00	-	450,560.00	465,581.26	15,021.26
Total	\$1,892,584.81	\$26,250.00	\$1,918,834.81	\$2,059,093.76	\$140,258.95

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	127,553.70
Net PV Cashflow Savings @ 2.463%(AIC)	127,553.70
Contingency or Rounding Amount	1,909.74
Net Present Value Benefit	\$129,463.44
Net PV Benefit / \$1,575,000 Refunded Principal	8.220%
Net PV Benefit / \$1,685,000 Refunding Principal	7.683%

Refunding Bond Information

Refunding Dated Date	6/15/2013
Refunding Delivery Date	6/15/2013

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013C

For Refunding 2004E

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
11/01/2013	-	36,258.75	36,258.75	-	36,258.75	36,258.75
05/01/2014	1,575,000.00	36,258.75	1,611,258.75	-	36,258.75	36,258.75
11/01/2014	-	-	-	-	36,258.75	36,258.75
05/01/2015	-	-	-	70,000.00	36,258.75	106,258.75
11/01/2015	-	-	-	-	34,526.25	34,526.25
05/01/2016	-	-	-	80,000.00	34,526.25	114,526.25
11/01/2016	-	-	-	-	32,826.25	32,826.25
05/01/2017	-	-	-	90,000.00	32,826.25	122,826.25
11/01/2017	-	-	-	-	30,846.25	30,846.25
05/01/2018	-	-	-	115,000.00	30,846.25	145,846.25
11/01/2018	-	-	-	-	28,258.75	28,258.75
05/01/2019	-	-	-	370,000.00	28,258.75	398,258.75
11/01/2019	-	-	-	-	19,656.25	19,656.25
05/01/2020	-	-	-	405,000.00	19,656.25	424,656.25
11/01/2020	-	-	-	-	10,290.63	10,290.63
05/01/2021	-	-	-	445,000.00	10,290.63	455,290.63
Total	\$1,575,000.00	\$72,517.50	\$1,647,517.50	\$1,575,000.00	\$457,843.76	\$2,032,843.76

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/15/2013
Average Life	6.183 Years
Average Coupon	4.7018615%
Weighted Average Maturity (Par Basis)	6.183 Years

Refunding Bond Information

Refunding Dated Date	6/15/2013
Refunding Delivery Date	6/15/2013

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

Adopted by the President and Board of Trustees on the 25th day of June 2013.

Published in Pamphlet Form by the Authority of the President and Board of Trustees on the ____ day of June 2013.

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

ORDINANCE NUMBER _____

AN ORDINANCE authorizing and providing for the issuance of \$ _____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

— **WHEREAS** —

A. The Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), is a duly organized and existing municipality 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 for many years has owned and operated a municipally-owned waterworks and sewerage system as a combined utility (the “*System*”) as set forth in Division 139 of Article 11 of the Code.

B. The Village has heretofore issued and there are now outstanding certain General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2003G (the “*2003G Bonds*”), and General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E (the “*2004E Bonds*” and together with the 2003G Bonds, the “*Prior Bonds*”), which were issued for System purposes.

C. The President and Board of Trustees of the Village (the “*Board*”) have heretofore and it hereby expressly is determined that it is advisable and necessary and in the best interests of the Village that a portion of the Prior Bonds (being the “*Refunded Bonds*”) be refunded in advance of maturity (the “*Refunding*”) in order to realize debt service savings.

D. The specific Refunded Bonds are specifically identified in an Escrow Agreement as hereinafter authorized to be executed by and on behalf of the Village as hereinafter provided.

E. The estimated costs of effectuating the Refunding, including, as applicable, such expenses and contingencies, is not more than \$_____ plus investment earnings thereon, and there are insufficient funds on hand and lawfully available to pay such costs.

F. Such costs are expected to be paid from cash on hand or expected to be on hand and lawfully available for the purpose and the proceeds of bonds payable from the revenues of the System and authorized to be issued pursuant to Division 139 of Article 11 of the Code.

G. Pursuant to the provisions of the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Reform Act*”), Alternate Bonds as defined in the Reform Act may be issued pursuant to Applicable Law as defined in the Reform Act to pay the costs of the Refunding; *i.e.*, the Village is authorized to issue revenue bonds without right of referendum pursuant to Division 139 of Article 11 of the Municipal Code, and further pursuant to the provisions of the Reform Act and, accordingly, is authorized to issue Alternate Bonds in lieu of said revenue bonds pursuant to the provisions of the Reform Act.

H. The Reform Act provides that Alternate Bonds can be issued to refund the Refunded Bonds without meeting any of the provisions and requirements of Section 15 of the Reform Act provided that the term of such Alternate Bonds is not longer than the term of the Refunded Bonds and that the debt service payable in any year on such Alternate Bonds shall not exceed the debt service payable in such year on the Refunded Bonds (the “*Refunding Conditions*”).

I. The Board has heretofore, and it is hereby expressly, determined that the Refunding Conditions are met and accordingly, Alternate Bonds, being the “2013C Alternate Bonds,” can be issued to pay the costs of the Refunding.

L. The 2013C Alternate Bonds will be payable from the Pledged Revenues and the Pledged Taxes (as hereinafter defined).

M. The Village has heretofore issued and there are now outstanding certain General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 1998, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2001A, and General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2012E (collectively with the 2004E Bonds, the “*Prior Alternate Bonds*”).

N. In the ordinances adopted by the Board to authorize the issuance of the Prior Alternate Bonds, the Village has expressly reserved the right to issue “Additional Bonds” as therein defined provided that certain conditions are met.

O. The Board has heretofore, and it hereby is, determined that it is desirable and in the best interests of the Village that the 2013C Alternate Bonds be issued on a parity with the Prior Alternate Bonds (if any of the Prior Bonds are not refunded incidental to the Refunding) and the and be secured ratably and equally by the Pledged Revenues with such Prior Alternate Bonds; and

P. The Board has heretofore and it is herein more explicitly determined that the Revenues (hereinafter defined) will be sufficient to provide or pay in each year to final maturity of the 2013C Alternate Bonds all of the following (1) Operation and Maintenance Costs as hereinafter defined, but not including depreciation, said Operation and Maintenance Costs being payable solely from the Revenues, as hereinafter defined, (2) other contractual or tort liability obligations, if any, payable from the Revenues as hereinafter defined, and (3) in each year, an amount not less than 1.25 times debt service of (i) any Outstanding Alternate Bonds previously issued and remaining outstanding and payable from the Revenues and (ii) the 2013 Alternate Bonds proposed to be issued.

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.

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

Board

County Clerks

Municipal Code

Prior Alternate Bonds

Prior Bonds

Property Tax Extension Limitation Law

Reform Act

Refunded Bonds

Refunding

System

Village

B. The words and terms used in this Ordinance shall have the meanings set forth and defined for them herein unless the context or use clearly indicates another or different meaning is intended, including the words and terms as follows:

“Additional Bonds” means any bonds or obligations issued in the future on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

“Alternate Bonds” means any Outstanding Bonds issued as alternate bonds under and pursuant to the provisions of the Reform Act, and includes, expressly, any Prior Bonds remaining outstanding following the Refunding and the Bonds.

“Applicable Law” means the Municipal Code and the Reform Act, collectively.

“Bond” or *“Bonds”* or *“2013C Alternate Bonds”* means one or more, as applicable, of the General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, authorized to be issued by this Ordinance.

“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 2013C Alternate Bond Fund established hereunder and further described by (Section 14 of) this Ordinance.

“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, having trust powers, or a successor bank with trust powers or a trust company, duly authorized to do business as bond registrar and paying agent as herein required.

“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.

“Depository” means The Depository Trust Company, New York, New York, as securities depository for the Bonds hereunder, or successor or assign duly qualified to act as a securities depository under this Ordinance.

“Designated Officers” means the President, Village Clerk, Village Treasurer and Village Manager, or any of them acting together, and successors or assigns.

“Escrow Agent” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, or such other bank or trust company so named in the Escrow Agreement.

“Escrow Agreement” means the written agreement by and between with Village and the Escrow Agent pursuant to which the Refunded Bonds shall be refunded, as set forth in *Exhibit A*.

“Fiscal Year” means that twelve-calendar month period selected by the Board as the fiscal year for the Village.

“Future Revenue Bonds” means (a) any bonds issued in the future payable solely from the Revenues; (b) any bonds issued in the future on a parity with respect to any Future Revenue Bonds which shall then previously have been issued; (c) any bonds payable from the Revenues used to refund Outstanding Revenue Bonds at such time and in such manner that none of said Outstanding Revenue Bonds remains “outstanding” as such term is defined in the applicable authorizing Revenue Bond Ordinance after such refunding; and (d) any subordinate lien revenue bonds issued under the terms of any

Revenue Bond ordinance, but not including Bonds or Additional Bonds as defined in this Ordinance.

“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.

“Interest Payment Date” means a stated maturity of interest on the Bonds.

“Maximum Annual Debt Service,” means an amount of money equal to the highest future principal and interest requirement of all Outstanding Revenue Bonds required to be deposited into the Bond and Interest Account heretofore created and expressly continued by this Ordinance, in any Fiscal Year, including and subsequent to the Fiscal Year in which the computation is made. Any Outstanding Revenue Bonds required to be redeemed pursuant to mandatory redemption from said Bond and Interest Account shall be treated as falling due on the date required to be redeemed (except in the case of failure to make any such mandatory redemption) and not on the stated maturity date of such Outstanding Revenue Bonds.

“Net Revenues” means Revenues less Operation and Maintenance Costs.

“Operation and Maintenance Costs” means all costs of operating, maintaining and routine repair of the System, including wages, salaries, costs of materials and supplies, power, fuel, insurance, taxes, including rebate of excess arbitrage profits to the U.S. government, and purchase of water or sewage treatment services (including all payments by the Village pursuant to long term contracts for such services); but excluding debt service, depreciation, capital improvements or replacements (including meter replacements) or engineering expenses in anticipation thereof or in connection therewith, or any reserve requirements; and otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“Ordinance” means this ordinance as originally adopted and as the same may from time to time be amended or supplemented.

“Outstanding” or *“outstanding”* refers to Bonds, the Prior Bonds or Additional Bonds which are outstanding and unpaid; *provided, however*, such term shall not include Bonds or Additional Bonds which (i) have matured and for which moneys are on deposit with proper escrow agents or similar institutions having trust powers, or are otherwise properly available, sufficient to pay all principal and interest thereof, or (ii) the provision for payment of which has been made by the Village by the deposit in an irrevocable trust or escrow account of funds or direct, full faith and credit obligations of the United States of America, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America with a bank or trust company acting as

escrow agent, the principal of and interest on which will be sufficient to pay at maturity or as called for redemption all of the principal of and interest and any applicable premium on such Bonds, the Prior Bonds or Additional Bonds.

“Outstanding Revenue Bonds” means such of the 2003 Bonds and any Future Revenue Bonds which are outstanding and unpaid; *provided, however*, such term shall not include 2003 Bonds and any Future Revenue Bonds (i) 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 (ii) 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, redemption premium, if any, and interest on such 2003 Bonds and any Future Revenue Bonds.

“Pledged Moneys” means, collectively, Pledged Revenues and Pledged Taxes as both are defined herein.

“Pledged Revenues” means the moneys deposited to the credit of the Surplus Account of the Revenue Fund, said Surplus Account consisting of the funds remaining in said Revenue Fund after the required monthly deposits and credits have been made under the Revenue Bond Ordinances to the heretofore created Operation and Maintenance Account, the Bond and Interest Account, the Bond Reserve Account, and the Depreciation Account, all of which are expressly continued hereunder, and also any further accounts as may be created in the future, of said Revenue Fund.

“Pledged 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 all the Bonds.

“Purchase Price” means \$_____, being the purchase price paid by the Purchaser for the Bonds.

“Purchaser” means Bernard Securities, Inc. Chicago, Illinois.

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

“Record Date” means the fifteenth day next preceding an Interest Payment Date and fifteen days prior to any interest payment date occasioned by a redemption of Bonds on other than a regularly scheduled Interest Payment Date.

“Revenue Bond Ordinances” means any ordinances of the Village authorizing the issuance of and providing the terms for Outstanding Revenue Bonds.

“*Revenue Fund*” means the Waterworks and Sewerage Fund heretofore created by the Village and expressly continued hereunder.

“*Revenues*” means all income from whatever source derived from the System, including (a) operating revenues and receipts; (b) investment income on all accounts of the Revenue Fund; (c) connection, permit and inspection fees and the like; (d) penalties and delinquency charges; (e) capital development, reimbursement, or recovery charges and the like and any service charges insofar as designated by the Board as paid for System service; but excluding expressly (i) non-recurring income from the sale of property of the System; (ii) governmental or other grants; (iii) advances or grants made from the Village; and as otherwise determined in accordance with generally accepted accounting principles for municipal enterprise funds.

“*System*” means all of the property and facilities of the combined waterworks and sewerage system of the Village, whether lying within or without the boundaries of the Village, as now existing or as may hereafter be acquired, improved or extended while any Bonds or Additional Bonds remain outstanding, including all improvements, additions and extensions thereto or replacements thereof hereafter constructed, installed or acquired by purchase, contract or otherwise, all contracts, rights, agreements, leases and franchises of every nature owned by the Village and used or useful or held for use in the operation of the System or any part or portion thereof.

“*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.

“*2003 Bonds*” means Village’s Waterworks and Sewerage Revenue Refunding Bonds, Series 2003.

Section 2. Incorporation of Preambles. The Board hereby finds that the recitals contained in the preambles to this Ordinance are true and correct and hereby incorporates 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 Refunding for the public purpose of achieving debt

service savings and to provide for the public health, safety and welfare, and to issue the Bonds to enable the Village to pay the costs thereof.

Section 4. Determination of Useful Life. The Board hereby determines the period of usefulness of the System to be not less than 8 years from the date hereof.

Section 5. Bond Details. For the purpose of providing for the payment of the costs of the Refunding, there shall be issued and sold the Bonds in the principal amount of \$_____. The Bonds shall each be designated “General Obligation Refunding Bond (Waterworks and Sewerage Alternate Revenue Source), Series 2013C,” and be dated the date of issuance thereof, and shall also bear the date of authentication thereof. The Bonds shall be in fully registered form, shall be in denominations of \$5,000 or authorized integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), shall be numbered in such reasonable fashion as may be selected by the Bond Registrar, and shall mature serially on May 1 of the years, in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2015		
2016		
2017		
2018		
2019		
2020		
2021		

Those of the Bonds due on May 1 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 May 1 of the years and in the amounts as follows:

[None, there are no Term Bonds.]

Each Bond shall bear interest from the later of its Dated Date as hereinabove provided 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 semiannually on May 1 and November 1 of each year, commencing on November 1, 2013. 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 of the Bond Registrar maintained for the purpose in Chicago, Illinois, or at successor Bond Registrar or locality.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the Village with the manual or duly authorized facsimile signature of the President and attested with the manual or duly authorized facsimile signature of the Village Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any 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 7. Redemption.

A. *Optional Redemption.* The Bonds are not subject to optional redemption prior to maturity.

B. *Term Bonds; Mandatory Redemption and Covenants.* 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 May 1 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 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 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 8. 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 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 corporate trust office of the Bond Registrar so maintained for such purpose.

C. *Bonds Shall Become Due.* 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.

D. *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 hereinafter defined), as registered owner, of the foregoing notice.

E. *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.

F. *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.

G. *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.

H. *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.

I. *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 9. Book-Entry System Authorized; Registration of Bonds; Owners.

A. 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 Village Clerk, 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.

B. The Village shall cause books (the "*Bond Register*" as herein defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the corporate trust 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 is authorized to prepare, 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 such office of 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 maintained for such purpose, duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same 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 Bonds of each maturity authenticated by the Bond Registrar shall not at any one time 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 his 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 10. Form of Bond. 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 COOK

VILLAGE OF BENSENVILLE

**GENERAL OBLIGATION REFUNDING BOND
(WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2013C**

See Reverse Side for
Additional Provisions

Interest Maturity Dated
Rate: _____% Date: May 1, _____ Date: _____, 2013 CUSIP _____

Registered Owner:

Principal Amount: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality 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 as hereinafter provided, on the Maturity Date identified above (subject to 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 semiannually on May 1 and November 1 of each year, commencing on November 1, 2013, until the Principal Amount is paid or duly provided for, except as the hereinafter stated provisions for redemption prior to maturity may and shall become applicable hereto. The Principal Amount of this Bond and premium, if

any, hereon are payable in lawful money of the United States of America upon presentation at the offices of The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as bond registrar and paying agent (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 Revenues, the levy and collection of the Pledged Taxes, and the segregation of the Pledged Moneys 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 Bond Trustees, has caused this Bond to be executed with the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village 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:

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

[SEAL]

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, _____

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois.

The Bank of New York Mellon Trust
Company, National Association,
Chicago, Illinois
as Bond Registrar

[FORM OF BOND - REVERSE SIDE]

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

**GENERAL OBLIGATION REFUNDING BOND
(WATERWORKS AND SEWERAGE ALTERNATE REVENUE SOURCE), SERIES 2013C**

This bond and the bonds of the series of which it forms a part ("*Bond*" and "*Bonds*" respectively) are of an authorized issue of \$_____ of like dated date and tenor except as to maturity, rate of interest [and right of redemption] and are issued pursuant to Division 139 of Article 11 of the Illinois Municipal Code and the Local Government Debt Reform Act (the "*Reform Act*"), all acts of the General Assembly of the State of Illinois, and as supplemented and amended ("*Applicable Law*"), for the purpose of paying the costs of the Refunding, as more fully described in the Ordinance as hereinbelow defined. The Bonds are issued pursuant to an ordinance passed by the Board on the 25th day of June 2013 (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.

The Bonds are secured, ratably and equally with certain heretofore issued and now outstanding General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source),

Series 1998, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2001A, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E, and General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2012E, by a pledge of certain moneys on deposit in the Surplus Account of the Waterworks and Sewerage Fund of the Village (the “*Pledged Revenues*”). The Bonds are also payable from ad valorem taxes levied against all of the taxable property in the Village without limitation as to rate or amount (the “*Pledged Taxes*”) (the available Pledged Revenues and the Pledged Taxes being collectively called the “*Pledged Moneys*”), all in accordance with the provisions of the Applicable Law.

Under the Applicable Law and the Ordinance, the Revenues from the operation of the System shall be deposited into the Waterworks and Sewerage Fund, which shall be used only and may hereafter be pledged for paying Operation and Maintenance Cost of the System, paying the principal of and interest on all bonds of the Village that are payable by their terms from the Revenues, providing an adequate depreciation fund for the System, and in making all payments required to maintain the accounts established under the Ordinance. This Bond is a subordinate lien bond payable only from the Surplus Account of the Waterworks and Sewerage Fund. Bonds may be issued in the future to share in the Revenues of the System on a parity as to lien with the Outstanding Bonds (including this issue) or having a lien senior to the lien of the Bonds.

Under the Applicable Law and the Ordinance, available Revenues shall be deposited to the credit of the Waterworks and Sewerage Fund, as created by the Ordinance. Moneys on deposit in said Fund shall be used and are pledged for paying the principal of and interest on the Bonds and for any further purposes as provided by the terms of the Ordinance.

This Bond shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory provision or limitation, unless the Pledged Taxes shall have been

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.

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

[Identifying Numbers]

(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 transfer and 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 11. Treatment of Bonds As Debt. The Bonds shall be payable from the Pledged Moneys and shall not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation, unless the Pledged Taxes shall have been extended pursuant to the general obligation, full faith and credit promise supporting the Bonds, as set forth in (Section 16 of) this Ordinance, 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 Revenues for a complete Fiscal Year, in accordance with the Applicable Law.

Section 12. The Revenue Fund. Upon the issuance of any of the Bonds, the System shall be operated on a Fiscal Year basis. All of the Revenues shall be set aside as collected and be deposited into the heretofore created Revenue Fund, hereby expressly continued. The

Revenue Fund shall constitute a trust fund for the sole purpose of carrying out the covenants, terms, and conditions of any Revenue Bond Ordinances and this Ordinance, and shall be used only in paying Operation and Maintenance Costs, providing an adequate depreciation fund, paying the principal of and interest on all Outstanding Revenue Bonds, and providing for the establishment of and expenditure from the respective accounts as described in any Revenue Bond Ordinances and this Ordinance.

Section 13. Operation of Revenue Fund.

A. *Flow of Funds.* There shall be and there are hereby expressly continued the heretofore created separate accounts in the Revenue Fund to be known as the “Operation and Maintenance Account,” the “Bond and Interest Account,” the “Bond Reserve Account,” the “Depreciation Account,” and the “Surplus Revenue Account,” to which there shall be credited on or before the first day of each month by the financial officer of the Village, without any further official action or direction, in the order in which said accounts are hereinafter mentioned and without commingling with any other funds of the Village, all moneys held in the Revenue Fund, in accordance with the following provisions:

1. *Operation and Maintenance Account.* There shall be credited to the Operation and Maintenance Account an amount sufficient, when added to the amount then on deposit in said Account, to establish a balance to an amount not less than the amount necessary to pay Operation and Maintenance Costs for the next succeeding month and including 1/12 of all such expenses on an annualized basis.

Amounts in said Account shall be used to pay Operation and Maintenance Costs.

2. *Bond and Interest Account.* There next shall be credited to the Bond and Interest Account and held, in cash and investments, a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding Revenue Bonds and also a fractional amount of the principal becoming due of the next succeeding principal maturity date of all of the Outstanding Revenue Bonds until there shall have been accumulated and held, in cash and investments, in the Bond and Interest Account on or before the month preceding such maturity date of interest or maturity date of principal, an amount sufficient to pay such principal or interest, or both.

In computing the fractional amount to be set aside each month in the Bond and Interest Account, the fraction shall be so computed that a sufficient amount will be set aside in said Account and will be available for the prompt payment of such principal of and interest on all Outstanding Revenue Bonds and shall be not less than one-sixth of the interest becoming due on the next succeeding interest payment date and not less than one-twelfth of the principal becoming due on the next succeeding principal payment date on all Outstanding Revenue Bonds until there is sufficient money in said Account to pay such principal or interest, or both.

Credits to the Bond and Interest Account may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Account to meet principal and interest requirements in said Account for the balance of such Fiscal Year, but such credits shall again be resumed at the beginning of the next Fiscal Year.

All moneys in said Account shall be used only for the purpose of paying interest on and principal of Outstanding Revenue Bonds.

3. *Bond Reserve Account.* There shall be credited to the Bond Reserve Account and held, in cash and investments, the sum of \$2,000 (which amount is inclusive of and not in addition to the amount required under the ordinances authorizing the Prior Alternate Bonds) each month (or such larger amount as may be required for any Future Revenue Bonds) until the credit balance of said Account aggregates the amount required under any Revenue Bond Ordinances. In the event of a withdrawal from the Bond Reserve Account, the Village covenants to replenish the Bond Reserve Account at the rate of 1/12 of the difference between the amount to the credit of said account immediately following such withdrawal and Maximum Annual Debt Service, but in no case less than \$2,000 per month (or such larger amount as may be required for any Future Revenue Bonds).

Amounts to the credit of the Bond Reserve Account shall be used to pay principal of or interest on the Outstanding Revenue Bonds at any time when there are insufficient funds available in the Bond and Interest Account to pay the same.

4. *Depreciation Account.* There shall be credited and held, in cash and investments, the sum of \$2,000 (which amount is inclusive of and not in addition to the amount required under the ordinances authorizing the Prior Alternate Bonds each month) (or such larger amount as may be required for any Future Revenue Bonds) until the credit balance of said Account aggregates the sum required under any Revenue Bond Ordinances. No additional funds need be credited to said Account, except that whenever for any reason the amount on deposit to the credit of said Account is less than said required aggregate sum, credits into said Account shall be resumed in the amount of \$2,000 each month (or such larger amount as may be required for Future Revenue Bonds) and continued until the amount on deposit to the credit of said Account is once again equal to said required aggregate sum.

Amounts to the credit of said Depreciation Account shall be used for (i) the payment of the cost of extraordinary maintenance, necessary repairs and replacements, or contingencies, the payment for which no other funds are available, in order that the System may at all times be able to render efficient service and (ii) the payment of principal of or interest on any Outstanding Revenue Bonds at any time when there are no other funds available for that purpose in order to prevent a default and shall be transferred to the Bond and Interest Account for such purpose.

Whenever an amount is withdrawn from such Account for the purpose stated in clause (ii) of the preceding paragraph, the amount so transferred shall be added to the amount to be next and thereafter credited to said Depreciation Account until full reimbursement to said Account has been made.

5. *Surplus Account.* All moneys remaining in the Revenue Fund, after crediting the required amounts to the respective accounts herein above provided for, and after making up any deficiency in the accounts described in subsections (1) to (4), inclusive, shall be credited each month to the Surplus Account. Funds in the Surplus Account shall be used, first, to make up any subsequent deficiencies in any of the accounts hereinabove named; and then, the remainder of all surplus Revenues shall be deposited to a separate and segregated account to be held by the Paying Agent and designated the “Alternate Bond and Interest Subaccount of the Surplus Account” (the “*Alternate Bond and Interest Subaccount*”), as follows:

(a) Upon the delivery of any of the Bonds there shall be transmitted to the Paying Agent for deposit into the Alternate Bond and Interest Subaccount from cash on hand and lawfully available an amount (net of any capitalized interest) which is equal to, and thereafter there shall be transmitted to the Paying Agent for deposit into the Alternate Bond and Interest Subaccount in each month after the required payments have been made into the Accounts above described an amount which is equal to, a fractional amount of the interest becoming due on the next succeeding interest payment date on all Outstanding Bonds and a fractional amount of the principal becoming due or subject to mandatory redemption on the next succeeding principal maturity or mandatory redemption date of all Outstanding Bonds. Such deposits shall be made each month until there shall have been accumulated in the Alternate Bond and Interest Subaccount on or before the month preceding such maturity date of interest or maturity or mandatory redemption date of principal, an amount sufficient to pay such principal or interest, or both, of all Outstanding Bonds.

(b) In computing the fractional amount to be set aside each month in said Alternate Bond and Interest Subaccount, the fraction shall be so computed that sufficient funds will be set aside in said Subaccount and will be available for the prompt payment of such principal of and interest on all Outstanding Bonds as the same will become due and shall be not less than one-fifth of the interest becoming due on the next succeeding interest payment date and not less than one-tenth of the principal becoming due or subject to mandatory redemption on the next

succeeding principal or mandatory redemption payment date on all Outstanding Bonds until there is sufficient money in said Subaccount to pay such principal or interest or both.

(c) Credits to the Alternate Bond and Interest Subaccount may be suspended in any Fiscal Year at such time as there shall be a sufficient sum, held in cash and investments, in said Subaccount to meet principal and interest requirements in said Subaccount for the balance of such Fiscal Year, but such credits shall be resumed at the beginning of the next Fiscal Year.

(d) All moneys in said Subaccount shall be used by the Paying Agent only for the purpose of paying interest on and principal of Outstanding Bonds and Additional Bonds.

Any funds remaining in the Surplus Account after making all of the aforesaid deposits to the Alternate Bond and Interest Account, at the discretion of the Board, shall then be used for one or more of the following purposes without any priority among them:

(e) For the purpose of constructing or acquiring repairs, replacements, improvements or extensions to the System; or

(f) For the purpose of calling and redeeming Outstanding Revenue Bonds or Outstanding Bonds or both, which are callable at the time; or

(g) For the purpose of purchasing Outstanding Revenue Bonds or Outstanding Bonds which are in the open market at a price not to exceed par plus accrued interest to the date of purchase if the Bonds are not callable, or not to exceed par and accrued interest and any applicable call premium to the date of purchase by solicitation or tender at a time and price determined by the Board; or

(h) For the purpose of paying principal of and interest on any subordinate bonds or obligations issued for the purpose of acquiring or constructing repairs, replacements, improvements or extensions to the System; or

(i) For any other lawful System purpose.

B. *Investments.* Except as otherwise expressly provided, moneys to the credit of the Revenue Fund may be invested pursuant to any authorization granted to municipal corporations by Illinois statute or court decision.

Moneys on deposit in the Revenue Fund and to the credit of the Alternate Bond and Interest Account shall be invested by the Paying Agent at the written direction of the Village

Treasurer, but only in Qualified Investments. Moneys on deposit in the Revenue Fund and to the credit of the Bond and Interest Account, the Bond Reserve Account, the Depreciation Account and the balance of the Surplus Account shall be invested from time to time by the Treasurer of the Village in (a) direct full faith and credit obligations of the United States of America, whether bonds, notes, bills or otherwise called (collectively referred to herein as "*U.S. Bonds*"); (b) certificates of participation in a trust or trust receipts from a trust comprised solely of U.S. Bonds; (c) shares in a money market or mutual fund comprised solely of U.S. Bonds or agreements to repurchase such obligations; (d) obligations unconditionally guaranteed as to both principal and interest by the United States Government; (e) obligations which are tax-exempt under Section 103(a) of the Code but are not private activity bonds under Section 141(a) of the Code, if rated at the time of purchase "AA" or better by a nationally recognized ratings service for municipal bonds; (f) certificates of deposit or time deposits of any bank, as defined by the Illinois Banking Act, provided such bank is insured by the Federal Deposit Insurance Corporation or a successor corporation to the Federal Deposit Insurance Corporation, and provided further that the principal of such deposits in excess of the insured amount is secured by a pledge of obligations as described in clauses (a), (b) or (d) above in the full principal amount of such excess, and (g) such investments as are legal and proper investments for the Village under authorizations then granted to the Village by Illinois law. Such investments may be sold from time to time by the Treasurer as funds may be needed for the purpose for which said respective Accounts have been created. To the extent moneys in said Accounts as described in this paragraph are held uninvested and on deposit in demand accounts, such amounts shall be added to the amount invested pursuant to clause (f) above, and the sum so derived subject to the limitations as set forth therein.

Monies in the Bond and Interest Account and the Bond Reserve Account shall be kept in accounts separate from the other accounts.

Investments in the Accounts of the Revenue Fund shall mature or be subject to redemption at the option of the holder thereof prior to the time when needed, and, in any event, within the times as follows:

ACCOUNT	TIME
Operation and Maintenance	45 days
Bond and Interest	1 year
Bond Reserve	3 years
Depreciation	5 years
Surplus:	
Alternate Bond and Interest Subaccount	1 year
Remainder	5 years

After making provision for the payment of any amount of excess arbitrage profits, as provided in the Code, attributable to investment earnings or profits to a Rebate Fund created for an issue or issues of Outstanding Bonds, all earnings or profit on any funds so invested in the Bond and Interest Account shall be retained therein. After making provision for the payment of any amount of excess arbitrage profits, as provided in the Code, attributable to investment earnings or profits to a Rebate Fund created for an issue or issues of Outstanding Revenue Bonds, all earnings or profit on any funds so invested in the Bond Reserve Account shall be credited upon receipt to the Bond and Interest Account. After making provision for the payment of any amount of excess arbitrage profits, as provided in the Code, attributable to investment earnings or profits to the hereinafter created Rebate Fund for the Outstanding Bonds, all earnings or profit on any funds so invested in the Alternate Bond and Interest Subaccount shall be retained therein. The Village may take credit for such earnings or profits (not transferred to a Rebate Fund) in its final monthly accounting for the Accounts of the Revenue Fund in any Fiscal Year.

All interest or profit earned on any funds so invested in other Accounts of the Revenue Fund shall be retained and credited to the Account for which invested.

Moneys in any of said Accounts shall be invested by the Treasurer, if necessary, in investments restricted as to yield, which investments may be in United States Treasury Obligations—State and Local Government Series, if available, and to such end the Treasurer shall refer to any investment restrictions covenanted by the Village or any Designated Officer thereof as part of the transcript of proceedings for the issuance of the Bonds, and to appropriate opinions of counsel.

C. *Account Excesses.* Any amounts to the credit of the Accounts of the Revenue Fund in excess of the then current requirements therefor may be transferred at any time by the Board to such other Account or Accounts of the Revenue Fund as it may in its sole discretion designate.

Section 14. Alternate Bond Fund. There is hereby created a special fund of the Village, which fund shall be held by the Paying Agent separate and apart from all other funds and accounts of the Village and be known as the “2013C Alternate Bond Fund” (the “*Bond Fund*”). The purpose of the Bond Fund is to provide a fund to receive and disburse Pledged Taxes for any (or all) of the Bonds. All payments made with respect to the Bonds from the Pledged Revenues shall be made by the Paying Agent directly from the Alternate Bond and Interest Subaccount of the Revenue Fund. All Pledged Taxes shall be deposited to the credit of the Bond Fund. The Bond Fund constitutes a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance.

Pledged Taxes on deposit to the credit of the Bond Fund shall be fully spent to pay the principal of and interest on the Bonds prior to use of any moneys on deposit in the Alternate Bond and Interest Subaccount of the Revenue Fund.

Section 15. Pledged Revenues Pledged. The Village hereby pledges the Pledged Revenues, ratably and equally with the Prior Alternate Bonds, to the payment of the Bonds as hereinabove provided, and the Board covenants and agrees to provide for, collect and apply Pledged Revenues to the payment of the Bonds and the Prior Alternate Bonds as hereinabove provided and the provision of not less than an additional .25 times debt service. The determination of the sufficiency of the Pledged Revenues pursuant to this Section shall be supported by reference to the most recent audit of the Village, and the reference to and acceptance of such audit by the Board shall be conclusive evidence that the conditions of Section 15 of the Reform Act have been met.

Section 16. Pledged Taxes; Tax Levy. The Bonds are Alternate Bonds. For the purpose of providing funds to pay the principal of and interest on the Bonds, and as provided in Section 15 of the 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 for each of the years while the Bonds or any of them are Outstanding, 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 “*Pledged Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE SUM OF (\$):
2013	for interest and principal up to and including May 1, 2015
2014	for interest and principal
2015	for principal and interest
2016	for principal and interest
2017	for principal and interest
2018	for principal and interest
2019	for principal and interest

Following any extension of Pledged Taxes, interest or principal coming due at any time when there are insufficient funds on hand from the Pledged Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Pledged Taxes

herein levied; and when the Pledged Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced.

Section 17. Filing with County Clerks. After this Ordinance becomes effective, a copy hereof, certified by the Village Clerk, shall be filed with the County Clerks. The County Clerks shall in and for each of the years required ascertain the rate percent required to produce the aggregate Pledged Taxes hereinbefore provided to be levied in each of said years; and the County Clerks 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 in said years the Pledged Taxes shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes of the Village for said years are levied and collected, and in addition to and in excess of all other taxes. The Pledged Taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying principal of and interest on the Bonds.

Section 18. Abatement of Pledged Taxes. Not earlier than May 2 and not later than the last date in any tax year that the County Clerks will accept the filing of an ordinance levying a tax to be extended during such tax year for the payment of principal of and interest on general obligation bonds, the Village Treasurer will determine the amount of Pledged Revenues then on deposit in the Alternate Bond and Interest Subaccount. The Village Treasurer will set forth the aggregate amount of Pledged Revenues which are then on deposit and available for the purpose of abating the Pledged Taxes to be extended during that tax year and will transmit such information to the Board.

By proper proceedings the Village Board will thereafter abate the Pledged Taxes by the amount so deposited in the Alternate Bond and Interest Subaccount.

Section 19. 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 Alternate Bond and Interest Subaccount 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 Alternate Bond and Interest Subaccount and from 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 System, the Pledged Moneys, the Revenue Fund 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 Pledged Revenues as provided herein and, if applicable, will deposit the Pledged 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 Pledged Revenues, (ii) to levy the Pledged Taxes or (iii) 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 Pledged Taxes can be levied and extended and that the Pledged Revenues and the Pledged Taxes may be collected and deposited to the credit of the Alternate Bond and Interest Subaccount and the Bond Fund, respectively, all 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 Pledged Revenues, as herein provided, and from the levy of the Pledged Taxes, all as provided in the Reform Act.

H. The Village will maintain the System in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect thereto required by State and Federal law.

I. The Village will establish and maintain at all times reasonable fees, charges, and rates for the use and service of the System and will provide for the collection thereof and the segregation and application of the Revenues in the manner provided by this Ordinance, sufficient at all times to pay for the System, Operation and Maintenance Costs, to provide Net Revenues in each Fiscal Year in an amount not less than 135% of the amount of principal of and interest on all Outstanding Revenue Bonds payable from the Net Revenues, to provide an adequate depreciation fund, to pay the principal of and interest on all Outstanding Revenue Bonds and to provide for the creation and maintenance and funding of the respective accounts as provided in Section 13 of this Ordinance. It is hereby expressly provided that the pledge and establishment of rates or charges for use of the System shall constitute a continuing obligation of the Village with respect to such establishment and a continuing appropriation of the amounts received.

J. There shall be charged against all users of the System, such rates and amounts for services as shall be adequate to meet the requirements of this Ordinance. Charges for services rendered to the Village shall be made against the Village, and payment for the same shall be made monthly from the corporate funds into the Fund as revenues derived from the operation of the System; *provided however*, that the Village need not charge itself for such services if in the previous Fiscal Year Revenues not including any payments made by the Village shall have met the requirements of this Ordinance.

K. Within six months following the close of each Fiscal Year, the Village will cause the books and accounts of the Fund to be audited by independent certified public accountants in accordance with appropriate audit standards. Said audit will be available for inspection by the registered owners of any of the Bonds.

Section 20. Future Revenue Bonds and Additional Bonds. A. The Village reserves the right to issue Future Revenue Bonds without limit (subject to any restrictions relating to the 2003 Bonds) provided that upon the issuance of such Future Revenue Bonds, the Village shall be able to demonstrate in the same manner as provided in the Reform Act as written at this time that at such time all Outstanding Bonds could then be issued as if not then having previously been

issued; that is, that the requirements of the Reform Act for the issuance of Alternate Bonds payable from the Pledged Revenues shall have been met on such date for all Outstanding Bonds.

B. The Village reserves the right to issue Additional Bonds from time to time payable from the Pledged Revenues, and any such Additional Bonds shall share ratably and equally in the Pledged Revenues with the Bonds; *provided, however*, that no Additional Bonds shall be issued except upon compliance with the provisions of the Reform Act as the Reform Act is written at this time.

Section 21. 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 Pledged Moneys and shall no longer have the benefits of any covenant for the registered owners of Outstanding Bonds as set forth herein as such relates to lien and security of the Bonds in the Pledged Moneys.

Section 22. Sale of the Bonds. The Bonds hereby authorized shall be sold and executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to the Purchaser upon receipt of the Purchase Price, plus accrued interest to the date fixed for delivery of the Bonds. The contract for the sale of the Bonds to the Purchaser presented to the Board at this time is hereby approved and confirmed, it being hereby found and determined that said contract is in the best interests of the Village and that no person holding an office of the Village, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds. The Designated Officers are hereby authorized to execute said bond purchase contract as acceptance thereof, together with such additional documents, certificates and agreements, including but not limited to a Tax Exemption Certificate and Agreement relating to the Bonds, as

shall be deemed necessary by Bond Counsel and the Purchaser to effectuate the issuance and delivery of the Bonds. The Preliminary Official Statement of the Village, relating to the Bonds and heretofore presented to the Board is hereby ratified and approved. The Official Statement of the Village, to be dated within seven days of the date of adoption hereof, relating to the Bonds (the “*Official Statement*”) is hereby approved, 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.

Section 23. Use of Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

A. Accrued interest, if any, received by the Village upon the sale of the Bonds shall be credited to the Bond Fund and applied to pay first interest 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 Bond Fund not more than six months from the date of issuance of the Bonds. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser on behalf of the Village from the proceeds of the Bonds.

C. The remaining funds, together with such additional amounts as may be necessary or advisable, shall be used to effectuate the Refunding and to that end, shall be deposited in an irrevocable escrow account with the Escrow Agent, pursuant to an Escrow Agreement to be executed by the Designated Officers, said agreement to be in form as provided by Bond Counsel and approved by the Village Attorney. The

Designated Officers are hereby authorized and directed to sign the Escrow Agreement in such form, with such changes, insertions, omissions and additions as they shall reasonably determine appropriate and necessary to constitute official approval thereof by the Board, it being the express intent of the Board that no further official action shall be required to approve same. The Purchaser, Farr, Miller & Washington LLC, Washington, D.C., and the Escrow Agent be and the same are each hereby authorized to act as agent for the Village in the purchase of the Government Securities described and set forth in the Escrow Agreement. Alternatively, the Treasurer may determine that the sum of principal proceeds of the Bonds as is necessary, together with such money in the debt service funds for the Refunded 2003G Bonds as may be advisable for the purpose, shall be set aside and used by the Treasurer of the Village to accomplish the Refunding of the Refunded 2003G Bonds.

D. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Refunded Bonds, the Village by the Board does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded 2003G Bonds for redemption on _____, 2013, and the Refunded 2004E Bonds [maturing on and after May 1, 2015], for redemption on May 1, 2014, all as provided by the terms of the Escrow Agreement.

Section 24. Not Private Activity Bonds. None of the Bonds is a “private activity bond” as defined in Section 141(a) of the Code. In support of such conclusion, the Village certifies, represents and covenants as follows:

A. No portion of the capital facilities financed with the proceeds of the Refunded Bonds or the Bonds has been or will be used, directly or indirectly, by any person other than a state or local governmental unit as a result of (i) ownership, (ii) actual

or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any similar arrangement, agreement or understanding, whether written or oral, except on the same basis as the general public.

B. No direct or indirect payments have been or are to be made on any Refunded Bond or any Bond with respect to any private business use by any person other than a state or local governmental unit.

C. None of the proceeds of the Refunded Bonds or the Bonds has been or is to be used, directly or indirectly, to make or finance loans to persons.

D. No user of the System other than the Village will use the same on any basis other than the same basis as the general public; and no person other than the Village will be a user of the System as a result of (i) ownership or (ii) actual or beneficial use pursuant to a lease, a management or incentive payment contract, or (iii) any other similar arrangement.

Section 25. General Arbitrage Covenants. The Village represents and certifies as follows with respect to the Bonds:

A. No portion of the System has been or is expected to be sold or otherwise disposed of in whole or in material part prior to the last maturity of the Bonds. “*Material part*” means (i) land except occasional small parcels no longer useful to the System, or (ii) any System improvement or personal property or fixtures in excess of that which is expected to be sold, traded in or discarded upon wearing out or becoming obsolete.

B. Except for the Alternate Bond and Interest Subaccount and the Bond Fund, 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 and such subaccount have been established and will be funded in a

manner primarily to achieve a proper matching of tax revenues and debt service, and will be collectively depleted at least annually to an amount not in excess of 1/12 the particular annual debt service on the Bonds. Money deposited therein will be spent within a 13-month period beginning on the date of deposit, and investment earnings therein will be spent or withdrawn within a one-year period beginning on the date of receipt.

C. The investment of proceeds or funds related to the Bonds by the Village officers at a yield which is restricted to a lower yield than otherwise obtainable in order to meet any covenants relating to the Tax-exempt status of the Bonds, as advised by Bond Counsel, or as otherwise determined to be necessary for such purpose, is expressly authorized and directed.

The Village also certifies and further covenants with the Purchaser and the registered owners of the Bonds from time to time outstanding that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner which will cause the Bonds to be “*arbitrage bonds*” within the meaning of Code Section 148 and any lawful regulations promulgated thereunder, as the same presently exist or may from time to time hereafter be amended, supplemented or revised.

Section 26. Arbitrage Rebate. The Village represents and certifies as follows with respect to the requirements of Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” (the “*Rebate Requirement*”) to the United States:

A. Unless an applicable exception to the Rebate Requirement is available to the Village, the Village will meet the Rebate Requirement.

B. Relating to applicable exceptions, any Designated Officer hereby authorized to make such elections under the Code as either such officer shall deem reasonable and in the best interests of the Village.

C. The financial officer of the Village shall, not less frequently than annually, cause to be determined the accrued liability under the Rebate Requirement. Said officer shall cause to be paid to the United States Treasury, without further order or direction from the Board, from time to time as required, amounts sufficient to meet the Rebate Requirement.

Section 27. Further Tax Covenants. The Village agrees to comply with all provisions of the Code which, if not complied with by the Village, would cause the Bonds not to be Tax-exempt. 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 pay to the United States, if necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) 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. Registered Form. The Village recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 29. Opinion of Counsel Exception. The Village reserves the right to use or invest moneys in connection with the Bonds in any manner, or to use, treat or contract with respect to the System, notwithstanding the covenants (in Sections 24 to 28) herein, provided it shall first have received an opinion from an attorney or a firm of attorneys of nationally recognized standing relating to Tax-exempt bonds to the effect that use or investment of such moneys, or use of the System, as contemplated will not result in any adverse effect on the Tax-exempt status of interest on the Bonds.

Section 30. Continuing Disclosure Undertaking. The Designated Officers are hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in customary form as approved by the Village Attorney. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on 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. Municipal Bond Insurance. In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and 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 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 the Escrow Agent under the Escrow Agreement, each in accordance with the terms hereof; and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

Section 33. 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 Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 34. 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 35. 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 36. Effective Date. This Ordinance shall be effective immediately upon its passage by the Board, signing and approval by the President.

PASSED by the Board on June 25, 2013.

APPROVED: June 25, 2013.

President

AYES: _____

NAYS: _____

ABSENT: _____

PUBLISHED in pamphlet form by authority of the Board on June __, 2013.

RECORDED in the Village Records on June 25, 2013.

ATTEST:

Village Clerk

[SEAL]

EXHIBIT A

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 25th day of June 2013.

The President called the meeting to order and directed the Village 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.

* * * * *

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 refunding previous series of alternate bonds heretofore issued by the Village, (2) that the bonds are issued as alternate revenue bonds pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, (3) that the Bond Ordinance provides for the bonds to be paid by revenues of the waterworks and sewerage system, but there is also a back-up levy of taxes to pay the bonds, and (4) 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 Village 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.

Village 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 and acting Village 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 25th day of June 2013, insofar as same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 at least 96 hours in advance of the holding of the Meeting, and remained continuously posted until on or after the adjournment of the Meeting; that at least one copy of the Agenda was continuously available for public review during the entire 96-hour period preceding said 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 25th day of June 2013.

Village Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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*") of the Village.

I do further certify that on the ____ day of June 2013 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution of certain Village revenues to pay said bonds.

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

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of June 2013.

Village 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 _____ 2013, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 25th day of June 2013, 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 _____ 2013.

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 _____ 2013, there was filed in my office a duly certified copy of an ordinance entitled:

AN ORDINANCE authorizing and providing for the issuance of \$_____ General Obligation Refunding Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2013C, of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the purpose of refunding certain heretofore issued and now outstanding Series 2003G and Series 2004E Bonds of said Village, authorizing the execution of an escrow agreement and providing for the imposition of taxes to pay the same, and for the collection, segregation and distribution 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 25th day of June 2013, 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 _____ 2013.

County Clerk of
The County of Cook, Illinois

[SEAL]

TYPE:
Ordinance

SUBMITTED BY:
Tim Sloth

DEPARTMENT:
Finance

DATE:
6/25/2013

DESCRIPTION:

An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$ _____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:
APPROVED AFL 6-0

DATE:
6/18/2013

BACKGROUND:

This is straight refunding meaning the Village will simply have reduced debt service costs going forward. We will not be taking the savings up front, earmarking the savings for other spending purposes, or extending the debt out a longer term. The original bonds were issued to finance various utility infrastructure improvements.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary analysis statement prepared by Speer Financial for the Board's review.

The Bonds will constitute valid and legally binding obligations of the Village. I have included the preliminary analysis statement prepared by Speer Financial for the Board's review. The preliminary official statement is included for the Board's review while the actual Ordinance is still being drafted by Speer pending final pricing and ratings review.

A representative from Speer Financial will be at the meeting to assist in fielding any questions in regards to this issuance.

Please Note: All numbers are subject to change due to the fact that final pricing has not been set and interest rates change on a daily basis.

KEY ISSUES:

Refunding bonds to take advantage of the current interest rate environment.

ALTERNATIVES:

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

RECOMMENDATION:

Staff recommends approval of the Ordinance.

BUDGET IMPACT:

At this time, total savings are estimated at \$364,800 over the next 5 years. Reduced debt service ranges from a low of \$68,804 in 2014 to a high of \$76,485 in 2015.

ACTION REQUIRED:

Approval of Ordinance.

ATTACHMENTS:

Name:

Description:

☐ [4A 2013 D Supporting Documents.pdf](#)

Speer Analysis

☐ [4 Ordinance.doc](#)

Ordinance

☐ [3 BENSENVILLE TAX GO REF CERT 2013D OS draft 6 13 13.pdf](#)

Preliminary Official Statement

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

\$4,805,000 General Obligation Taxable Refunding Debt Certificates, Series 2013D

Refunds General Obligation Taxable Debt Certificates, Series 2004B (2015-18)

PNC Run

Sources & Uses

Dated 07/11/2013 | Delivered 07/11/2013

Sources Of Funds

Par Amount of Bonds	\$4,805,000.00
Transfers from Prior Issue Debt Service Funds	30,231.11

Total Sources	\$4,835,231.11

Uses Of Funds

Total Underwriter's Discount (0.850%)	40,842.50
Costs of Issuance	50,000.00
Deposit to Net Cash Escrow Fund	4,743,361.18
Rounding Amount	1,027.43

Total Uses	\$4,835,231.11

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

\$4,805,000 General Obligation Taxable Refunding Debt Certificates, Series 2013D

Refunds General Obligation Taxable Debt Certificates, Series 2004B (2015-18)

PNC Run

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
06/01/2014	135,000.00	0.900%	68,275.56	203,275.56
06/01/2015	1,140,000.00	1.150%	75,595.00	1,215,595.00
06/01/2016	1,160,000.00	1.400%	62,485.00	1,222,485.00
06/01/2017	1,175,000.00	1.800%	46,245.00	1,221,245.00
06/01/2018	1,195,000.00	2.100%	25,095.00	1,220,095.00
Total	\$4,805,000.00	-	\$277,695.56	\$5,082,695.56

Yield Statistics

Bond Year Dollars	\$16,036.11
Average Life	3.337 Years
Average Coupon	1.7316889%
Net Interest Cost (NIC)	1.9863797%
True Interest Cost (TIC)	1.9937677%
Bond Yield for Arbitrage Purposes	1.7286414%
All Inclusive Cost (AIC)	2.3223697%

IRS Form 8038

Net Interest Cost	1.7316889%
Weighted Average Maturity	3.337 Years

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

\$4,805,000 General Obligation Taxable Refunding Debt Certificates, Series 2013D

Refunds General Obligation Taxable Debt Certificates, Series 2004B (2015-18)

PNC Run

Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
06/01/2014	203,275.56	1,018,654.00	1,221,929.56	1,290,734.00	68,804.44
06/01/2015	1,215,595.00	-	1,215,595.00	1,292,080.00	76,485.00
06/01/2016	1,222,485.00	-	1,222,485.00	1,295,064.00	72,579.00
06/01/2017	1,221,245.00	-	1,221,245.00	1,294,096.00	72,851.00
06/01/2018	1,220,095.00	-	1,220,095.00	1,294,176.00	74,081.00
Total	\$5,082,695.56	\$1,018,654.00	\$6,101,349.56	\$6,466,150.00	\$364,800.44

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	345,166.12
Net PV Cashflow Savings @ 2.322%(AIC)	345,166.12
Transfers from Prior Issue Debt Service Fund	(30,231.11)
Contingency or Rounding Amount	1,027.43
Net Present Value Benefit	\$315,962.44
Net PV Benefit / \$4,475,000 Refunded Principal	7.061%
Net PV Benefit / \$4,805,000 Refunding Principal	6.576%

Refunding Bond Information

Refunding Dated Date	7/11/2013
Refunding Delivery Date	7/11/2013

VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS

\$4,805,000 General Obligation Taxable Refunding Debt Certificates, Series 2013D

Refunds General Obligation Taxable Debt Certificates, Series 2004B (2015-18)

PNC Run

Debt Service To Maturity And To Call

Date	Refunded Bonds	Interest to Call	D/S To Call	Principal	Interest	Refunded D/S
12/01/2013	-	136,040.00	136,040.00	-	136,040.00	136,040.00
06/01/2014	4,475,000.00	136,040.00	4,611,040.00	-	136,040.00	136,040.00
12/01/2014	-	-	-	-	136,040.00	136,040.00
06/01/2015	-	-	-	1,020,000.00	136,040.00	1,156,040.00
12/01/2015	-	-	-	-	105,032.00	105,032.00
06/01/2016	-	-	-	1,085,000.00	105,032.00	1,190,032.00
12/01/2016	-	-	-	-	72,048.00	72,048.00
06/01/2017	-	-	-	1,150,000.00	72,048.00	1,222,048.00
12/01/2017	-	-	-	-	37,088.00	37,088.00
06/01/2018	-	-	-	1,220,000.00	37,088.00	1,257,088.00
Total	\$4,475,000.00	\$272,080.00	\$4,747,080.00	\$4,475,000.00	\$972,496.00	\$5,447,496.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	7/11/2013
Average Life	3.463 Years
Average Coupon	6.2750674%
Weighted Average Maturity (Par Basis)	3.463 Years

Refunding Bond Information

Refunding Dated Date	7/11/2013
Refunding Delivery Date	7/11/2013

ORDINANCE NUMBER _____

AN ORDINANCE of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.

Adopted by the President and Board of Trustees of said Village on the 25th day of June 2013.

Published in Pamphlet Form by Authority of the President and Board of Trustees on the ____ day of June 2013.

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[This table of contents is for the convenience of the reader and is not a part of this Ordinance.]

ORDINANCE NUMBER _____

AN ORDINANCE of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$ _____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, prescribing the details of the Agreement and Certificates, and providing for the security for and means of payment under the Agreement of the Certificates.

— WHEREAS —

A. The Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”), is a municipality and unit of local government of the State of Illinois (the “*State*”) operating, *inter alia*, under and pursuant to the following laws:

1. the Illinois Municipal Code (the “*Municipal Code*”);
2. the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and in particular, the provisions of Section 17 of the Debt Reform Act (the “*Installment Purchase Provisions of the Debt Reform Act*”); and
3. all other Omnibus Bond Acts of the State;

in each case, as supplemented and amended (collectively, “*Applicable Law*”).

B. Pursuant to the Installment Purchase Provisions of the Debt Reform Act, as amended, the Village has the powers as follows:

The governing body of each governmental unit may purchase or lease either real or personal property, including investments, investment agreements, or investment services, through agreements that provide that the consideration for the purchase or lease may be paid through installments made at stated intervals for a period of no more than 20 years or another period of time authorized by law, whichever is greater *provided, however*, that investments, investments agreements or investment services purchased in connection with a bond issue may be paid through installments

made at stated intervals for a period of time not in excess of the maximum term of such bond issue. Each governmental unit may issue certificates evidencing the indebtedness incurred under the lease or agreement. The governing body may provide for the treasurer, comptroller, Finance Director and Treasurer, or other officer of the governing body charged with financial administration to act as counter-party to any such lease or agreement, as nominee lessor or seller. When the lease or agreement is executed by the officer of the governmental unit authorized by the governing body to bind the governmental unit thereon by the execution thereof and is filed with and executed by the nominee lessor or seller, the lease or agreement shall be sufficiently executed so as to permit the governmental unit to issue certificates evidencing the indebtedness incurred under the lease or agreement. The certificates shall be valid whether or not an appropriation with respect thereto is included in any annual or supplemental budget adopted by the governmental unit. From time to time, as the governing body executes contracts for the purpose of acquiring and constructing the services or real or personal property that is a part of the subject of the lease or agreement, including financial, legal, architectural, and engineering services related to the lease or agreement, the governing body shall order the contracts filed with its nominee officer, and that officer shall identify the contracts to the lease or agreement; that identification shall permit the payment of the contract from the proceeds of the certificates; and the nominee officer shall duly apply or cause to be applied proceeds of the certificates to the payment of the contracts. The governing body of each governmental unit may sell, lease, convey, and reacquire either real or personal property, or any interest in real or personal property, upon any terms and conditions and in any manner, as the governing body shall determine, if the governmental unit will lease, acquire by purchase agreement, or otherwise reacquire the property, as authorized by this subsection or any other applicable law.

All indebtedness incurred under this subsection, when aggregated with the existing indebtedness of the governmental unit, may not exceed the debt limits provided by applicable law.

C. Pursuant to said provisions, the President and Board of Trustees of the Village (the “*Corporate Authorities*”) previously entered into an Installment Purchase Agreement, dated the 14th day of May, 2004 (the “*Prior Agreement*”) and did also provide for the issuance of certificates evidencing the debt thereunder, described as follows:

Certificates (herein the “*Prior Certificates*”) designated “*General Obligation Taxable Refunding Debt Certificates, Series 2004B*”; in the amount of \$5,440,000, dated May 14, 2004; in fully registered form, in denominations of \$5,000 or integral multiples thereof; and due and payable (subject to prior redemption as hereinafter stated) on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	INTEREST RATE (%)
2014	965,000	5.56
2018	4,475,000	6.08

of which Prior Certificates those due on June 1, 2018, are subject to redemption prior to maturity at the option of the Village, from any available funds, in whole or in part, on June 1, 2014, and if in part, in any order of maturity as selected by the Village, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot, at a redemption price of par plus accrued interest to the date fixed for redemption.

D. The Corporate Authorities have determined that interest rates in the market for obligations such as the Prior Certificates are now more favorable than at the time of issuance and that it is advantageous to the Village to refinance and refund the Prior Agreement and Prior Certificates (collectively, the “*Prior Obligations*”) to achieve debt service savings for the Village, and in so doing acquire all rights to payment in the Prior Agreement and provide for a new installment purchase agreement having such rights and to issue a new series of debt certificates evidencing the interest therein (such refinancing, refunding and acquisition of rights in the Prior Agreement being the “*Refinancing*”).

E. The Corporate Authorities find that it is desirable and in the best interests of the Village to avail of the provisions of the Installment Purchase Provisions of the Debt Reform Act, as quoted, as follows:

1. To authorize an Installment Purchase Agreement (the “*Agreement*”) more particularly as described and provided below in the text of this Ordinance;

2. To name as counter-party to the Agreement the Village Treasurer, being an officer of the Corporate Authorities charged with financial administration (the “*Treasurer*”), as nominee-seller;

3. To authorize the President of the Village (the “*President*”) and the Village Clerk (the “*Clerk*”) to execute and attest, respectively, the Agreement on behalf of the Village and to file same with the Clerk in her capacity as keeper of the records and files of the Village; and

4. To issue certificates evidencing the indebtedness incurred under the Agreement in the amount of \$_____, in form and having such details as set forth below in the text of this Ordinance.

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.

Applicable Law

Clerk

Corporate Authorities

Debt Reform Act

Installment Purchase Provisions of the Debt Reform Act

Municipal Code

President

Prior Agreement

Prior Certificates

Prior Obligations

Refinancing

State

Treasurer

Village

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

“*Agreement*” means the Installment Purchase Agreement, as referred to in the preambles of this Ordinance, for the purpose of the Refinancing and for the payment of all Related Expenses.

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

“*Certificate Fund*” means the fund established and defined in (Section 13 of) this Ordinance.

“*Certificate Moneys*” means moneys on deposit in the Certificate Fund.

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

“Certificate Registrar” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as certificate registrar and paying agent hereunder, or a successor thereto or a successor designated as Certificate Registrar hereunder.

“Certificates” means the \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, authorized to be issued by this Ordinance.

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

“Continuing Disclosure Undertaking” means the undertaking by the Village as authorized in (Section 14 of) this Ordinance.

“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.

“Escrow Agent” means The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as escrow agent or a successor thereto or a successor designated as Escrow Agent hereunder.

“Escrow Agreement” means the agreement by and between the Village and the Escrow Agent to make provision for the Prior Agreement Prepayment as authorized in (Section 13 of) this Ordinance and set forth as *Exhibit A*.

“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.

“Ordinance” means this Ordinance, numbered as set forth on the title page hereof, and passed by the Corporate Authorities on the 25th day of June 2013.

“Purchase Contract” is defined in (Section 12 of) this Ordinance.

“Purchase Price” means the price to be paid by the Purchaser pursuant to the Purchase Contract for the Certificates, to-wit, \$_____.

“Purchaser” means the purchaser (underwriter) of the Certificates, namely PNC Capital Markets LLC, Chicago, Illinois.

“Record Date” means the 15th day of the month preceding any regular or other interest payment date occurring on the first day of any month and 15 days preceding any interest payment date occasioned by the redemption of Certificates on other than the first day of a month.

“Related Expenses” means expenses related to the Refinancing or incidental thereto, including financial, legal and other such service expenses.

“Term Certificates” means certificates subject to mandatory redemption by operation of the Certificate Fund and designated as Term Certificates pursuant to this Ordinance (Section 6).

C. Definitions also appear in the preambles hereto or in specific sections, as appear below. The headings in this Ordinance are for the convenience of the reader and are not a part 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 incorporate them into this Ordinance by this reference.

Section 3. Determination to Authorize and Enter into Agreement and to Issue Certificates. It is necessary and advisable for the public welfare and convenience of residents of the Village to provide for and pay the costs of the Refinancing, including all Related Expenses, and to borrow money and, in evidence thereof and for the purpose of financing same, enter into the Agreement and, further, to provide for the issuance and delivery of the Certificates evidencing the indebtedness incurred under the Agreement.

Section 4. Agreement is a General Obligation; Annual Appropriation. The Village hereby represents, warrants and agrees that the obligation to make the payments due under the Agreement shall be a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the total amount due the Seller under the Agreement, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement.

Section 5. Execution and Filing of the Agreement. From and after the effective date of this Ordinance, the President and Clerk be and they are hereby authorized and directed to execute and attest, respectively, the Agreement, in substantially the form thereof set forth below in the text of this Ordinance, and to do all things necessary and essential to effectuate the provisions of the Agreement, including the execution of any documents and certificates incidental thereto or necessary to carry out the provisions thereof. Further, as nominee-seller, the Finance Director and Treasurer is hereby authorized and directed to execute the Agreement. Upon full execution, the original of the Agreement shall be filed with the Clerk and retained in the Village records and constitute authority for issuance of the Certificates. Subject to such discretion of the officers signatory to the document as described in the foregoing text, the Installment Purchase Agreement shall be in substantially the form as follows:

INSTALLMENT PURCHASE AGREEMENT for acquisition of those rights under a certain previously issued, existing and outstanding installment purchase agreement and related debt certificates by means of the refinancing and refunding of same, this agreement being dated the ____ day of _____, 2013, in and for the Village of Bensenville, DuPage and Cook Counties.

THIS INSTALLMENT PURCHASE AGREEMENT (this “*Agreement*”) made as of the ____ day of _____ 2013 by and between the Treasurer of the Village, as Nominee-Seller (the “*Seller*”), and the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality and unit of local government of the State of Illinois (the “*Village*”):

WITNESSETH

A. The President and Board of Trustees (the “*Corporate Authorities*”) of the Village have previously provided for a certain Prior Agreement and related Prior Certificates as such terms have been defined in the Ordinance hereinafter mentioned and defined, all as previously approved in various proceedings by the Corporate Authorities and on file with the Village Clerk (the “*Clerk*”).

B. Pursuant to the provisions of the Illinois Municipal Code (the “*Municipal Code*”); the Local Government Debt Reform Act of the State of Illinois (the “*Debt Reform Act*”), and, in particular, the provisions of Section 17 of the Debt Reform Act; and all other Omnibus Bond Acts of the State of Illinois; in each case, as supplemented and amended (collectively “*Applicable Law*”); the Village has the power to refinance and refund such Prior Obligations through a new agreement which provides that the consideration for the refinancing and acquisition of the rights to payment evidenced in the Prior Obligations may be paid through installments made at stated intervals for a period of no more than 20 years and has the power to issue certificates evidencing indebtedness incurred under such agreement.

C. On the 25th day of June 2013, the Corporate Authorities, pursuant to Applicable Law and the need to provide for the Refinancing, adopted an ordinance (the “*Ordinance*”), numbered _____ authorizing the borrowing of money for the Refinancing and Related Expenses, the execution and delivery of this Agreement to finance same, and the issuance of certificates evidencing the indebtedness so incurred.

D. The Ordinance is

- (a) incorporated herein by reference; and
- (b) made a part hereof as if set out at this place in full;

and each of the terms as defined in the Ordinance is also incorporated by reference for use in this Agreement.

E. The Seller, as nominee as expressly permitted by Applicable Law, has agreed to accept the Refinancing on the terms as hereinafter provided.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, it is mutually agreed between the Seller and the Village as follows:

1. REFINANCING ACCEPTED

The Seller agrees to accept the Refinancing upon the terms herein.

2. CONVEYANCE

The Seller conveys to the Village pursuant to this Agreement all of the rights, title and interest to payments under the Prior Agreement subject to the proper completion of the Refinancing upon terms such that all Prior Certificates shall be defeased in accordance with their terms.

3. PAYMENTS

The payment of the entire sum of \$_____ (par value) of said acquisition price shall:

- (a) be payable in installments due on the dates and in the amounts;
- (b) bear interest at the rates percent per annum which interest shall also be payable on the dates and in the amounts;
- (c) be payable at the place or places of payment, in the medium of payment, and upon such other terms, including prepayment (redemption);

all as provided for payment of the Certificates in the Ordinance.

4. ASSIGNMENT

Rights to payment of the Seller as provided in this Agreement are assigned as a matter of law, under Section 17 of the Debt Reform Act, to the owners of the Certificates. This Agreement and any right, title, or interest herein, shall not be further assignable. The Certificates, evidencing the indebtedness incurred hereby, are assignable (registrable) as provided in the Ordinance.

5. PRIOR AGREEMENT

The Seller's duties to the Village as to the Project, which exist under the Prior Agreement, shall continue in existence as if incorporated herein by reference.

6. LAWFUL CORPORATE OBLIGATION

The Village hereby represents, warrants, and agrees that the obligation to make the payments due hereunder shall be a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represents and warrants that the total amount due the Seller hereunder, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agrees to appropriate funds of the Village annually and in a timely

manner so as to provide for the making of all payments when due under the terms of this Agreement.

7. GENERAL COVENANT AND RECITAL

It is hereby certified and recited by the Seller and the Village, respectively, that as to each, respectively, for itself, all conditions, acts, and things required by law to exist or to be done precedent to and in the execution of this Agreement did exist, have happened, been done and performed in regular and due form and time as required by law.

8. NO SEPARATE TAX

THE SELLER AND THE VILLAGE RECOGNIZE THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

9. DEFAULT

In the event of a default in payment hereunder by the Village, the Seller or any Certificateholder may pursue any available remedy by suit at law or equity to enforce the payment of all amounts due or to become due under this Agreement, including, without limitation, an action for specific performance.

IN WITNESS WHEREOF the Seller has caused this Installment Purchase Agreement to be executed and attested, and his signature to be attested by the Clerk, and the Village has caused this Installment Purchase Agreement to be executed by its President, and also attested by the Clerk, and the official seal of the Village to be hereunto affixed, all as of the day and year first above written.

SELLER: Signature: _____

 Name: _____
 as Nominee-Seller and the Village Treasurer

ATTEST:

Village Clerk

[SEAL]

VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS

President

ATTEST:

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF INSTALLMENT PURCHASE AGREEMENT FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such officer I do hereby certify that on the ____ day of _____ 2013 there was filed in my office a properly certified copy of that certain document, executed by the President of the Village, attested by me in my capacity as Village Clerk, and further executed, as Nominee-Seller, by the Treasurer of the Village, also attested by me, dated the ____ day of _____ 2013, and entitled "INSTALLMENT PURCHASE AGREEMENT for acquisition of those rights under a certain previously issued, existing and outstanding installment purchase agreement and related debt certificates by means of the refinancing and refunding of same, this agreement being dated the ____ day of _____ 2013, in and for the Village of Bensenville, DuPage and Cook Counties, Illinois"; and supporting the issuance of certain Taxable General Obligation Refunding Debt Certificates, Series 2013D, of the Village; that attached hereto is a true and complete copy of said Agreement as so filed; 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 Village of Bensenville, DuPage and Cook Counties, Illinois at Bensenville, Illinois, this ____ day of _____ 2013.

Village Clerk

[SEAL]

Section 6. Certificate Details. For the purpose of providing for the Refinancing and Related Expenses, there shall be issued and sold the Certificates. The Certificates shall each be designated “*Taxable General Obligation Refunding Debt Certificate, Series 2013D*”. The Certificates shall be issued in the amount of \$_____, shall be dated the date of issuance, _____, 2013 (the “*Dated Date*”), and shall also bear the date of authentication thereof. The Certificates shall be in fully registered form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Certificate shall represent principal maturing on more than one date), and shall be numbered 1 and upward. The Certificates shall become due and payable (subject to prior redemption as hereinafter stated) on June 1 of the years and in the amounts and bearing interest at the rates per annum as follows:

YEAR	AMOUNT (\$)	INTEREST RATE (%)
2014		
2015		
2016		
2017		
2018		

Those of the Certificates due on June 1, 20__ are Term Certificates under this Ordinance and are subject to mandatory redemption by operation of the Certificate Fund at a price of par and accrued interest, without premium, on June 1 of the years and in the amounts as follows:

FOR THE TERM BONDS OF JUNE 1, 20__

YEAR	AMOUNT (\$)

Each Certificate 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 Certificate 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 1 and December 1 of each year, commencing on December 1, 2013. Interest on each Certificate shall be paid by check or draft of the Certificate Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Certificate is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Certificate at the address as shown in the Certificate Registrar 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 or its nominee is the registered owner as of a given Record Date. The principal of or redemption price due on the Certificates shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office maintained for such purpose of the Certificate Registrar as currently maintained, as may be relocated from time to time, or at successor Certificate Registrar and locality.

Section 7. Execution; Authentication. The Certificates 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 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 Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Certificates shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Certificate Registrar as authenticating agent of the Village and showing the date of authentication. No Certificate 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 Certificate Registrar by manual signature,

and such certificate of authentication upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Ordinance. The certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized officer of the Certificate Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Certificates issued hereunder.

Section 8. Redemption.

A. *Optional Redemption.* The Certificates are not subject to optional redemption prior to maturity.

B. *Term Certificates, Mandatory Redemption, and Covenants.* Those of the Certificates designated as Term Certificates are subject to mandatory redemption by operation of the Certificate Fund at a price of not to exceed par and accrued interest, without premium, on June 1 of the years and in the amounts as set forth in the above table. The Village covenants that it will redeem Term Certificates pursuant to the mandatory redemption requirement for such Term Certificates. If the Village purchases Term Certificates of any maturity and cancels the same from Certificate Moneys as hereinafter described, then an amount equal to the principal amount of Term Certificates so redeemed or purchased shall be deducted from the mandatory redemption requirements provided for Term Certificates 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 Certificates as due at maturity or subject to mandatory redemption in any year, as the Village shall determine. If the Village purchases Term Certificates of any maturity and cancels the same from moneys other than Certificate Moneys, then an amount equal to the principal amount of Term Certificates so redeemed or purchased shall be deducted from the amount of such Term Certificates as due at maturity or subject to mandatory redemption requirement in any year, as the Village shall determine.

Section 9. Redemption Procedures. The Certificates subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows:

A. *Notice to Registrar; Selection of Certificates.* For a mandatory redemption, unless otherwise notified by the Village, the Certificate Registrar will proceed on behalf of the Village as its agent to provide for the mandatory redemption of such Term Certificates without further order or direction hereunder or otherwise. For purposes of any redemption of less than all of the Certificates of a single maturity, the particular Certificates or portions of Certificates to be redeemed shall be selected by lot by the Certificate Registrar for the Certificates of such maturity by such method of lottery as the Certificate Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Certificates or portions thereof so that any \$5,000 Certificate or \$5,000 portion of a Certificate shall be as likely to be called for redemption as any other such \$5,000 Certificate or \$5,000 portion. The Certificate Registrar shall make such selection upon the earlier of the irrevocable receipt of funds sufficient to pay the redemption price of the Certificates to be redeemed or the time of the giving of official notice of redemption.

B. *Official Notice of Redemption.* The Certificate Registrar shall promptly notify the Village in writing of the Certificates or portions of Certificates selected for redemption and, in the case of any Certificate selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Certificates to be redeemed, official notice of any such redemption shall be given by the Certificate 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 Certificate or Certificates to be redeemed at

the address shown on the Certificate Register or at such other address as is furnished in writing by such registered owner to the Certificate Registrar. All official notices of redemption shall include the name of the Certificates and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding Certificates of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Certificates within such maturity, the respective principal amounts) of the Certificates to be redeemed;
- (4) a statement that on the redemption date the redemption price will become due and payable upon each such Certificate 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 Certificates are to be surrendered for payment of the redemption price, which place of payment shall be the office maintained for the purpose by the Certificate Registrar.

C. *Certificates Shall Become Due.* Official notice of redemption having been given as described, the Certificates or portions of Certificates 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 not make full payment of the redemption price) such Certificates or portions of Certificates shall cease to bear interest. Upon surrender of such Certificates for redemption in accordance with said notice, such Certificates shall be paid by the Certificate 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.

D. *Insufficiency in Notice Not Affecting Other Certificates; 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 Certificate, 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 Certificate 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 Certificate 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 Certificate 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 Certificates 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.

E. *New Certificate in Amount Not Redeemed.* Upon surrender for any partial redemption of any Certificate, there shall be prepared for the registered owner a new Certificate or Certificates of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

F. *Effect of Nonpayment upon Redemption.* If any Certificate or portion of Certificate 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 Certificate or portion of Certificate so called for redemption.

G. *Certificates to Be Cancelled; Payment to Identify Certificates.* All Certificates which have been redeemed shall be cancelled and destroyed by the Certificate Registrar and shall not be reissued. Upon the payment of the redemption price of Certificates being redeemed, each check or other transfer of funds issued for such purpose shall identify, by issue and maturity, the Certificates being redeemed with the proceeds of such check or other transfer.

H. *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 Certificates, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rule Making 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 Certificate contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Certificates 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 Certificates, which may contain other provisions relating to notice of redemption of Certificates.

I. *Certificate Registrar to Advise Village.* As part of its duties hereunder, the Certificate 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 10. Book-Entry System Authorized; Registration of Certificates; Owners.

A. The Certificates shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities of the Certificates. Upon initial issuance, the ownership of each such Certificate shall be registered in the Certificate 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 Certificates from time to time shall be registered in the Certificate Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Ordinance). Any Village officer, as representative of the Village, is hereby authorized, empowered, and directed to execute and deliver or to 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 municipal securities industry, or with such changes therein as any 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 Certificates 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 Certificates registered in the Certificate Register in the name of the Book Entry Owner, none of the Village, any of its financial officers, or the Certificate Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Certificates 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 Certificates. Without limiting the meaning of the immediately preceding sentence, the Village, any of its financial officers, and the Certificate 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 Certificates, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Certificates, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Certificate as shown in the Certificate Register, of any amount with respect to principal of or interest on the Certificates. No person other than a registered owner of a Certificate as shown in the Certificate Register shall receive a certificate with respect to any Certificate. 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 Certificate 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 Certificates either that they be able to obtain certificated Certificates or that another depository is preferable, the Village shall notify the Depository, and the Depository shall notify the Depository Participants, of the availability of physical Certificates; and the Certificates shall no longer be restricted to being registered in the Certificate Register in the name of the Book Entry Owner. Alternatively, at such time, the Village may determine that the Certificates 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 Certificates shall be registered in whatever name or names registered owners of Certificates transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

B. The Village shall cause books (the "*Certificate Register*" as herein defined) for the registration and for the transfer of the Certificates as provided in this Ordinance to be kept at the office maintained for such purpose by the Certificate Registrar, which is hereby constituted and appointed the registrar of the Village for the Certificates. The Village is authorized to prepare, and the Certificate Registrar or such other agent as the Village may designate shall keep custody of, multiple Certificate blanks executed by the Village for use in the transfer and exchange of Certificates. Any Certificate 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 Certificate at the office of the Certificate Registrar maintained for the purpose, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Certificate Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Certificate Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Certificate or Certificates of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Certificate Registrar shall not be required to transfer or exchange any Certificate 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 Certificates or to transfer or exchange any Certificate all or a

portion of which has been called for redemption]. The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate; and the Certificate Registrar shall thereby be authorized to authenticate, date, and deliver such Certificate; *provided, however*, the principal amount of Certificates of each maturity authenticated by the Certificate Registrar shall not at any one time exceed the authorized principal amount of Certificates for such maturity less the amount of such Certificates which have been paid. The person in whose name any Certificate 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 Certificate shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Certificates for any transfer or exchange of Certificates, but the Village or the Certificate 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 Certificates [except in the case of the issuance of a Certificate or Certificates for the unredeemed portion of a Certificate surrendered for redemption].

Section 11. Form of Certificate. The Certificates shall be in substantially the form hereinafter set forth; *provided, however*, that if the text of the Certificates is to be printed in its entirety on the front side of the Certificates, 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 CERTIFICATE - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTIES OF DUPAGE AND COOK

VILLAGE OF BENSENVILLE

TAXABLE GENERAL OBLIGATION REFUNDING DEBT CERTIFICATE, SERIES 2013D

See Reverse Side for Additional Provisions.

Interest Rate: _____%	Maturity Date: June 1, 20__	Dated Date: _____, 2013	CUSIP: _____

Registered Owner:

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipality and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above (subject to 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 Certificate 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 1 and December 1 of each year, commencing December 1, 2013, until said Principal Amount is paid or duly provided for. The principal of or redemption price on this Certificate is payable in lawful money of the United States of America upon presentation hereof at the office

maintained for such purpose of The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois, as paying agent and registrar (the "*Certificate Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Certificate Registrar at the close of business on the applicable Record Date (the "*Record Date*"). The Record Date shall be the 15th day of the month preceding any regular or other interest payment date occurring on the first day of the month and 15 days preceding any interest payment date occasioned by the redemption of Certificates on other than the first day of a month. Interest shall be paid by check or draft of the Certificate 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 Certificate Registrar, or as otherwise agreed by the Village and the Certificate Registrar and a qualified securities clearing corporation as depository, or nominee, for so long as this Certificate shall be in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Certificate 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 conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Certificate, including Applicable Law as defined herein, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the obligation to make payments due hereon are a lawful direct general obligation of the Village payable from the corporate funds of the Village and such other sources of payment as are otherwise lawfully available; that the total amount due under the Agreement, represented by

the Certificates, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations; and that the Village shall appropriate funds annually and in a timely manner so as to provide for the making of all payments hereon when due. THE OWNER OF THIS CERTIFICATE ACKNOWLEDGES THAT THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE HEREUNDER.

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

IN WITNESS WHEREOF the Village of Bensenville, DuPage and Cook Counties, Illinois, by its President and Board of Trustees, has caused this Certificate 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 Village 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:

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

[SEAL]

Date of Authentication: _____, _____

CERTIFICATE
OF
AUTHENTICATION

Certificate Registrar and Paying Agent:
The Bank of New York Mellon Trust
Company, National Association
Chicago, Illinois

This Certificate is one of the Certificates described in the within-mentioned Ordinance and is one of the Taxable General Obligation Refunding Debt Certificates, Series 2013D, of the Village of Bensenville, DuPage and Cook Counties, Illinois.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION,
as Certificate Registrar

[FORM OF CERTIFICATE - REVERSE SIDE]

VILLAGE OF BENSENVILLE

DUPAGE AND COOK COUNTIES, ILLINOIS

TAXABLE GENERAL OBLIGATION REFUNDING DEBT CERTIFICATE, SERIES 2013D

This Certificate is one of a series (the “*Certificates*”) in the aggregate principal amount of \$_____ issued by the Village for the purpose of providing funds to pay the cost of the Refinancing and Related Expenses, all as described and defined in the ordinance authorizing the Certificates (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended, and the other Omnibus Bond Acts of the State of Illinois (“*Applicable Law*”), and with the Ordinance, which has been duly passed by the President and Board of Trustees of the Village on the 25th day of June 2013, and approved by the President, in all respects as by law required. The Certificates issued by the Village in connection with the Refinancing have been issued in

evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the "*Agreement*"), dated as of the ____ day of _____ 2013, entered into by and between the Village and its Treasurer, as Seller-Nominee, to which reference is hereby expressly made for further definitions and terms and to all the provisions of which the holder by the acceptance of this certificate assents.

The Certificates are subject to redemption upon the prices, terms and provisions for notice as set forth in the Ordinance.

This Certificate is subject to provisions relating to registration, transfer, and exchange; further provisions of redemption and notice and procedure for redemption; 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.

The Village and the Certificate 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 Certificate 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 Certificate and does hereby irrevocably constitute and appoint

as attorney to transfer the said Certificate 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 Certificate in every particular, without alteration or enlargement or any change whatever.

Section 12. Sale of Certificates. The Certificates hereby authorized shall be sold and executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer, and be by said Treasurer delivered to the Purchaser upon payment of the Purchase Price, plus accrued interest to date of delivery. The contract for the sale of the Certificates to the Purchaser (the "*Purchase Contract*"), submitted to and presented to the Corporate Authorities at this meeting is hereby in all respects approved and confirmed and is in the best interests of the Village, and the officer(s) of the Village designated in the Purchase Contract are authorized and directed to execute the Purchase Contract on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the members of the Corporate Authorities, after due inquiry, 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 the Purchase Contract for the sale of the Certificates to the Purchaser. The “Deemed Final” Official Statement of the Village, dated _____, 2013 (the “DFOS”), relating to the Certificates, presented to the Corporate Authorities with the Ordinance, is hereby ratified and approved. The Official Statement of the Village, to be dated within seven business days of the date of adoption of this Ordinance, relating to the Certificates (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 Certificates. Such officer or officers of the Village as are indicated are hereby authorized to execute and deliver the Official Statement on behalf of the Village.

Section 13. Creation of Funds and Appropriations; Escrow Agreement.

A. There is hereby created the “Taxable General Obligation Refunding Debt Certificates, Series 2013D, Certificate Fund” (the “Certificate Fund”), which shall be the fund for the payment of the principal of and interest on the Certificates. Accrued interest and premium, if any, received upon delivery of the Certificates shall be deposited into the Certificate Fund and be applied to pay the first interest coming due on the Certificates. Funds lawfully available for the purpose shall be deposited into the Certificate Fund and used for the purpose of paying the principal of and interest on the Certificates. Interest income or investment profit earned in the Certificate Fund shall be retained in the Certificate Fund for payment of the principal of or interest on the Certificates on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. Moneys in the Certificate Fund shall be applied to pay principal of and interest on the Certificates as follows:

1. Certificate 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 Certificate Fund, or

2. On or before 65 days preceding a mandatory redemption date, and provided notice is given to the Certificate Registrar on or before said 65th day preceding a mandatory redemption date, Certificate Moneys up to the amount of the redemption requirement on such mandatory redemption date plus interest due on Term Certificates on such date may be applied (a) to the purchase of Term Certificates 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 (b) to the redemption of such Certificates, without premium, pursuant to optional redemption provisions applicable thereto. Upon the purchase or redemption of Term Certificates of any maturity pursuant to this paragraph (2), an amount equal to the principal amount of such Certificates or applicable portion thereof so purchased or redeemed shall be deducted from the mandatory redemption requirement as provided for Term Certificates 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 Certificates as due at maturity or subject to mandatory redemption in any year as the Village shall at such time determine.

B. The amount necessary from the proceeds of the Certificates shall be used either to pay expenses directly at the time of issuance of the Certificates, and may be so paid by the Purchaser, or be deposited into a separate fund, hereby created, designated the "*Expense Fund*," to be used to pay expenses of issuance of the Certificates. Disbursements from such fund shall be made from time to time as necessary. Moneys not disbursed from the Expense Fund within

six (6) months shall be transferred by the appropriate financial officers for deposit into the Certificate Fund, and any deficiencies in the Expense Fund shall be paid by disbursement from the general Corporate Fund of the Village. At the time of the issuance of the Certificates, the costs of issuance of the Certificates may be paid by the Purchaser on behalf of the Village from the proceeds of the Certificates.

C. The amount necessary from the proceeds of the Certificates, together with such money in the existing Village certificate fund for the Prior Certificates as may be advisable for the purpose, shall be used to provide for the refunding of the Prior Certificates or of a pertinent portion of the Prior Certificates, and the payment of such expenses as may be designated. The refunding of the Prior Certificates shall occur pursuant to the provisions of the Escrow Agreement, all in accordance with the provisions of such Escrow Agreement with the Escrow Agent as designated, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved. The officers appearing signatory to such Escrow Agreement are hereby authorized and directed to execute the same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. The Purchaser, Farr, Miller & Washington, Washington, D.C., and the Escrow Agent be and the same are each hereby authorized to act as agent for the Village in the purchase of the Government Securities described and set forth in the Escrow Agreement. Subject only to the delivery of the Certificates, the Prior Certificates as are to be refunded are hereby called for redemption on June 1, 2014, and upon the terms and provisions as provided in the Escrow Agreement as relates thereto.

D. Alternatively to the creation of the Certificate Fund or the Expense Fund as described above, the Treasurer may allocate Certificate Moneys or the proceeds of the Certificates for expenses 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 Village or the Treasurer of the duty to account and invest for the Certificate Moneys and the proceeds of the Certificates as herein provided, as if such funds had in fact been created.

Section 14. Continuing Disclosure Undertaking. The President or the Clerk are hereby authorized, empowered and directed to execute and deliver the Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in customary form as approved by the Village Attorney. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein 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 Certificate to seek mandamus or specific performance by court order to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 15. Municipal Bond Insurance. In the event the payment of principal of and interest on the Certificates is insured pursuant to a municipal bond insurance policy (a “*Municipal Bond Insurance Policy*”) issued by a bond insurer (a “*Bond Insurer*”), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the Village and the Certificate Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Certificates, subrogation of the rights of the Certificateholders to the Bond Insurer when holding Certificates, amendment hereof, or other terms, as approved by

the President on advice of counsel, his or her approval to constitute full and complete acceptance by the Village of such terms and provisions under authority of this section.

Section 16. Pertaining to the Certificate Registrar. If requested by the Certificate Registrar, any officer of the Village is authorized to execute a standard form of agreement between the Village and the Certificate Registrar with respect to the obligations and duties of the Certificate Registrar under this Ordinance. In addition to the terms of such agreement and subject to modification thereby, the Certificate Registrar by acceptance of duties under this Ordinance agrees (a) to act as registrar, paying agent, authenticating agent, and transfer agent as provided herein; (b) to maintain a list of Certificateholders 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 Certificates 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 Certificates cancelled and/or destroyed; and (e) to furnish the Village at least annually an audit confirmation of Certificates paid, Certificates outstanding and payments made with respect to interest on the Certificates. The Village covenants with respect to the Certificate Registrar, and the Certificate Registrar further covenants and agrees as follows:

A. The Village shall at all times retain a Certificate Registrar with respect to the Certificates; it will maintain at the designated office(s) of such Certificate Registrar a place or places where Certificates may be presented for payment, registration, transfer, or exchange; and it will require that the Certificate Registrar properly maintain the Certificate 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 Certificate Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Certificate, and by such execution the Certificate 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 Certificate so authenticated but with respect to all the Certificates. Any Certificate 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 Certificate Registrar shall, however, be responsible for any representation in its certificate of authentication on Certificates.

C. The Village may remove the Certificate Registrar at any time. In case at any time the Certificate 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 Certificate Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Certificate Registrar or of the property or affairs thereof, the Village covenants and agrees that it will thereupon appoint a successor Certificate Registrar. The Village shall give notice of any such appointment made by it to each registered owner of any Certificate within twenty days after such appointment in the same manner, or as nearly the same as may be practicable, as for a redemption of Certificates. Any Certificate Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining an office in Illinois or New York and having capital and surplus and undivided profits in excess of \$100,000,000. The Clerk is hereby directed to file a certified copy of this Ordinance with the Certificate Registrar and the Certificate Registrar.

Section 17. Defeasance. Any Certificate or Certificates which (a) are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with the Certificate Registrar to pay all principal and interest due thereon, or (c) for which sufficient United States of America dollars and direct United States Treasury obligations have been deposited with the Certificate Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on (and redemption premium, if any, on) such Certificate or Certificates when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Certificate Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Certificates as set forth herein as such relates to lien and security of the outstanding Certificates. All covenants relative to the payment, registration, transfer, and exchange; are expressly continued for all Certificates whether outstanding Certificates or not.

Section 18. 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 19. 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 20. Effective Date. This Ordinance shall be effective immediately upon its passage by the Board, signing and approval by the President.

ADOPTED: June 25, 2013

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: June 25, 2013

President

PUBLISHED in pamphlet form by authority of the Board on June __, 2013.

RECORDED in the Village Records on June 25, 2013.

ATTEST:

Village Clerk

[SEAL]

EXHIBIT A

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, located at 12 South Center Street, in said Village, at 6:30 p.m., on the 25th day of June 2013.

The President called the meeting to order and directed the Village 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 President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees 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.

* * * * *

Thereupon, Trustee _____ presented an ordinance entitled:

AN ORDINANCE of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.

(the “Certificate Ordinance”).

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

A Village Board discussion of the matter followed. During the 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 debt certificates for the purpose of refunding some or all of a previous series of debt certificates heretofore issued by the Village, (2) that the debt certificates are issued pursuant to the Illinois Municipal Code and the Local Government Debt Reform Act of the State of Illinois, and (3) that the Certificate Ordinance provides many details for the certificates, including provision for terms and form of the certificates and appropriations.

The President directed that the roll be called for a vote upon the motion to adopt the Certificate 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 Certificate Ordinance adopted and did direct the Village Clerk to record the same in full in the records of the President and Board of Trustees 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.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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 the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the "*Meeting*") of the Corporate Authorities held on the 25th day of June 2013 insofar as the same relates to the adoption of an ordinance, numbered _____, and entitled:

AN ORDINANCE of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.

(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 newspapers, radio or television stations, and other news media requesting such notice; 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 at least 96 hours in advance of the holding of the Meeting, and remained continuously so posted until the adjournment of the Meeting; that at least one copy of the Agenda was continuously available for public review during the entire 96-hour period preceding said 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 to this Certificate; and that the Meeting was called and held in strict compliance 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 provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this ____ day of _____ 2013.

Village Clerk

[SEAL]

[ATTACH AGENDA]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and as such official 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*") of the Village.

I do further certify that on the ____ day of June 2013 there was published in pamphlet form, by authority of the President and Board of Trustees, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.

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

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this ____ day of June 2013.

Village Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

CERTIFICATE OF FILING

We, the undersigned, do hereby certify that we are, respectively, the duly qualified and acting Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*"), and the Treasurer, an officer of the President and Board of Trustees of the Village charged with financial administration (the "*Treasurer*"), and as such officers we do hereby certify that on the ____ day of _____ 2013 there was filed with each of us, respectively, and placed on deposit in our respective records, a properly certified copy of Ordinance Number _____ passed by the President and Board of Trustees of the Village, on the 25th day of June 2013, and approved by the President, and entitled:

AN ORDINANCE of the Village of Bensenville, DuPage and Cook Counties, Illinois, authorizing and providing for an Installment Purchase Agreement for the purpose of the acquisition, by means of refinancing and refunding, of the rights under a previously issued installment purchase agreement and related debt certificates, and authorizing and providing for the issue of \$_____ Taxable General Obligation Refunding Debt Certificates, Series 2013D, evidencing the rights to payment under such Agreement, authorizing the execution of an escrow agreement, and providing for the security for and means of payment under the Agreement of the Certificates.

IN WITNESS WHEREOF we have hereunto affixed our official signatures and the seal of the Village, at Bensenville, Illinois, this 25th day of June 2013.

[SEAL]

Village Clerk

Treasurer

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). The information herein is subject to revision, completion or amendment in a final Official Statement. The Certificates may not be sold, nor may an offer to buy be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

New Issue

Investment Rating:
Standard & Poor's ...
(Rating Requested)

DRAFT – 6/13/13
Preliminary Official Statement Dated June ____, 2013

In the opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, interest on the Certificates is includable in gross income of the owners thereof for federal income tax purposes. Interest on the Certificates is not exempt from present State of Illinois income taxes. See “TAX TREATMENT” herein for a more complete discussion.

\$4,805,000*
VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois
Taxable General Obligation Refunding Debt Certificates, Series 2013D

Dated Date of Delivery Book-Entry Non-Callable Due Serially June 1, 2014-2018

The \$4,805,000* Taxable General Obligation Refunding Debt Certificates, Series 2013D (the “Certificates”) are being issued by the Village of Bensenville, DuPage and Cook Counties, Illinois (the “Village”). Interest is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2013. Interest is calculated based on a 360-day year of twelve 30-day months. The Certificates will be issued using a book-entry system. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Certificates. The ownership of one fully registered Certificate for each maturity will be registered in the name of Cede & Co., as nominee for DTC and no physical delivery of Certificates will be made to purchasers. The Certificates will mature on June 1 in the following years and amounts

AMOUNTS*, MATURITIES, INTEREST RATES, YIELDS AND CUSIP NUMBERS

Principal Amount*	Due June 1	Interest Rate	Yield	CUSIP Number	Principal Amount*	Due June 1	Interest Rate	Yield	CUSIP Number
\$ 135,000	 2014	_____	_____	_____	\$1,175,000	 2017	_____	_____	_____
1,140,000	 2015	_____	_____	_____	1,195,000	 2018	_____	_____	_____
1,160,000	 2016	_____	_____	_____					

OPTIONAL REDEMPTION

The Certificates are **not** subject to optional redemption prior to maturity.

PURPOSE, LEGALITY AND SECURITY

Certificate proceeds will be used to fund an escrow account to advance refund a portion of the Village’s outstanding General Obligation Taxable Refunding Debt Certificates, Series 2004B (the “2004B Certificates”) and to pay the costs of issuing the Certificates. See “**PLAN OF FINANCING**” herein.

The Certificates are payable from any funds of the Village legally available for such purpose. There is no statutory authority for the levy of a separate tax in addition to other Village taxes or the levy of a special tax unlimited as to rate or amount to pay the principal and interest due on the Certificates. See “**DESCRIPTION OF THE CERTIFICATES**” herein.

The Certificates are offered when, as and if issued and received by the Underwriter, subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois. It is expected that the Certificates will be made available for delivery on or about July 11, 2013.

*Subject to change.



For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or corrected by the Village from time to time (collectively, the “Official Statement”), may be treated as an Official Statement with respect to the Certificates described herein that is deemed near final as of the date hereof (or the date of any such supplement or correction) by the Village.

The Official Statement, when further supplemented with the maturity dates, principal amounts and interest rates of the Certificates, together with any other information required by law or deemed appropriate by the Village, shall constitute a “Final Official Statement” of the Village with respect to the Certificates, as that term is defined in Rule 15c2-12. Any such addendum shall, on and after the date thereof, be fully incorporated herein and made a part hereof by reference.

The Underwriter has provided the following sentence for inclusion in the Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than those described on the cover page hereof, nor shall there be any offer to sell, solicitation of an offer to buy or sale of, the Bonds in any jurisdiction in which it is unlawful to make such offer, solicitation or sale

No dealer, broker, salesman or other person has been authorized by the Village to give any information or to make any representations with respect to the Certificates other than as contained in the Official Statement or the Final Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Village. Certain information contained in the Official Statement and the Final Official Statement may have been obtained from sources other than records of the Village and, while believed to be reliable, is not guaranteed as to completeness. **THE INFORMATION AND EXPRESSIONS OF OPINION IN THE OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT ARE SUBJECT TO CHANGE, AND NEITHER THE DELIVERY OF THE OFFICIAL STATEMENT OR THE FINAL OFFICIAL STATEMENT NOR ANY SALE MADE UNDER EITHER SUCH DOCUMENT SHALL CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE VILLAGE SINCE THE RESPECTIVE DATES THEREOF.**

References herein to laws, rules, regulations, ordinances, ordinances, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to the Official Statement or the Final Official Statement, they will be furnished on request. This Official Statement does not constitute an offer to sell, or solicitation of an offer to buy, any securities to any person in any jurisdiction where such offer or solicitation of such offer would be unlawful.

The tax advice contained in this Official Statement is not intended or written by the Village, its Bond Counsel, or any other tax practitioner to be used, and it cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer. The tax advice contained in this Official Statement was written to support the promotion or marketing of the Certificates. Each taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

CERTIFICATE ISSUE SUMMARY

This Certificate 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:	\$4,805,000* Taxable General Obligation Refunding Debt Certificates, Series 2013D.
Dated Date:	Date of delivery, expected to be July 11, 2013.
Interest Due:	Each June 1 and December 1, commencing December 1, 2013.
Principal Due:	Serially each June 1, commencing June 1, 2014 through 2018, as detailed on the front page of this Official Statement.
Optional Redemption:	The Certificates are not subject to optional redemption prior to maturity.
Authorization:	Proceedings taken by the corporate authorities of the Village, including adoption of a final certificate ordinance.
Security:	The Certificates are payable from any funds of the Village legally available for such purpose. There is no statutory authority for the levy of a separate tax in addition to other Village taxes or the levy of a special tax unlimited as to rate or amount to pay the principal and interest due on the Certificates. See “DESCRIPTION OF THE CERTIFICATES” herein.
Credit Rating:	A credit rating for the Certificates has been requested from Standard & Poor’s, a Division of the McGraw Hill Companies.
Purpose:	The Certificates are being issued to fund an escrow account to advance refund a portion of the Village’s outstanding the 2004B Certificates and to pay the costs of issuing the Certificates. See “PLAN OF FINANCING” herein.
Tax Exemption:	None. Interest on the Certificates is includable in gross income of the owners thereof for federal income tax purposes. See “TAX TREATMENT” herein. Interest on the Certificates is not exempt from present State of Illinois income taxes.
Certificate Registrar/Paying Agent/ Escrow Agent:	The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois.
Verification Agent:	Stanley P. Stone & Associates, Inc., New York, New York.
Delivery:	The Certificates are expected to be delivered on or about July 11, 2013.
Book-Entry Form:	The Certificates 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 Certificates. See APPENDIX B herein.
Denomination:	\$5,000 or integral multiples thereof.
Underwriter:	PNC Capital Markets LLC, Chicago, Illinois.
Financial Advisor:	Speer Financial, Inc., Chicago, Illinois.

**Subject to change.*

VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

President and Board of Trustees

Frank Soto
President

Morris Bartlett
Susan Janowiak

Robert “Bob” Jarecki
Martin O’Connell, III

JoEllen Ridder
Henry Wessler

Officials

Michael Cassady
Village Manager

Timothy Sloth
Finance Director

Daniel DiSanto
Assistant Village Manager

Patrick K. Bond, Esq.
Bond Dickson & Associates PC
Municipal Attorney

DESCRIPTION OF THE CERTIFICATES

The Certificates are issued by the Village for the purpose of providing funds to advance refund a portion of the Village’s outstanding 2004B Certificates, all as described and defined in the ordinance authorizing the Certificates (the “Ordinance”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and in particular as supplemented by the Local Government Debt Reform Act of the State of Illinois, as amended (the “Debt Reform Act”) (collectively, “Applicable Law”), and with the Ordinance, which will be passed by the Board of Trustees of the Village (the “Board of Trustees”) on the 25th day of June, 2013, in all respects as by law required. The Certificates issued by the Village have been issued in evidence of the indebtedness incurred pursuant to a certain Installment Purchase Agreement (the “Agreement”) entered into by and between the Village and the Treasurer of the Village, as Seller-Nominee.

The obligation to make payments due on the Certificates is a direct general obligation of the Village payable from the general funds of the Village and such other sources of payment as are otherwise lawfully available. The Village represented and warranted in the Ordinance that the total amount due the nominee-seller under the Agreement, together with all other indebtedness of the Village, is within all statutory and constitutional debt limitations. The Village agreed in the Ordinance to appropriate funds of the Village annually and in a timely manner so as to provide for the making of all payments when due under the terms of the Agreement. **THERE IS NO STATUTORY AUTHORITY FOR THE LEVY OF A SEPARATE TAX IN ADDITION TO OTHER TAXES OF THE VILLAGE OR THE LEVY OF A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY ANY OF THE AMOUNTS DUE ON THE CERTIFICATES.**

Optional Redemption

The Certificates are **not** subject to optional redemption prior to maturity.

THE VILLAGE

The Village is located approximately 17 miles northwest of downtown Chicago bordering the southwest corner of O'Hare International Airport. Based on the Village's 2012 Equalized Assessed Valuation ("EAV"), 94.3% is located in DuPage County and 5.7% is located in Cook County. The Village contains a total area of approximately 5.6 square miles. Population as reported by the 2010 Census is 18,352.

The Village is governed by a President and six member Board of Trustees elected at large and by a full-time Village Manager. The Village Manager supervises approximately 108 full-time Village employees.

There are three unions active in the Village. The police officers belong to the Metropolitan Alliance of Police (MAP), Bensenville Police Chapter #165; police sergeants belong to Teamsters Local #714, Law Enforcement Division (Sergeants' Unit); public works and clerical staff belong to the American Federation of State, County and Municipal Employees, Council 31 (AFSCME). All three unions are under contracts which expire April 30, 2015. The Village considers its relations with employees to be good.

The Village receives its fire protection services from the Bensenville Fire Protection District Number 2 which was created May 1, 2007. Two fire stations serve the Village with one north of the SOO Line tracks and one south of the tracks. The department has an I.S.O. rating of 4.0.

A full-time professional police department with 35 full-time sworn personnel serves the Village. The department has a patrol division, an investigations unit, a community oriented policing unit and a records division. The department's communications center functions are handled by the Addison Communications Dispatch Center which serves the communities of Bensenville, Addison and Bloomingdale.

The department utilizes and is a member of numerous task forces to effectively and efficiently address more specialized law enforcement functions. These task forces include the DuPage Major Crime Task Force, the DuPage Metropolitan Enforcement Group, the Northern Illinois Police Alarm System Mobile Field Force Unit, the DuPage County Arson Task Force and the DuPage County Sheriff's Special Operations Unit.

In addition to the task forces, the department has one patrol officer assigned to enforce truck specific regulations. The department has an arson canine unit that was obtained through a grant awarded by State Farm. Automatic external defibrillators have been purchased for utilization by patrol officers who have been trained on their use in order to provide that lifesaving service to the community.

The department and especially the Community Crime Prevention Unit are active in the schools and neighborhood Watch Program, an Airport Watch Program, and a Green Teen Zone teen center providing afterschool programs for teenagers. The police department has an Apartment Complex Liaison Program. The objective of this program is to allow the officers to become better acquainted with the higher density neighborhoods and to give residents and management a personal contact should a problem arise within the neighborhood. The business community is served by officers through an established business watch program and the teaching BASSET to businesses that have been issued a liquor license.

Through its Emergency Management Agency, the Village has initiated a CERT program. This program will provide the Village with a trained volunteer group that will be able to support the Village not only during a disaster or declared state of emergency but during other responses related to public safety.

Water to Village residents from the municipal system is supplied from Lake Michigan through the DuPage Water Commission. The Village operates its own wastewater treatment plant.

Economic Development

The Village has continued its aggressive efforts to develop its economic base. In 2012 there were 154 new business licenses issued to companies coming into or relocating within the community including ASAP Pallets, Auto Union, Woodshed Studio, Consumer Electronic Distributors Inc., Expeditors International, Unzueta Law Group PC, Mayrich Company, M.B.S. Manufacturing Inc., CPI Office Products, Village Coffee Shop, VNA Health Care, Benchmark Surfacetec Inc., Garlock Chicago, Exhibit Developers and Centerline Automotive.

The Village's economic development activities were enhanced by the completion and the Village Board acceptance of the Federal Aviation Administration's (FAA) Airport Compatibility Grant. The resultant document, "Comprehensive Economic Development Strategy", establishes land use plans for four key subareas - the Northern and Eastern Business Parks, the Downtown, and Midtown/Irving Park Road corridor.

Capital improvements in 2012 included roadway reconstruction, water main replacement, sidewalk installation, facility upgrades, and fleet replacement. The first phase of the Northern Business District Reconstruction Project totaling over \$11 million invested in water main replacement, storm water conveyance improvements, streetscape and roadway construction was completed. Foley Street, Henderson Street and a portion of Wood Avenue was reconstructed. New sidewalk was installed along Jefferson Street. Nearly 4,000 linear feet of water main was replaced along Jefferson Street.

Stormwater management has and continues to be a priority for the Village. In 2010, the Village completed construction of a new storm water storage basin in Veteran's Park which is owned by the Park District. This project will significantly reduce stormwater impacts within adjacent residential areas and several properties are to be removed from the designated flood plain. The project also included the resurfacing of the Public Safety Building parking lot.

Other projects included the repainting and refurbishment of the Belmont Water Tower and the construction of 0.72 miles of sidewalk along Grand Avenue from York Road to Church Road.

Fleet upgrades in 2012 include Police Department purchases of two Ford Taurus' and two Ford Explorers, one Ford Fusion for Community Development and completely refurbishing two heavy duty public works vehicles.

Significant upgrades to streets and stormwater systems in the North Industrial Park are proposed. Total construction cost for the proposed projects is estimated at \$22 million.

The Village holds a 21 year "TREE CITY USA" distinction from the National Arbor Day Foundation. Sponsored by the National Arbor Day Foundation, in cooperation with the Illinois Department of Natural Resources, the National Association of State Foresters and the U.S. Forest Service, TREE CITY USA promotes the economic, health and aesthetic benefits of trees through proper tree care. The program strengthens community involvement in tree planting, beautification and reforestation efforts.

O'Hare International Airport

The O'Hare Modernization Program (OMP) continues to move forward, keeping the airport as a prime economic engine for the region and the Village. In addition to the expanded runways, the OMP is providing over 13 acres of landscaped area in the Village to beautify the central area and the York Road and Green Street corridors. When the western access to O'Hare International and the Elgin-O'Hare Expressway are completed, the Village will recognize significant value creation in economic development.

The Elgin – O'Hare Expressway / Western By – Pass, while technically not tied to the OMP, dovetails perfectly with the expanded airport. This \$3.6 billion improvement will tie together I – 90 (at the Des Plaines Oasis) I – 294, I – 290 and the Elgin O'Hare Expressway, with Bensenville at the crossroads. Existing highway access and connectivity are currently almost unparalleled but this new strategic improvement enhances access and location for business. Interchanges are planned for the Elgin – O'Hare and the Western By-Pass at the existing intersection of Thorndale Avenue and N. York Road, Irving Park Road (IL Route 19) and York Road, and at County Line Road

Education

The Village is served principally by School District Number 2 and Fenton High School District Number 100 located in the Village. Small parts of the Village are served by Community Unit School District Number 205 and School District Number 7. School District Number 2 operates and maintains five schools within the Village including four K-6 grade schools and a junior high school building. In addition, several parochial schools are located in the Village.

Opportunities for higher learning are provided for Village residents by the College of DuPage ("COD"), Community College District Number 502, and various colleges and universities throughout the Chicago metropolitan area. With an annual enrollment of over 36,000, COD is the largest community college in the State of Illinois in terms of enrollment. Educational programs in over 80 areas of study include associate degrees, college transfer classes, occupational and vocational programs, continuing education, and special programs such as the older Adult Institute and the Business and Professional Institute. COD employs approximately 2,500 full and part time employees.

Community Life

The Bensenville Community Public Library District, a separate taxing body, has an 18,000 square foot library building on a seven acre wooded park site in the Village that contains shelf space for more than 100,000 volumes. The library is a member of the regional DuPage Library System network.

The Bensenville Park District (the "Park District"), a separate taxing body, owns and operates White Pines Golf Course (a 260 acre, 36 hole facility), a swimming pool, community center, ice skating rink, ball fields, and tennis courts, which are situated in 11 separate park locations. The Park District owns or leases approximately 60 acres of land and shares in the joint use of school district lands for recreational purposes. Forest preserves near the Village provide additional open space for recreation.

Through joint planning with the Park District and the State of Illinois, the Redmond Retention Basin had its natural pond and wetlands qualities restored and provides fishing, boating and athletic activities. The Redmond Recreational Complex is an eighty-eight acre facility containing an aquatic center, indoor ice arenas, walking path, softball fields, climbing wall ropes courses, baseball stadium, fitness center, gazebos, pavilion, basketball courts, sixteen-acre pond, skate park soccer field, band shell, playground, party room facilities, concession stands, boat launch and an inline skating rink.

The Village expanded the summer Music in the Park series to a weekly format with live band entertainment, food-tastes and free carriage rides attracting many families to the Town Center. The Village, in cooperation with the Bensenville Arts Council, sponsors the Young Musicians Mentor Program. The program brings together musically talented young people, who are selected through an audition process, with professional musicians who serve as their mentors. They rehearse together and perform two community concerts.

Transportation

The Village is adjacent to the highway transportation hub serving O'Hare International Airport and the entire Chicago metropolitan area. Metra provides commuter transportation to Chicago's Union Station with frequent eastbound trains. Regional bus service is provided by the Regional Transit Authority and local bus service within the Village by Dial-A-Bus. Expressways near the Village include the Kennedy Expressway and the Northwest Tollway to the north (I-90); and Illinois Tri-State Tollway to the east (I-294); and the Lake Street Extension of the Eisenhower Expressway to the south (I-290); all within several miles of the Village. Illinois State Route 83 (Kingery Highway), a divided four lane highway, borders the west end of the Village.

SOCIOECONOMIC INFORMATION

Employment

Substantial employment is available in surrounding communities and throughout the Chicago metropolitan area. Numerous employers are located within the Village and in surrounding communities.

The following employment data shows the growth trend for employment in DuPage County. This data is **NOT** comparable to similar U.S. Census statistics, which would include government employment, and establishments not covered by the Illinois Unemployment Insurance Program, and could classify employment categories differently.

DuPage County Private, Non-Agricultural Employment Covered by the Illinois Unemployment Insurance Act(1)

	(Data as of March for each Year)				
	2007	2008	2009	2010	2011
Farm, Forestry, Fisheries.....	353	338	310	280	243
Mining and Quarrying.....	157	112	90	84	77
Construction.....	29,278	26,903	23,042	19,192	19,063
Manufacturing.....	60,122	59,719	53,193	49,208	50,700
Transportation, Communications, Utilities.....	40,010	41,205	37,913	34,566	34,315
Wholesale Trade.....	50,083	50,669	47,984	44,552	45,609
Retail Trade.....	69,136	68,274	61,886	59,906	60,903
Finance, Insurance, Real Estate.....	46,031	43,489	39,579	37,239	37,365
Services(2).....	<u>243,456</u>	<u>247,072</u>	<u>237,881</u>	<u>239,883</u>	<u>251,853</u>
Total.....	538,626	537,781	501,878	484,907	500,128

Notes: (1) Source: Illinois Department of Employment Security.
(2) Includes unclassified establishments.

Following are lists of large employers located in the Village and in the surrounding area.

Major Village Employers(1)

<u>Name</u>	<u>Product/Service</u>	<u>Approximate Employment</u>
U.S. Foodservice, Inc.....	Frozen Foods and Restaurant Supplies Distribution.....	400
Central States Trucking Co.....	Local Trucking	300
Victor Envelope Manufacturing Company.....	Mailing Envelopes	220
Ewing-Doherty Mechanical, Inc.....	Plumbing and Site Utility Contractors.....	200
Expeditors International of Washington, Inc.....	Commercial Importer and Exporter.....	200
Telesource.....	Telephone Equipment	200
Allmetal, Inc.....	Roll Formed Light Gauge Metal and Nylon Injection Molding.....	200
UPS Freight Services.....	International Freight Forwarding.....	200
CNC Technologies, Inc.....	Dies and Tools	200
Envelope Express, Inc.....	Envelopes	175
Amglo Kemlite Laboratories, Inc.....	Electric Lamps	150
Fortune Fish Co.....	Fish and Seafoods	150
Rubicon Technology, Inc.....	Semiconductors and Related Devices.....	150
Crouch Seranko LLC.....	Masonry	130
Roesch Volkswagen, Inc.....	Automobile Dealer	130

Note: (1) Source: 2013 Illinois Manufacturers Directory, 2013 Illinois Services Directory and selected telephone survey.

Major Area Employers(1)

<u>Location</u>	<u>Name</u>	<u>Product/Service</u>	<u>Approximate Employment</u>
Elk Grove Village.....	Alexian Bros. Medical Center	Regional Medical Center	3,100
Elmhurst.....	Elmhurst Memorial Hospital	General Hospital	2,173
Elk Grove Village.....	Automatic Data Processing	Data Processing and Payroll Services	1,500
Addison.....	United Parcel Service	Parcel Delivery Service	1,400
Northlake.....	Dr. Pepper Snapple Group	Carbonated Beverages, Juices & Water	1,200
Elk Grove Village.....	Wirtz Beverage, Illinois	Wholesale Wine and Liquor	1,000
Addison.....	Pampered Chef Ltd	Kitchen Tools Distributor	950
Franklin Park.....	Hill Mechanical Group	Plumbing, Heating, Air Conditioning	900
Wood Dale.....	Quest Diagnostics, Inc.	Blood Testing and Clinical Laboratory	900
Elmhurst.....	Elmhurst Community S.D. 205	Public School District	850
Addison.....	McMaster-Carr Supply Co.	Mail Order Sales	850
Franklin Park.....	Canadian Pacific Railway	Railroad Yard and Repair	800
Elk Grove Village.....	Symons	Construction Machinery	770
Franklin Park.....	Nestle Chocolate & Confection	Candy and Confectionery	750
Franklin Park.....	Sloan Valve Co.	Plumbing Fixtures	723
Elk Grove Village.....	Little Lady Foods, Inc.	Bakery Products	700
Franklin Park.....	Fresh Express Corp.	Food Preparations	696
Elk Grove Village.....	Executive Building Maintenance, Inc.	Building Maintenance Services	632
Elk Grove Village.....	Clear Lam Packaging, Inc.	Packaging	600
Elmhurst.....	Elmhurst College	Education	600

Note: (1) Source: 2013 Illinois Manufacturers Directory, 2013 Illinois Services Directory and selected telephone survey.

The following tables show employment by industry and by occupation for the Village, DuPage and Cook Counties, and the State of Illinois as reported by the U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey ("ACS").

Employment By Industry(I)

Classification	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining.....	76	0.8%	4,316	0.2%	1,156	0.2%	63,960	1.1%
Construction.....	764	8.2%	123,469	5.1%	24,539	5.2%	343,232	5.7%
Manufacturing.....	2,235	23.9%	267,783	11.0%	59,805	12.7%	775,663	12.8%
Wholesale Trade.....	373	4.0%	71,321	2.9%	21,836	4.6%	196,738	3.3%
Retail Trade.....	863	9.2%	240,683	9.9%	50,681	10.8%	659,708	10.9%
Transportation and Warehousing, and Utilities.....	567	6.1%	152,899	6.3%	24,993	5.3%	355,486	5.9%
Information.....	155	1.7%	61,250	2.5%	12,435	2.6%	135,688	2.2%
Finance and Insurance, and Real Estate and Rental and Leasing.....	352	3.8%	210,438	8.7%	45,742	9.7%	466,468	7.7%
Professional, Scientific, and Management, Administrative, and Waste Management Services.....	1,091	11.7%	322,649	13.3%	63,971	13.6%	662,987	11.0%
Educational Services and Health Care and Social Assistance.....	1,132	12.1%	530,526	21.8%	94,522	20.1%	1,337,455	22.1%
Arts, Entertainment and Recreation and Accommodation and Food Services.....	1,095	11.7%	231,014	9.5%	37,942	8.1%	524,925	8.7%
Other Services, Except Public Administration..	496	5.3%	121,008	5.0%	21,922	4.7%	288,538	4.8%
Public Administration.....	137	1.5%	91,913	3.8%	11,047	2.3%	232,923	3.9%
Total.....	9,336	100.0%	2,429,269	100.0%	470,591	100.0%	6,043,771	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Employment By Occupation(I)

Classification	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Management, Business, Science and Arts	1,785	19.1%	900,655	37.1%	206,413	43.9%	2,167,571	35.9%
Service	1,727	18.5%	424,830	17.5%	57,376	12.2%	1,007,434	16.7%
Sales and Office	2,319	24.8%	617,135	25.4%	131,039	27.8%	1,550,202	25.6%
Natural Resources, Construction, and Maintenance	1,021	10.9%	162,266	6.7%	29,011	6.2%	474,566	7.9%
Production, Transportation, and Material Moving	2,484	26.6%	324,383	13.4%	46,752	9.9%	843,998	14.0%
Total.....	9,336	100.0%	2,429,269	100.0%	470,591	100.0%	6,043,771	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Unemployment Rates

The table below shows unemployment trends for the Village, DuPage and Cook Counties, and the State of Illinois.

Annual Average Unemployment Rates(I)

Calendar Year	The Village	DuPage County	Cook County	State of Illinois
2004	5.6%	4.9%	6.6%	6.2%
2005	5.5%	4.7%	6.5%	5.7%
2006	4.3%	3.4%	4.7%	4.5%
2007	4.9%	3.8%	5.1%	5.0%
2008	6.5%	5.0%	6.5%	6.5%
2009	10.8%	9.2%	11.0%	10.5%
2010	10.7%	8.3%	10.5%	10.3%
2011	10.5%	8.0%	10.4%	9.8%
2012	9.5%	7.3%	9.3%	8.1%
2013(2)	NA	7.6%	9.7%	9.4%

Notes: (1) Source: Illinois Department of Employment Security.
(2) Preliminary rates for March 2013.

Building Permits

Village Building Permits(I) (Excludes the Value of Land)

Calendar Year	Commercial Construction	Residential Construction	Industrial Construction	Total
2007	\$ 3,993,000	\$9,760,000	\$19,881,000	\$33,634,000
2008	3,860,000	5,408,000	24,390,000	33,658,000
2009	5,131,000	5,726,000	22,654,000	33,511,000
2010	11,167,000	7,616,000	38,746,000	57,529,000
2011	4,035,089	3,156,623	10,140,560	17,332,272
2012(2)	4,142,815	2,522,484	7,322,542	13,987,841

Note: (1) Source: the Village.

Housing

The ACS reported that the median value of the Village's owner-occupied homes was \$251,800, which compares with \$256,900 for Cook County, \$309,800 for DuPage County and \$198,500 for the State of Illinois. The market values of specified owner-occupied units for the Village, DuPage and Cook Counties, and the State of Illinois were as follows:

Specified Owner-Occupied Units(I)

Value	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under \$50,000.....	69	2.1%	32,251	2.8%	2,821	1.1%	218,208	6.7%
\$50,000 to \$99,999.....	86	2.6%	58,161	5.0%	4,676	1.8%	451,967	13.8%
\$100,000 to \$149,999.....	309	9.4%	115,458	10.0%	14,371	5.6%	464,158	14.2%
\$150,000 to \$199,999.....	471	14.3%	181,081	15.7%	26,931	10.6%	518,957	15.8%
\$200,000 to \$299,999.....	1,369	41.5%	310,631	26.9%	72,555	28.5%	725,004	22.1%
\$300,000 to \$499,999.....	918	27.8%	303,331	26.2%	91,527	36.0%	613,486	18.7%
\$500,000 to \$999,999.....	63	1.9%	125,991	10.9%	34,391	13.5%	234,600	7.2%
\$1,000,000 or more.....	15	0.5%	29,748	2.6%	7,320	2.9%	53,191	1.6%
Total.....	3,300	100.0%	1,156,652	100.0%	254,592	100.0%	3,279,571	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Mortgage Status(I)

Value	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Housing Units with a Mortgage..	2,353	71.3%	825,981	71.4%	191,178	75.1%	2,272,745	69.3%
Housing Units without a Mortgage.....	947	28.7%	330,671	28.6%	63,414	24.9%	1,006,826	30.7%
Total.....	3,300	100.0%	1,156,652	100.0%	254,592	100.0%	3,279,571	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Income

Per Capita Personal Income For the Ten Highest Income Counties in the State(1)

Rank		2007-2011
1	Lake County	\$38,512
2	DuPage County	38,405
3	McHenry County	32,318
4	Monroe County	31,570
5	Kendall County	31,325
6	Will County	30,199
7	Kane County	29,864
8	Woodford County	29,886
9	Cook County	29,920
10	Sangamon County	29,167

Note: (1) Source: U.S. Bureau of the Census. 2007-2011 American Community 5-Year Estimates.

The following shows a ranking of median family income for the Chicago metropolitan area from the 2007-2011 American Community Survey.

Ranking of Median Family Income(1)

Ill. County	Family Income	Ill. Rank
DuPage County	\$94,049	1
Lake County	93,260	2
Kendall County	90,696	3
McHenry County	87,133	4
Will County	86,372	5
Kane County	79,686	8
Cook County	65,842	20

Note: (1) Source: U.S. Bureau of the Census. 2007-2011 American Community 5-Year Estimates.

According to the ACS, the Village had a median family income of \$56,699. This compares to \$65,842 for Cook County, \$94,049 for DuPage County and \$69,658 for the State of Illinois. The following table represents the distribution of family incomes for the Village, DuPage and Cook Counties, and the State of Illinois as reported by ACS.

Median Family Income(1)

Income	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under \$10,000	256	5.8%	63,241	5.3%	3,963	1.7%	131,841	4.2%
\$10,000 to \$14,999	188	4.2%	39,634	3.3%	3,250	1.4%	86,610	2.7%
\$15,000 to \$24,999	376	8.5%	100,077	8.4%	8,873	3.7%	224,421	7.1%
\$25,000 to \$34,999	460	10.4%	105,831	8.8%	13,840	5.8%	260,262	8.3%
\$35,000 to \$49,999	688	15.5%	147,041	12.3%	21,969	9.2%	389,862	12.4%
\$50,000 to \$74,999	889	20.0%	213,790	17.9%	38,936	16.3%	606,737	19.2%
\$75,000 to \$99,999	714	16.1%	166,870	13.9%	37,126	15.6%	486,151	15.4%
\$100,000 to \$149,999	613	13.8%	192,184	16.1%	53,390	22.4%	547,784	17.4%
\$150,000 to \$199,999	232	5.2%	78,924	6.6%	27,076	11.3%	212,016	6.7%
\$200,000 or more	25	0.6%	89,204	7.5%	30,153	12.6%	207,841	6.6%
Total	4,441	100.0%	1,196,796	100.0%	238,576	100.0%	3,153,525	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

According to the ACS, the Village had a median household income of \$53,140. This compares to \$54,598 for Cook County, \$77,598 for DuPage County and \$56,576 for the State of Illinois. The following table represents the distribution of household incomes for the Village, DuPage and Cook Counties, and the State of Illinois as reported by ACS.

Median Household Income(1)

Income	The Village		Cook County		DuPage County		State of Illinois	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Under \$10,000.....	461	7.1%	155,944	8.1%	10,554	3.1%	324,506	6.8%
\$10,000 to \$14,999.....	372	5.8%	95,215	4.9%	8,192	2.4%	225,927	4.7%
\$15,000 to \$24,999.....	631	9.8%	201,175	10.4%	20,974	6.2%	480,204	10.1%
\$25,000 to \$34,999.....	655	10.1%	187,616	9.7%	25,263	7.5%	462,115	9.7%
\$35,000 to \$49,999.....	981	15.2%	251,609	13.0%	37,669	11.2%	628,998	13.2%
\$50,000 to \$74,999.....	1,410	21.8%	345,130	17.8%	59,441	17.7%	884,623	18.5%
\$75,000 to \$99,999.....	1,066	16.5%	238,954	12.4%	49,399	14.7%	627,813	13.2%
\$100,000 to \$149,999.....	592	9.2%	252,033	13.0%	62,355	18.6%	656,199	13.7%
\$150,000 to \$199,999.....	242	3.7%	98,215	5.1%	29,651	8.8%	243,765	5.1%
\$200,000 or more.....	50	0.8%	108,880	5.6%	32,153	9.6%	238,852	5.0%
Total.....	6,460	100.0%	1,934,771	100.0%	335,651	100.0%	4,773,002	100.0%

Note: (1) Source: U.S. Census Bureau American Fact Finder 2007-2011 American Community Survey.

Sales Tax Trend

The table below shows the distribution of the municipal portion of the Retailers' Occupation, Service Occupation and Use Tax ("Sales Tax") collected by the State Department of Revenue from retailers within the Village. The table indicates the level of retail activity in the Village.

Retailers' Occupation, Service Occupation and Use Tax(1)

State Fiscal Ending June 30	State Sales Tax Distribution(2)	Annual Percentage Change + or (-)
2003	\$3,880,328	(9.39%)(3)
2004	3,925,181	1.16%
2005	3,995,957	1.80%
2006	4,910,901	22.90%
2007	4,575,858	(6.82%)
2008	4,633,469	1.26%
2009	4,155,103	(10.32%)
2010	3,810,082	(8.30%)
2011	4,174,570	9.57%
2012	4,545,380	8.88%
Growth from 2003 to 2012		17.14%

- Notes: (1) Source: Illinois Department of Revenue.
(2) Tax distributions are based on records of the Illinois Department of Revenue relating to the 1% municipal portion of the Retailers' Occupation, Service Occupation and Use Tax, collected on behalf of the Village less a State administration fee. The municipal 1% includes tax receipts from the sale of food and drugs which are not taxed by the State.
(3) The 2003 percentage is based on a 2002 Sales Tax of \$4,282,250.

PLAN OF FINANCING

Proceeds of the Certificates will be used to fund an escrow account to advance refund a portion of the Village's outstanding 2004B Certificates (the "Refunded Certificates"), as listed below, and to pay the costs of issuance of the Certificates.

General Obligation Taxable Refunding Debt Certificates, Series 2004B

<u>Maturities</u>	<u>Outstanding Amount*</u>	<u>Amount Refunded</u>	<u>Redemption Price(s)</u>	<u>Redemption Date(s)</u>
6/1/2014.....	\$ 965,000	\$ 0	NA	NA
6/1/2015.....	1,020,000	1,020,000	100.00%	6/1/2014
6/1/2016.....	1,085,000	1,085,000	100.00%	6/1/2014
6/1/2017.....	1,150,000	1,150,000	100.00%	6/1/2014
6/1/2018.....	<u>1,220,000</u>	<u>1,220,000</u>	100.00%	6/1/2014
Total.....	\$5,440,000	\$4,475,000		

* The bonds maturing June 1, 2015 through June 1, 2018 were sold as a term bond in the amount of \$4,475,000 maturing June 1, 2018.

Certain proceeds received from the sale of the Certificates will be deposited in an Escrow Account (the "Escrow Account") to be held by The Bank of New York Mellon Trust Company, National Association, Chicago, Illinois (the "Escrow Agent"), under the terms of an Escrow Agreement, dated as of the date of issuance of the Certificates, between the Village and the Escrow Agent. The moneys so deposited in the Escrow Account will be applied by the Escrow Agent to purchase direct non-callable obligations of, or obligations guaranteed by the full faith and credit of, the United States of America (the "Government Securities") and to provide an initial cash deposit. The Government Securities together with interest earnings thereon and a beginning cash deposit will be sufficient to pay when due the principal of and interest on the Refunded Certificates up to and including the prior redemption date thereof.

The accuracy of the mathematical computations regarding the adequacy of the maturing principal of and interest earnings on the Government Securities together with an initial cash deposit in the Escrow Account to pay the debt service described above on the Refunded Certificates and the Escrow Securities are sufficient to pay debt service on the Refunded Certificates to the redemption date, and will be verified by Stanley P. Stone & Associates, Inc., Financing Consultants, New York, New York (the "Verification Agent"). Such verification shall be based upon information supplied by PNC Capital Markets LLC, Chicago, Illinois (the "Underwriter").

DEBT INFORMATION

The Village plans to sell three additional bond issues contemporaneously with the Certificates: \$3,785,000 General Obligation Bonds (Alternate Revenue Source), Series 2013A, \$2,560,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013B and \$2,140,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2013C (collectively, the “Series 2013ABC Bonds”), all subject to change. After issuance of the Certificates and the redemption of the Refunded Certificates and the issuance of the Series 2013ABC Bonds and the associated refunding of all or portions of the General Obligation Bonds (Alternate Revenue Source), Series 2004E, General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2003G and General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2004E, the Village will have outstanding \$2,395,000 principal amount of general obligation bonds intended to be paid by property taxes levied in the Village. The Village also will have outstanding \$38,650,000 principal amount of installment contract certificates; \$13,950,000 principal amount of non-water and sewer general obligation alternate revenue source bonds and \$7,780,000 principal amount of waterworks and sewerage revenue and alternate revenue bonds.

The Village is planning to sell an alternate revenue source bond issue for the purpose of building a police station in the amount of approximately \$16,000,000 within the next three to six months.

General Obligation Bonded Bonds (1) (Principal Only)

Calendar Year	Series 2009 Bonds	Total Bonds	Cumulative Principal Retired	
			Amount	Percent
2013	\$ 460,000	\$ 460,000	\$ 460,000	19.21%
2014	470,000	470,000	930,000	38.83%
2015	485,000	485,000	1,415,000	59.08%
2016	500,000	500,000	1,915,000	79.96%
2017	480,000	480,000	2,395,000	100.00%
Total	\$2,395,000	\$2,395,000		

Note: (1) Source: the Village.

Installment Contract Certificate Debt(1) (Principal Only)

Calendar Year	Series 2003C Tax Exempt Debt Cert.	Series 2004B Taxable G.O. Debt Cert.	Series 2005 Tax Exempt Debt Cert.	Series 2006A Taxable G.O. Debt Cert.	Series 2006B Tax Exempt Certificates	Series 2012D Taxable Certificates	Outstanding Debt	The Certificates(2)	Less: Series 2004B(2)	Total Debt(2)	Cumulative Principal Retired(2)	
											Amount	Percent
2013	\$120,000	\$ 915,000	\$ 60,000	\$ 930,000	\$ 0	\$ 385,000	\$ 2,410,000	\$ 0	\$ 0	\$ 2,410,000	\$ 2,410,000	17.28%
2014	0	965,000	65,000	990,000	0	390,000	2,410,000	135,000	0	2,545,000	4,955,000	35.52%
2015	0	1,020,000	65,000	80,000	970,000	480,000	2,615,000	1,140,000	(1,020,000)	2,735,000	7,690,000	55.13%
2016	0	1,085,000	70,000	0	1,095,000	400,000	2,650,000	1,160,000	(1,085,000)	2,725,000	10,415,000	74.66%
2017	0	1,150,000	75,000	0	0	510,000	1,735,000	1,175,000	(1,150,000)	1,760,000	12,175,000	87.28%
2018	0	1,220,000	80,000	0	0	0	1,300,000	1,195,000	(1,220,000)	1,275,000	13,450,000	0.00%
2019	0	0	90,000	0	0	0	90,000	0	0	90,000	13,540,000	97.06%
2020	0	0	200,000	0	0	0	200,000	0	0	200,000	13,740,000	98.49%
2021	0	0	210,000	0	0	0	210,000	0	0	210,000	13,950,000	100.00%
Total ...	\$120,000	\$6,355,000	\$915,000	\$2,000,000	\$2,065,000	\$2,165,000	\$13,620,000	\$4,805,000	\$(4,475,000)	\$13,950,000		

Notes: (1) Source: the Village.
(2) Subject to change.

Non-Water and Sewer General Obligation (Alternate Revenue Source) Bonded Debt(1)
(Principal Only)

Calendar Year	Series 2004D Bonds(2)	Series 2011A Bonds(3)	Series 2011B Bonds(4)	Series 2011C Bonds(5)	Series 2011D Bonds(3)	Series 2012A Bonds(6)	Series 2012B Bonds(7)	Series 2012C Bonds(6)	Outstanding Debt	Series 2013A Bonds(4)(8)(9)	Series 2013B Bonds(2)(8)(9)	Less: Series 2004D Bonds(8)	Total Debt(8)	Cumulative Principal Retired Amount Percent
2013	\$ 200,000	\$ 0	\$ 275,000	\$ 160,000	\$ 110,000	\$ 50,000	\$ 105,000	\$ 120,000	\$ 1,020,000	\$ 0	\$ 0	\$ 0	\$ 1,020,000	\$ 1,020,000 2.64%
2014	210,000	0	280,000	155,000	115,000	190,000	110,000	105,000	1,165,000	120,000	15,000	0	1,300,000	2,320,000 6.00%
2015	220,000	100,000	290,000	155,000	130,000	200,000	120,000	110,000	1,325,000	125,000	40,000	(220,000)	1,270,000	3,590,000 9.29%
2016	230,000	100,000	295,000	150,000	145,000	205,000	120,000	105,000	1,350,000	135,000	260,000	(230,000)	1,515,000	5,105,000 13.21%
2017	235,000	100,000	310,000	150,000	150,000	205,000	125,000	105,000	1,380,000	140,000	265,000	(235,000)	1,550,000	6,655,000 17.22%
2018	245,000	100,000	315,000	150,000	150,000	210,000	120,000	110,000	1,400,000	150,000	265,000	(245,000)	1,570,000	8,225,000 21.28%
2019	260,000	100,000	330,000	195,000	145,000	215,000	125,000	115,000	1,485,000	155,000	270,000	(260,000)	1,650,000	9,875,000 25.55%
2020	270,000	225,000	345,000	190,000	595,000	225,000	120,000	115,000	2,085,000	165,000	275,000	(270,000)	2,255,000	12,130,000 31.38%
2021	285,000	250,000	360,000	0	0	230,000	0	125,000	1,250,000	170,000	280,000	(285,000)	1,415,000	13,545,000 35.05%
2022	295,000	500,000	375,000	0	0	0	0	390,000	1,560,000	180,000	290,000	(295,000)	1,735,000	15,280,000 39.53%
2023	310,000	1,000,000	390,000	0	0	0	0	0	1,700,000	190,000	295,000	(310,000)	1,875,000	17,155,000 44.39%
2024	0	1,200,000	415,000	0	0	0	0	0	1,615,000	200,000	305,000	0	2,120,000	19,275,000 49.87%
2025	0	1,250,000	435,000	0	0	0	0	0	1,685,000	210,000	0	0	1,895,000	21,170,000 54.77%
2026	0	1,400,000	460,000	0	0	0	0	0	1,860,000	225,000	0	0	2,085,000	23,255,000 60.17%
2027	0	1,950,000	490,000	0	0	0	0	0	2,440,000	235,000	0	0	2,675,000	25,930,000 67.09%
2028	0	2,950,000	515,000	0	0	0	0	0	3,465,000	245,000	0	0	3,710,000	29,640,000 76.69%
2029	0	3,340,000	545,000	0	0	0	0	0	3,885,000	265,000	0	0	4,150,000	33,790,000 87.43%
2030	0	3,410,000	575,000	0	0	0	0	0	3,985,000	275,000	0	0	4,260,000	38,050,000 98.45%
2031	0	0	0	0	0	0	0	0	0	290,000	0	0	290,000	38,340,000 99.20%
2032	0	0	0	0	0	0	0	0	0	310,000	0	0	310,000	38,650,000 100.00%
Total ..	\$2,760,000	\$17,975,000	\$7,000,000	\$1,305,000	\$1,540,000	\$1,730,000	\$945,000	\$1,400,000	\$34,655,000	\$3,785,000	\$2,560,000	\$(2,350,000)	\$38,650,000	

- Notes: (1) Source: the Village.
(2) Payable from licenses and permits.
(3) Payable from TIF revenues and sales taxes.
(4) Payable from SSA taxes and municipal telecommunications taxes.
(5) Payable from TIF revenues and utility taxes.
(6) Payable from general obligation limited tax bonds or notes.
(7) Payable from utility taxes.
(8) Subject to change.
(9) Expected to be sold contemporaneously with the Certificates

Outstanding Waterworks and Sewerage Revenue and Alternate Revenue Bonds(1)
(Principal Only)

Calendar Year	Series 1998 Alt. Rev. Bonds	Series 2001A Alt. Rev. Bonds	Series 2003 Rev. Bonds	Series 2003G Alt. Rev. Bonds	Series 2004E Alt. Rev. Bonds	Series 2012E Alt. Rev. Bonds	Outstanding Debt	Series 2013B Alt. Rev. Bonds(2)(3)	Less Refunded Bonds 2004E(2) 2003G(2)	Total Debt(2)	Cumulative Retired(2) Amount Percent
2014	\$150,000	\$35,000	\$110,000	\$125,000	\$ 25,000	\$ 285,000	\$ 730,000	\$ 180,000	\$ (25,000) \$(125,000)	\$ 760,000	\$ 760,000 9.77%
2015	0	0	0	150,000	70,000	450,000	670,000	240,000	(70,000) (150,000)	690,000	1,450,000 18.64%
2016	0	0	0	150,000	80,000	460,000	690,000	250,000	(80,000) (150,000)	710,000	2,160,000 27.76%
2017	0	0	0	0	90,000	620,000	710,000	105,000	(90,000) 0	725,000	2,885,000 37.08%
2018	0	0	0	0	115,000	610,000	725,000	130,000	(115,000) 0	740,000	3,625,000 46.59%
2019	0	0	0	0	370,000	410,000	780,000	385,000	(370,000) 0	795,000	4,420,000 56.81%
2020	0	0	0	0	405,000	405,000	810,000	410,000	(405,000) 0	815,000	5,235,000 67.29%
2021	0	0	0	0	445,000	395,000	840,000	440,000	(445,000) 0	835,000	6,070,000 78.02%
2022	0	0	0	0	0	840,000	840,000	0	0 0	840,000	6,910,000 88.82%
2023	0	0	0	0	0	870,000	870,000	0	0 0	870,000	7,780,000 100.00%
Total ...	\$150,000	\$35,000	\$110,000	\$425,000	\$1,600,000	\$5,345,000	\$7,665,000	\$2,140,000	\$(1,600,000) \$(425,000)	\$7,780,000	

- Notes: (1) Source: the Village.
(2) Subject to change.
(3) Expected to be sold contemporaneously with the Certificates.

Detailed Overlapping Bonded Debt(1)
(As of May 10, 2013)

	Outstanding Debt(2)	Applicable to the Village Percent(2)	Amount
Schools:			
Grade School District Number 2.....	\$ 37,079,922	72.28%	\$26,801,368
Grade School District Number 7.....	2,040,000	2.01%	41,004
Grade School Number 83.....	22,345,000	3.91%	873,690
High School District Number 100.....	3,375,000	41.70%	1,407,375
High School District Number 212.....	14,610,000	1.41%	206,001
Unit School District Number 205.....	121,948,882	2.25%	2,743,850
Community College District Number 502.....	340,300,000	1.54%	5,240,620
Total Schools.....			<u>\$37,313,907</u>
Other:			
DuPage County.....	\$ 245,820,000	1.49%	\$ 3,662,718
DuPage County Forest Preserve District.....	220,555,485	1.49%	3,286,277
Cook County.....	3,706,435,000	0.02%	741,287
Cook County Forest Preserve District.....	187,950,000	0.02%	37,590
Chicago Metropolitan Water Reclamation District..	2,238,816,507	0.02%	447,763
Bensenville Park District.....	7,185,000	76.80%	5,518,080
Wood Dale Park District.....	2,357,922	1.87%	44,093
Total Other.....			<u>\$13,737,808</u>
Total Schools and Other Overlapping Bonded Debt.....			<u>\$51,051,715</u>

- Notes: (1) Source: DuPage County Clerk and Cook County Clerk.
(2) Overlapping debt percentages are based on the 2012 EAV for DuPage County and on the 2011 EAV for Cook County, the most current available.

Statement of Bonded Indebtedness(1)

	Amount Applicable	Ratio To Equalized Assessed	Estimated Actual	Per Capita (2010 Census 18,352)
Village EAV of Taxable Property(1).....	\$ 546,215,496	100.00%	33.33%	\$29,763.27
Estimated Actual Value.....	\$1,638,646,488	300.00%	100.00%	\$89,289.80
Total Direct Debt(2)(3).....	\$ 62,690,000	11.48%	3.83%	\$ 3,415.98
Less: Non-Tax Supported Debt.....	(46,345,000)	(8.48%)	(2.83%)	(2,525.34)
Net Direct Debt(3)(4).....	\$ 16,345,000	2.99%	1.00%	\$ 890.64
Overlapping Bonded Debt(5):				
Schools.....	\$ 37,313,907	6.83%	2.28%	\$ 2,033.23
Other.....	13,737,808	2.52%	0.84%	748.57
Total Overlapping Bonded Debt.....	<u>\$ 51,051,715</u>	<u>9.35%</u>	<u>3.12%</u>	<u>\$ 2,781.81</u>
Total Net Direct and Overlapping Bonded Debt (3).....	\$ 67,396,715	12.34%	4.11%	\$ 3,672.45

- Notes: (1) Source: DuPage and Cook Counties Clerks.
(2) Includes the Certificates and Series 2013ABC Bond Issues.
(3) Subject to change.
(4) The Village's debt limit is 8.625% of Equalized Assessed Value; remaining debt capacity is \$30,766,087.
(5) As of May 10, 2013.

Legal Debt Margin(1)

2012 DuPage Portion Equalized Assessed Valuation	\$514,907,806
2011 Cook Portion Equalized Assessed Valuation	<u>31,307,690</u>
Equalized Assessed Valuation	\$546,215,496
Statutory Debt Limitation (8.625% of EAV)	\$ 47,111,087

General Obligation Bonded Debt:

Series 1998 ARS(2)	\$ 150,000
Series 2001A ARS(2)	35,000
Series 2003G ARS(2)(3)	0
Series 2004E ARS(2)(3)	25,000
Series 2012E ARS(2)	5,345,000
Series 2013C ARS(2)(4)(5)	2,140,000
Series 2009 Limited Tax	2,395,000
Series 2004D ARS(2)(3)(4)	410,000
Series 2011A ARS(2)	17,975,000
Series 2011B ARS(2)	7,000,000
Series 2011C ARS(2)	1,305,000
Series 2011D ARS(2)	1,540,000
Series 2012A ARS(2)	1,730,000
Series 2012B ARS(2)	945,000
Series 2012C ARS(2)	1,400,000
Series 2013A(2)(4)(5)	3,785,000
Series 2013B(2)(4)(5)	2,560,000

Other Debt:

Debt Certificate, Series 2003C	120,000
Taxable Debt Certificate, Series 2004B(3)(4)	1,880,000
Debt Certificates, Series 2005	915,000
Taxable Limited Tax General Obligation Debt Certificates, Series 2006A	2,000,000
Limited Tax General Obligation Debt Certificates, Series 2006B	2,065,000
Taxable Debt Certificates, Series 2012D	2,165,000
The Certificates(4)	<u>4,805,000</u>
Total(4)	\$ 62,690,000

Less Alternate Revenue Source Bonds:

Waterworks and Sewerage Alternate Bonds(4)	\$ (7,695,000)
Other Alternate Bonds(4)	<u>(38,650,000)</u>
Total Deductions(4)	\$(46,345,000)

Total Applicable Debt(4)	\$ 16,345,000
Debt Margin(4)	<u>\$ 30,766,087</u>

- Notes: (1) Source: the Village. Does not include \$110,000 Waterworks and Sewerage Refunding Bonds, Series 2003.
(2) As general obligation alternate bonds under the Act, the Bonds do not count against the 8.625% of EAV debt limit for general obligation bonded debt, so long as the debt service levy for such bonds is abated annually and not extended.
(3) Does not include securities to be refunded. See "DEBT INFORMATION" herein.
(4) Subject to change.
(5) Selling contemporaneously with the Certificates.

PROPERTY ASSESSMENT AND TAX INFORMATION

For the 2012 levy year DuPage County only, the Village's EAV was comprised of approximately 45% residential, 43% industrial, 12% commercial, and minor farm and railroad property valuations.

Village Equalized Assessed Valuation(1)

By Property Class(2)	Levy Years				
	2008	2009	2010	2011	2012
Residential.....	\$351,389,198	\$358,088,865	\$324,097,808	\$263,756,482	\$230,975,388
Farm.....	0	161	177	195	607
Commercial.....	63,118,246	76,385,169	68,613,902	67,683,375	60,876,589
Industrial.....	275,162,125	271,441,810	249,250,510	241,871,280	221,218,100
Railroad.....	923,838	1,141,572	1,636,793	1,880,326	1,837,122
Total.....	\$690,593,407	\$707,057,577	\$643,599,190	\$575,191,658	\$514,907,806
By County	2008	2009	2010	2011	2012
DuPage County.....	\$690,593,407	\$707,057,577	\$643,599,190	\$575,191,658	\$514,907,806
Cook County.....	40,909,104	36,893,141	34,613,066	31,307,690	31,307,690
Total.....	\$731,502,511	\$743,950,718	\$678,212,256	\$606,499,348	\$546,215,496
Percent Change.....	3.12%(3)	1.70%	(8.84%)	(10.57%)	(9.94%)

- Notes: (1) Source: DuPage and Cook Counties.
 (2) The EAVs by property class are for DuPage County only. The EAVs by property class were not available for Cook County.
 (3) Percentage change based on 2007 EAV of \$709,341,754.

Representative Tax Rates(1) (Per \$100 EAV)

	Levy Years				
	2008	2009	2010	2011	2012
Village:					
Corporate.....	\$0.2796	\$0.2708	\$0.3198	\$0.3631	\$0.4251
IMRF.....	0.0303	0.0284	0.0322	0.0364	0.1029
Bond and Interest.....	0.0390	0.0728	0.0815	0.0907	0.0408
Police Protection.....	0.1322	0.1389	0.1574	0.1782	0.2085
Policemen's Pension.....	0.0306	0.0400	0.0449	0.0507	0.0585
Tort Judgments.....	0.0419	0.0365	0.0410	0.0464	0.0520
Social Security.....	0.0358	0.0331	0.0375	0.0424	0.0476
Workers Compensation.....	0.0258	0.0258	0.0292	0.0332	0.0372
Total Village Rates(2).....	\$0.6152	\$0.6463	\$0.7435	\$0.8411	\$0.9726
DuPage County.....	0.1557	0.1554	0.1659	0.1773	0.1929
DuPage County Forest Preserve District.....	0.1206	0.1217	0.1321	0.1414	0.1542
DuPage Airport Authority.....	0.0160	0.0148	0.0158	0.0169	0.0168
Addison Township.....	0.0443	0.0446	0.0509	0.0570	0.0655
Addison Township Road District.....	0.0664	0.0668	0.0762	0.0853	0.0981
Bensenville Park District.....	0.3262	0.3117	0.3614	0.4128	0.4718
Bensenville Fire District Number 2.....	0.4663	0.4844	0.5376	0.6192	0.7198
Bensenville Community Library District.....	0.1555	0.1566	0.1793	0.2038	0.2360
School District Number 2.....	2.7058	2.7529	3.1160	3.5405	4.0744
High School District Number 100.....	1.3935	1.3993	1.6157	1.8069	2.0638
Community College District Number 502.....	0.1858	0.2127	0.2349	0.2495	0.2681
Total Rates(3).....	\$6.2513	\$6.3672	\$7.2293	\$8.1517	\$9.3340

- Notes: (1) Source: DuPage County Clerk.
 (2) Statutory tax rate limits for the Village are as follows: Corporate (\$0.4375) and Police Protection (\$0.6000).
 (3) Representative tax rates for other government units are for Addison Township tax code 3015, which represents approximately 49% of the Village's EAV.

Village Tax Extensions and Collections(I)
(DuPage Portion Only-Includes Road and Bridge)

Levy Year	Coll. Year	Taxes Extended(2)	Taxes Collected	
			Amount(3)	Percent
2007	2008	\$4,029,609	\$4,029,609	100.00%
2008	2009	4,448,731	4,434,281	99.68%
2009	2010	4,569,713	4,569,717	100.00%
2010	2011	4,784,940	4,768,147	99.65%
2011(4)	2012	5,007,993	4,905,800	97.96%

Notes: (1) Source: DuPage County Treasurer and the Village.
(2) Adjusted for abatements.
(3) Includes back taxes and penalties.
(4) As of June 10, 2013.

Principal Village Taxpayers (I)

Name	Business/Service	2012 EAV(2)
AMB Prop. RE Tax Co.....	Real Estate	\$37,093,620
YB Partners.....	Real Estate	10,207,070
Crane & Norcross.....	Legal Firm	5,760,130
Prologis Tax Coordinator.....	Real Estate Developers	4,871,020
First Industrial Realty Trust.....	Real Estate Investment Trust	3,691,040
Rreef American REIT II.....	Real Estate Investment Trust	3,640,410
Linden Tower Apartments.....	Apartments	3,425,340
Rreef American REIT	Real Estate Investment Trust	3,125,340
TA Associates Realty.....	Real Estate Advisors	2,982,590
Midwest Senior Ministries.....	Nursing and Custodial Care Centers.....	2,503,080
Total.....		\$77,299,640
Ten largest as a percent of the Village's EAV (\$546,215,496).....		14.15%

Notes: (1) Source: DuPage County Clerk.
(2) Every effort has been made to seek out and report the largest taxpayers. However, many of the taxpayers listed contain multiple parcels, and it is possible that some parcels and their valuations have been overlooked. The 2012 EAV is the most current available.

REAL PROPERTY ASSESSMENT, TAX LEVY AND COLLECTION PROCEDURES

DuPage County Tax Levy and Collection Procedures

Local assessment officers determine the assessed valuation of taxable real property and railroad property not held or used for railroad operations. The Illinois Department of Revenue (the "Department") assesses certain other types of taxable property, including railroad property held or used for railroad operations. Local assessment officers' valuation determinations are subject to review at the county level and then, in general, to equalization by the Department. Such equalization is achieved by applying to each county's assessments a multiplier determined by the Department. The purpose of equalization is to provide a common basis of assessments among counties by adjusting assessments toward the statutory standard of 33-1/3% of fair cash value. Farmland is assessed according to a statutory formula which takes into account factors such as productivity and crop mix. Taxes are extended against the assessed values after equalization.

Property tax levies of each taxing body are filed in the office of the county clerk of each county in which territory of that taxing body is located. The county clerk computes the rates and amount of taxes applicable to taxable property subject to the tax levies of each taxing body and determines the dollar amount of taxes attributable to each respective parcel of taxable property. The county clerk then supplies to the appropriate collecting officials within the county the information needed to bill the taxes attributable to the various parcels therein. After the taxes have been collected, the collecting officials distribute to the various taxing bodies their respective shares of the taxes collected. Taxes levied in one calendar year are due and payable in two installments during the next calendar year. Taxes that are not paid when due, or that are not paid by mail and postmarked on or before the due date, are subject to a penalty of 1-1/2% per month until paid. Unpaid property taxes, together with penalties, interest and costs, constitute a lien against the property subject to the tax.

DuPage County Exemptions

An annual General Homestead Exemption (the "General Homestead Exemption") provides that the Equalized Assessed Valuation ("EAV") of certain property owned and used for residential purposes ("Residential Property") may be reduced by the amount of any increase over the 1977 EAV, up to a maximum reduction of \$3,500 for assessment years prior to assessment year 2004 in counties with less than 3,000,000 inhabitants, and a maximum reduction of \$5,000 for assessment year 2004 through 2007 in all counties. Additionally, the maximum reduction is \$5,500 for assessment year 2008 and the maximum reduction is \$6,000 for assessment year 2009 and thereafter in all counties.

The Homestead Improvement Exemption applies to Residential Properties that have been improved or rebuilt in the 2 years following a catastrophic event. The exemption is limited to \$45,000 through December 31, 2003, and \$75,000 per year beginning January 1, 2004 and thereafter, to the extent the assessed value is attributable solely to such improvements or rebuilding.

Additional exemptions exist for senior citizens. The Senior Citizens Homestead Exemption ("Senior Citizens Homestead Exemption") operates annually to reduce the EAV on a senior citizen's home for assessment years prior to 2004 by \$2,000 in counties with less than 3,000,000 inhabitants. For assessment years 2004 and 2005, the maximum reduction is \$3,000 in all counties. For assessment years 2006 and 2007, the maximum reduction is \$3,500 in all counties. In addition, for assessment year 2008 and thereafter, the maximum reduction is \$4,000 for all counties. Furthermore, beginning with assessment year 2003, for taxes payable in 2004, property that is first occupied as a residence after January 1 of any assessment year by a person who is eligible for the Senior Citizens Homestead Exemption must be granted a pro rata exemption for the assessment year based on the number of days during the assessment year that the property is occupied as a residence by a person eligible for the exemption.

A Senior Citizens Assessment Freeze Homestead Exemption ("Senior Citizens Assessment Freeze Homestead Exemption") freezes property tax assessments for homeowners, who are 65 and older and receive a household income not in excess of the maximum income limitation. The maximum income limitation is \$35,000 for years prior to 1999, \$40,000 for assessment years 1999 through 2003, \$45,000 for assessment years 2004 and 2005, \$50,000 from assessment years 2006 and 2007 and for assessments year 2008 and after, the maximum income limitation is \$55,000. In general, the Senior Citizens Assessment Freeze Homestead Exemption limits the annual real property tax bill of such property by granting to qualifying senior citizens an exemption as to a portion of the valuation of their property. In counties with a population of 3,000,000 or more, the exemption for all assessment years is equal to the EAV of the residence in the assessment year for which application is made less the base amount. Furthermore, for those counties with a population of less than 3,000,000, the Senior Citizens Assessment Freeze Homestead Exemption is as follows: through assessment year 2005 and for assessment year 2007 and later, the exempt amount is the difference between (i) the current EAV of their residence and (ii) the base amount, which is the EAV of a senior citizen's residence for the year prior to the year in which he or she first qualifies and applies for the Exemption (plus the EAV of improvements since such year). For assessment year 2006, the amount of the Senior Citizens Assessment Freeze Homestead Exemption phases out as the amount of household income increases. The amount of the Senior Citizens Assessment Freeze Homestead Exemption is calculated by using the same formula as above, and then multiplying the resulting value by a ratio that varies according to household income.

Another exemption available to disabled veterans operates annually to exempt up to \$70,000 of the Assessed Valuation of property owned and used exclusively by such veterans or their spouses for residential purposes. Also, certain property is exempt from taxation on the basis of ownership and/or use, such as public parks, not-for-profit schools and public schools, churches, and not-for-profit hospitals and public hospitals. However, individuals claiming exemption under the Disabled Persons' Homestead Exemption ("Disabled Persons' Homestead Exemption") or the Disabled Veterans Standard Homestead Exemption ("Disabled Veterans Standard Homestead Exemption") cannot claim the aforementioned exemption.

Furthermore, beginning with assessment year 2007, the Disabled Persons' Homestead Exemption provides an annual homestead exemption in the amount of \$2,000 for property that is owned and occupied by certain persons with a disability. However, individuals claiming exemption as a disabled veteran or claiming exemption under the Disabled Veterans Standard Homestead Exemption cannot claim the aforementioned exemption.

In addition, the Disabled Veterans Standard Homestead Exemption provides disabled veterans an annual homestead exemption starting with assessment year 2007 and thereafter. Specifically, (i) those veterans with a service-connected disability of 75% are granted an exemption of \$5,000 and (ii) those veterans with a service-connected disability of less than 75%, but at least 50%, are granted an exemption of \$2,500. Furthermore, the veteran's surviving spouse is entitled to the benefit of the exemption, provided that the spouse has legal or beneficial title of the homestead, resides permanently on the homestead and does not remarry. Moreover, if the property is sold by the surviving spouse, then an exemption amount not to exceed the amount specified by the current property tax roll may be transferred to the spouse's new residence, provided that it is the spouse's primary residence and the spouse does not remarry. However, individuals claiming exemption as a disabled veteran or claiming exemption under the Disabled Persons' Homestead Exemption cannot claim the aforementioned exemption.

Beginning with assessment year 2007, the Returning Veterans' Homestead Exemption ("Returning Veterans' Homestead Exemption") is available for property owned and occupied as the principal residence of a veteran in the assessment year the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a homestead exemption of \$5,000, which is applicable in all counties. In order to apply for the Returning Veterans' Homestead Exemption, the individual must pay real estate taxes on the property, own the property or have either a legal or an equitable interest in the property, "or a leasehold interest of land on which a single family residence is located, which is occupied as a principle residence of a veteran returning from an armed conflict involving the armed forces of the United States who has an ownership interest therein, legal, equitable or as a lessee, and on which the veteran is liable for the payment of property taxes." Those individuals eligible for the Returning Veterans' Homestead Exemption may claim the Returning Veterans' Homestead Exemption, in addition to other homestead exemptions, unless otherwise noted.

DuPage County Property Tax Extension Limitation Law

The Property Tax Extension Limitation Law, as amended (the "Limitation Law"), limits the annual growth in the amount of property taxes to be extended for certain Illinois non-home-rule units, including the Village. In general, the annual growth permitted under the Limitation Law is the lesser of 5% or the percentage increase in the Consumer Price Index during the calendar year preceding the levy year. Taxes can also be increased due to new construction, referendum approval of tax rate increases, mergers and consolidations.

The effect of the Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes unlimited as to rate and amount cannot be issued by the affected taxing bodies unless they are approved by referendum, are alternate bonds or are for certain refunding purposes.

The Village has the authority to levy taxes for many different purposes. See the table entitled **Representative Tax Rates** under “**PROPERTY ASSESSMENT AND TAX INFORMATION**” herein. The ceiling at any particular time on the rate at which these taxes may be extended for the Village is either (i) unlimited (as provided by statute), (ii) initially set by statute but permitted to be increased by referendum, (iii) capped by statute, or (iv) limited to the rate approved by referendum. Public Act 94-0976, effective June 30, 2006, provides that the only ceiling on a particular tax rate is the ceiling set by statute above, at which the rate is not permitted to be further increased by referendum or otherwise. Therefore, taxing districts (such as the Village) will have increased flexibility to levy taxes for the purposes for which they most need the money. The total aggregate tax rate for the various purposes subject to the Limitation Law, however, will not be allowed to exceed the Village’s limiting rate computed in accordance with the provisions of the Limitation Law.

Local governments, including the Village, can issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law. See “**DESCRIPTION OF THE CERTIFICATES**” herein.

Cook County Real Property Assessment

The County Assessor (the “Assessor”) is responsible for the assessment of all taxable real property within Cook County (the “County”), including that in the Village, except for certain railroad property and pollution control facilities, which are assessed directly by the Illinois Department of Revenue (the “Department of Revenue”). For triennial reassessment purposes, Cook County is divided into three districts: west and south suburbs (the “South Tri”), north and northwest suburbs (the “North Tri”), and the City of Chicago (the “City Tri”). The Village is located in the North Tri and was reassessed for the 2010 tax levy year.

Real property in the County is separated into classes for assessment purposes. After the County Assessor establishes the fair market value of a parcel of property, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation (the “Assessed Valuation”) for the parcel. Prior to the 2009 tax levy year, the classification percentages ranged from 16% for certain residential, commercial and industrial property to 36% and 38%, respectively, for other industrial and commercial property. On September 17, 2008, the Cook County Board of Commissioners approved changes to the property classification ordinance. The changes reduced the percentages used to calculate the assessed value of real property in the County for real estate tax purposes. These reductions take effect in the 2009 tax levy year. Such new classification percentages range from 10% for certain residential, commercial and industrial property to 25% for other industrial and commercial property.

Property is classified for assessment into six basic categories, each of which is assessed (beginning with the 2009 tax levy year) at various percentages of fair market value as follows: Class 1) unimproved real estate - 10%; Class 2) residential - 10%; Class 3) rental-residential - 16%, in tax year 2009, 13% in assessment year 2010, and 10% in assessment year 2011 and subsequent years; Class 4) not-for-profit - 25%; Class 5a) commercial - 25%; Class 5b) industrial - 25%. There are also seven additional categories. Newly constructed industrial properties or substantially rehabilitated sections of existing industrial properties within the County may qualify for a Class 6b assessment level, which assessment level is 10% for the first 10 years and for any subsequent 10-year renewal periods. However, if the incentive is not renewed, the 6b assessment level is 15% in year 11 and 20% in year 12, hereafter reverting to Class 5b. Real estate, which is to be used for industrial or commercial purposes where such real estate has undergone environmental testing and remediation, may be eligible for a Class C assessment level. The Class C assessment level for industrial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. Class C commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Commercial properties that are newly constructed or substantially rehabilitated and are within an area determined to be an area in need of commercial development may be classified as Class 7a or 7b property, and will then be assessed at a level of 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Certain commercial and industrial properties located in zones determined to be in need of substantial revitalization or in an enterprise community could be eligible for Class 8 assessments. The Class 8 assessment level for industrial properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class 8 assessment level for industrial properties is 15% in year 11 and 20% in year 12, thereafter reverting to Class 5b. The Class 8 assessment level for commercial properties is 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a. Substantially rehabilitated or new construction multi-family residential properties within certain target areas, empowerment or enterprise zones may be eligible for Class 9 categorization. The Class 9 assessment level is 10% for an initial 10-year period, renewable upon application for additional 10-year periods. When the Class 9 assessment level expires, the assessment level reverts to the applicable classification. Rental-residential (Class 3) properties subject to a Section 8 contract that has been renewed under the "Mark Up To Market" option may qualify for a Class S assessment level. The Class S assessment level is 10% for the term of the Section 8 contract renewal under the Mark Up To Market option, and for any additional terms of renewal of the Section 8 contract under the Mark Up To Market option. When the Class S assessment level expires, the assessment level reverts to Class 3. Substantially rehabilitated properties which are designated as Class 3, Class 4, Class 5a or Class 5b and which qualify as Landmark or Contributing buildings may qualify for a Class L assessment level. The Class L assessment level for Class 3, 4 or 5b properties is 10% for the first 10 years and for any subsequent 10-year renewal periods. If the incentive is not renewed, the Class L assessment level is 15% in year 11 and 20% in year 12, thereafter reverting to Class 3, 4 or 5b. Class L commercial properties are assessed at 10% for the first 10 years, 15% in year 11 and 20% in year 12, thereafter reverting to Class 5a.

The Assessor has established procedures enabling taxpayers to contest their proposed Assessed Valuations. Once the Assessor certifies its final Assessed Valuations, a taxpayer can seek review of its assessment by appealing to the Cook County Board of Review, which consists of three commissioners elected by the voters of the County. The Board of Review has the power to adjust the Assessed Valuations set by the Assessor.

Owners of both residential property having six or fewer units and owners of real estate other than residential property with six or fewer units are able to appeal decisions of the Board of Review to the Illinois Property Tax Appeal Board (the "PTAB"), a statewide administrative body. The PTAB has the power to determine the Assessed Valuation of real property based on equity and the weight of the evidence. Taxpayers may appeal the decision of PTAB to either the Circuit Court of Cook County or the Illinois Appellate Court under the Illinois Administrative Review Law.

As an alternative to seeking review of Assessed Valuations by PTAB, taxpayers who have first exhausted their remedies before the Board of Review may file an objection in the Circuit Court of Cook County similar to the previous judicial review procedure but with a different standard of proof than that previously required. In addition, in cases where the Assessor agrees that an assessment error has been made after tax bills have been issued, the Assessor can correct any factual error, and thus reduce the amount of taxes due, by issuing a Certificate of Error. Certificates of Error are not issued in cases where the only issue is the opinion of the valuation of the property.

Cook County Equalization

After the County Assessor has established the Assessed Valuation for each parcel for a given year, and following any revisions by the Board of Review or PTAB, the Illinois Department of Revenue is required by statute to review the Assessed Valuations. The Illinois Department of Revenue establishes an equalization factor (the “Equalization Factor”), commonly called the “multiplier,” for each county to make all valuations uniform among the 102 counties in the State. Under State law, the aggregate of the assessments within each county is to be equalized at 33-1/3% of the estimated fair cash value of real property located within the county prior to any applicable exemptions. One multiplier is applied to all property in Cook County, regardless of its assessment category, except for some farmland property which is not subject to equalization.

Once the Equalization Factor is established, the Assessed Valuation, as revised by the Board of Review or PTAB, is multiplied by the Equalization Factor to determine the equalized assessed valuation (the “EAV”) of that parcel. The EAV for each parcel is the final property valuation used for determination of tax liability. The aggregate EAV for all parcels in any taxing body’s jurisdiction, plus the valuation of property assessed directly by the State, constitutes the total real estate tax base for the taxing body and is the figure used to calculate tax rates (the “Assessment Base”). The following table sets forth the Equalization Factor for Cook County for the last 10 tax levy years.

<u>TAX LEVY YEAR</u>	<u>EQUALIZATION FACTOR</u>
2002	2.4689
2003	2.4598
2004	2.5757
2005	2.7320
2006	2.7076
2007	2.8439
2008	2.9786
2009	3.3701
2010	3.3000
2011	2.9706

Cook County Exemptions

Public Act 95-644, effective October 17, 2007, made changes to and added a number of property tax exemptions taken by residential property owners. These changes are discussed below.

An annual General Homestead Exemption provides that the EAV of certain property owned and used for residential purposes (“Residential Property”) may be reduced by \$5,000 for assessment years 2004 through assessment year 2007. Additionally, the reduction may be \$5,500 for assessment year 2008, and \$6,000 for assessment years 2009 and forward (the “General Homestead Exemption”).

The Alternative General Homestead Exemption (the “Alternative General Homestead Exemption”) caps EAV increases for homeowners (who also reside on the property as their principal place of residence) at 7% a year, up to a certain maximum each year as defined by the statute. Any amount of increase that exceeds the maximum exemption as defined is added to the 7% increase and is part of that property’s taxable EAV. Homes that do not increase by at least 7% a year are entitled, in the alternative, to the General Homestead Exemption as discussed above.

The Base Year for purposes of calculation of the Alternative General Homestead Exemption is 2002 for properties located in the City Tri, 2003 for properties located in the North Tri and 2004 for properties located in the South Tri. The Base Homestead Value is the EAV of the homestead property minus the General Homestead Exemption for that year: \$4,500 for years prior to 2004; \$5,000 for 2004 through 2007; \$5,500 for 2008 and \$6,000 for the year 2009 and thereafter.

For properties in the City Tri, the Alternative General Homestead Exemption cannot exceed \$33,000 for assessment year 2006 (except as noted below), \$26,000 for assessment year 2007, \$20,000 for assessment year 2008 and \$6,000 thereafter. For properties in the North Tri, the Alternative General Homestead Exemption cannot exceed \$20,000 for assessment year 2006, \$33,000 for assessment year 2007, \$26,000 for assessment year 2008, \$20,000 for assessment year 2009 and \$6,000 thereafter. For properties in the South Tri, the Alternative General Homestead Exemption cannot exceed \$20,000 for assessment years 2006 and 2007, \$33,000 for assessment year 2008, \$26,000 for assessment year 2009, \$20,000 for assessment year 2010 and \$6,000 thereafter.

Furthermore, only in the City Tri and only for assessment year 2006, the maximum exemption amount may be increased to: (i) \$40,000, provided that the EAV of the property for assessment year 2006 exceeds the EAV of that property for assessment year 2002 by an amount equal to or greater than 100%, or (ii) \$35,000 provided that the EAV of the property for assessment year 2006 exceeds the EAV of that property for assessment year 2002 by an amount greater than 80% but not more than 100%.

Finally, the Long-Time Occupant Homestead Exemption applies to those counties subject to the Alternative General Homestead Exemption, including Cook County. Beginning with assessment year 2007 and thereafter, the EAV of homestead property of a taxpayer who has owned the property for at least 10 years (or 5 years if purchased with certain government assistance) and who has a household income of \$100,000 or less ("Qualified Homestead Property") may increase by no more than 10% per year. If the taxpayer's annual income is \$75,000 or less, the EAV of the Qualified Homestead Property may increase by no more than 7% per year. There is no exemption limit for Qualified Homestead Properties. Individuals applying for this exemption must comply with the following guidelines: (i) continuously occupy their property for 10 years, as of January 1st of the assessment year, and occupy such property as their principal residence or, (ii) continuously occupy their property as their principal place of residence for 5 years, as of January 1st of the assessment year, provided that the property was purchased with certain government assistance.

In addition, the Homestead Improvement Exemption ("Homestead Improvement Exemption") applies to residential properties that have been improved and to properties that have been rebuilt in the two years following a catastrophic event. The exemption is limited to \$45,000 through December 31, 2003, and \$75,000 per year beginning January 1, 2004, and thereafter, to the extent the assessed value is attributable solely to such improvements or rebuilding.

Additional exemptions exist for senior citizens. The Senior Citizens Homestead Exemption ("Senior Citizens Homestead Exemption") operates annually to reduce the EAV on a senior citizen's home by \$3,500 in all counties. In addition, for assessment year 2008 and thereafter, the maximum reduction is \$4,000 for all counties. Furthermore, property that is first occupied as a residence after January 1 of any assessment year by a person who is eligible for the Senior Citizens Homestead Exemption must be granted a prorata exemption for the assessment year based on the number of days during the assessment year that the property is occupied as a residence by a person eligible for the exemption.

A Senior Citizens Assessment Freeze Homestead Exemption ("Senior Citizens Assessment Freeze Homestead Exemption") freezes property tax assessments for homeowners who are 65 and older, reside in their property as their principal place of residence and receive a household income not in excess of the maximum income limitation. The maximum income limitation is \$50,000 for assessment years 2006 and 2007; for assessment years 2008 and after, the maximum income limitation is \$55,000. In general, the exemption grants qualifying senior citizens an exemption based upon a "freeze" of their home's Assessed Valuation.

Another exemption, available to disabled veterans, may be applied annually to exempt up to \$70,000 of the Assessed Valuation of property owned and used exclusively by such veterans or their spouses for residential purposes. However, individuals claiming exemption under the Disabled Persons' Homestead Exemption ("Disabled Persons' Homestead Exemption") or the hereinafter defined Disabled Veterans Standard Homestead Exemption cannot claim the aforementioned exemption.

Also, certain property is exempt from taxation on the basis of ownership and/or use, such as public parks, not-for-profit schools and public schools, churches, and not-for-profit hospitals and public hospitals.

Furthermore, beginning with assessment year 2007, the Disabled Persons' Homestead Exemption provides an annual homestead exemption in the amount of \$2,000 for property that is owned and occupied by certain persons with a disability. However, individuals claiming exemption as a disabled veteran or claiming exemption under the Disabled Veterans Standard Homestead Exemption cannot claim the Disabled Persons' Homestead Exemption.

In addition, the Disabled Veterans Standard Homestead Exemption ("Disabled Veterans Standard Homestead Exemption") provides disabled veterans an annual homestead exemption starting with assessment year 2007 and thereafter. Specifically, (i) those veterans with a service-connected disability of 75% are granted an exemption of \$5,000 and (ii) those veterans with a service-connected disability of less than 75%, but at least 50%, are granted an exemption of \$2,500. Furthermore, the veteran's surviving spouse is entitled to the benefit of the exemption, provided that the spouse has legal or beneficial title of the homestead, resides permanently on the homestead and does not remarry. Moreover, if the property is sold by the surviving spouse, then an exemption amount not to exceed the amount specified by the current property tax roll may be transferred to the spouse's new residence, provided that it is the spouse's primary residence and the spouse does not remarry. However, individuals claiming exemption as a disabled veteran or claiming an exemption under the Disabled Persons' Homestead Exemption cannot claim the aforementioned exemption.

Also, beginning with assessment year 2007, the Returning Veterans' Homestead Exemption ("Returning Veterans' Homestead Exemption") is available for property owned and occupied as the principal residence of a veteran in the assessment year the veteran returns from an armed conflict while on active duty in the United States armed forces. This provision grants a homestead exemption of \$5,000, which is applicable in all counties. In order to apply for this exemption, the individual must pay real estate taxes on the property, own the property or have either a legal or an equitable interest in the property, subject to some limitations. Those individuals eligible for this exemption may claim the exemption in addition to other homestead exemptions, unless otherwise noted.

Cook County Tax Levy

As part of the annual budgetary process of governmental units (the "Units") with power to levy taxes in the County, proceedings are adopted by the designated body for each Unit each year in which it determines to levy real estate taxes. The administration and collection of real estate taxes is statutorily assigned to the County Clerk and the County Treasurer. After the Units file their annual tax levies, the County Clerk computes the annual tax rate for each Unit. The Cook County Clerk uses the prior year's EAV to compute the taxing district's maximum allowable levy. The maximum levy that can be raised for a Unit is the maximum tax rate for that Unit multiplied by the prior year, EAV for all property currently in the district. The prior year's EAV includes the prior year's EAV plus the EAV of any new property, the current year value of any annexed property, and any recovered tax increment value, minus any disconnected property for the current year under the Property Tax Extension Limitation Law ("Limitation Law"). The tax rate for a Unit is computed by dividing the lesser of the maximum allowable levy or the actual levy by the current year's EAV.

Cook County Property Tax Extension Limitation Law

The Limitation Law is applied after the prior year EAV limitation. The Limitation Law limits the annual growth in the amount of property taxes to be extended for certain Illinois non-home rule units, including the Village. The effect of the Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes, unlimited as to rate and amount, cannot be issued by the affected taxing bodies unless they are approved by referendum, are alternate bonds or are for certain refunding purposes.

The use of prior year EAVs to limit the allowable tax levy may reduce tax rates for funds that are at or near their maximum rates in districts with rising EAVs. These reduced rates and all other rates for those funds subject to the Limitation Law are added together, which results in the aggregate preliminary rate. The aggregate preliminary rate is then compared to the limiting rate. If the limiting rate is more than the aggregate preliminary rate, there is no further reduction in rates due to the Limitation Law. If the limiting rate is less than the aggregate preliminary rate, the aggregate preliminary rate is further reduced to the limiting rate. In all cases, taxes are extended using current year EAV under Section 18-140 of the Property Tax Code.

The Village has the authority to levy taxes for many different purposes. See the table entitled “**Representative Tax Rates**” under “**PROPERTY ASSESSMENT AND TAX INFORMATION**” herein. The ceiling at any particular time on the rate at which these taxes may be extended for the Village is either (i) unlimited (as provided by statute), (ii) initially set by statute but permitted to be increased by referendum, (iii) capped by statute, or (iv) limited to the rate approved by referendum. Public Act 94-0976, effective June 30, 2006, provides that the only ceiling on a particular tax rate is the ceiling set by statute above, at which the rate is not permitted to be further increased by referendum or otherwise. Therefore, taxing districts (such as the Village) will have increased flexibility to levy taxes for the purposes for which they most need the money. The total aggregate tax rate for the various purposes subject to the Limitation Law, however, will not be allowed to exceed the Village’s limiting rate computed in accordance with the provisions of the Limitation Law.

In general, the annual growth permitted under the Limitation Law is the lesser of 5% or the percentage increase in the Consumer Price Index during the calendar year preceding the levy year. Taxes can also be increased due to new construction, referendum approval of tax rate increases, mergers and consolidations. Local governments, including the Village, can issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law. See “**DESCRIPTION OF THE CERTIFICATES**” herein.

Extensions

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates of all of the Units having jurisdiction over the particular parcel. The County Clerk extends the tax by entering the tax (determined by multiplying the total tax rate by the EAV of that parcel for the current assessment year) in the books prepared for the County Collector (the “Warrant Books”) along with the tax rates, the Assessed Valuation and the EAV. The Warrant Books are the County Collector’s authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

Collections

Property taxes are collected by the County Collector, who is also the County Treasurer, who remits to each Unit its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. A payment due is deemed to be paid on time if the payment is postmarked on the due date. The first installment is equal to one-half of the prior year's tax bill; beginning in collection year 2010, this estimated amount was raised to 55% of the prior year's tax bill. However, if a Certificate of Error is approved by a court or certified on or before November 30 of the preceding year and before the estimated tax bills are prepared, then the first installment is instead equal to one-half of the corrected prior year's tax bill. The second installment is for the balance of the current year's tax bill, and is based on the then current tax year levy, assessed value and Equalization Factor, and reflects any changes from the prior year in those factors. The following table sets forth the second installment penalty date for the last 10 tax levy years in Cook County; the first installment penalty date has been March 1 for all such years.

<u>TAX LEVY YEAR</u>	<u>SECOND INSTALLMENT PENALTY DATE</u>
2002	October 1, 2003
2003	November 15, 2004
2004	November 2, 2005
2005	September 1, 2006
2006	December 3, 2007
2007	November 3, 2008
2008	December 1, 2009
2009	December 13, 2010
2010	November 1, 2011
2011	August 1, 2012

It is possible that the changes to the assessment appeals process described above will cause delays similar to those experienced in past years in preparation and mailing of the second installment in future years. The County may provide for tax bills to be payable in four installments instead of two. However, the County has not required payment of tax bills in four installments. During the periods of peak collections, tax receipts are forwarded to each Unit on a weekly basis. Upon receipt of taxes from the County Collector, the Village promptly credits the taxes received to the funds for which they were levied.

At the end of each collection year, the County Collector presents the Warrant Books to the Circuit Court and applies for a judgment for all unpaid taxes. The court orders resulting from the application for judgment provides for an Annual Tax Sale (the "Annual Tax Sale") of unpaid taxes shown on that year's Warrant Books. A public sale is held, at which time successful tax buyers pay the unpaid taxes plus penalties. In each such public sale, the collector can use any "automated means." Unpaid taxes accrue penalties at the rate of 1.5% per month from their due date until the date of sale. Taxpayers can redeem their property by paying the amount paid at the sale, plus a maximum of 12% for each six-month period after the sale. If no redemption is made within the applicable redemption period (ranging from six months to two and one-half years depending on the type and occupancy of the property) and the tax buyer files a petition in the Circuit Court, notifying the necessary parties in accordance with the applicable law, the tax buyer receives a deed to the property. In addition, there are miscellaneous statutory provisions for foreclosure of tax liens.

If there is no sale of the tax lien on a parcel of property at the Annual Tax Sale, the taxes are forfeited and the property becomes eligible to be purchased at any time thereafter at an amount equal to all delinquent taxes and interest accrued to the date of purchase. Redemption periods and procedures are the same as applicable to the Annual Tax Sale.

The Scavenger Sale (the “Scavenger Sale”), like the Annual Tax Sale, is a sale of unpaid taxes. The Scavenger Sale is held every two years on all property on which two or more years’ taxes are delinquent. The sale price of the unpaid taxes is the amount bid at such sale, which may be less than the amount of delinquent taxes. Redemption periods vary from six months to two and a half years depending upon the type and occupancy of the property.

Truth in Taxation Law

Legislation known as the Truth in Taxation Law (the “Law”) limits the aggregate amount of certain taxes which can be levied by, and extended for, a taxing district to 105% of the amount of taxes extended in the preceding year unless specified notice, hearing and certification requirements are met by the taxing body. The express purpose of the Law is to require published disclosure of, and hearing upon, an intention to adopt a levy in excess of the specified levels.

FINANCIAL INFORMATION

Financial Reports

The Village's financial statements are audited annually by certified public accountants. The Village's financial statements are completed on a modified accrual basis of accounting consistent with generally accepted accounting principles applicable to governmental entities. See **APPENDIX A** for more detail.

No Consent or Updated Information Requested of the Auditor

The tables and excerpts (collectively, the “Excerpted Financial Information”) contained in this “**FINANCIAL INFORMATION**” section and in **APPENDIX A** are from the audited financial statements of the Village, including the audited financial statements for the fiscal year ended December 31, 2011 (the “2011 Audit”). The 2011 Audit has been prepared by Crowe Horwath LLP, Oak Brook, Illinois, (the “Auditor”) and accepted by the Village. The Village has not requested the Auditor to update information contained in the Excerpted Financial Information; nor has the Village requested that the Auditor consent to the use of the Excerpted Financial Information in this Final Official Statement. Other than as expressly set forth in this Final Official Statement, the financial information contained in the Excerpted Financial Information has not been updated since the date of the 2011 Audit. The inclusion of the Excerpted Financial Information in this Final Official Statement in and of itself is not intended to demonstrate the fiscal condition of the Village since the date of the 2011 Audit. Questions or inquiries relating to financial information of the Village since the date of the 2011 Audit should be directed to the Village.

Summary Financial Information

The following tables are summaries and do not purport to be the complete audits, copies of which are available upon request. See **APPENDIX A** for excerpts of the Village's 2011 fiscal year audit. The Village operated under a balanced budget for its 2012 fiscal year and is operating under a balanced budget for its 2013 fiscal year. To date, all revenues and expenditures are generally within the budget.

In 2010, the Village changed its fiscal year end from April 30 to December 31. Fiscal year 2010 covered a 20 month period from May 1, 2009 through December 31, 2010.

Statement of Net Assets(I) Governmental Activities

	Audited as of April 30		Audited as of December 31	
	2008	2009	2010(2)	2011
ASSETS:				
Cash and Cash Equivalents.....	\$ 2,821,707	\$ 1,564,791	\$ 7,958,099	\$ 29,519,259
Property Tax Receivable.....	7,037,528	7,152,063	5,150,761	5,227,414
Accounts Receivable.....	3,730,120	530,668	458,600	554,597
Other Receivable.....	0	0	46,397	12,228
Notes Receivable.....	0	10,000	0	0
Prepaid Expenses.....	419,492	483,196	1,199,476	995,908
Due from Other Governments.....	20,000	2,714,333	3,354,946	3,975,906
Due from Fiduciary Fund.....	78,577	0	0	0
Internal Balances.....	(2,016,964)	(3,660,403)	(443,727)	(443,727)
Deferred Items.....	334,486	298,855	302,213	855,667
Assets Held for Resale.....	1,100,963	846,715	796,298	608,998
Inventories.....	61,012	33,199	42,625	17,793
Capital Assets Not Being Depreciated.....	9,117,034	9,173,222	11,080,060	18,398,125
Capital Assets Being Depreciated, Net.....	57,909,159	58,065,380	53,533,395	53,929,181
Total Assets.....	<u>\$80,613,114</u>	<u>\$77,212,019</u>	<u>\$83,479,143</u>	<u>\$113,651,349</u>
LIABILITIES AND NET ASSETS:				
Liabilities:				
Accounts Payable.....	\$ 1,702,688	\$ 869,968	\$ 1,802,680	\$ 3,651,985
Payroll Liabilities.....	314,962	346,870	374,742	349,917
Other Liabilities.....	279,272	421,024	371,908	118,644
Due to Other Governments.....	173,299	173,299	173,299	0
Accrued Interest Payable.....	1,880,089	2,097,785	1,378,989	1,647,095
Due to Fiduciary Funds.....	806,816	800,514	0	489,857
Deferred Revenue.....	4,012,950	4,043,710	5,076,548	5,613,167
Long-term Obligations, Due Within One Year:				
Compensated Absences Payable.....	400,343	514,991	408,685	424,764
General Obligation Bonds Payable.....	275,000	385,000	435,000	445,000
Revenue Bonds Payable.....	1,225,000	900,000	900,000	810,000
Special Service Area Bonds Payable.....	75,000	80,000	0	0
Debt Certificates Payable.....	2,150,006	3,275,000	2,290,000	2,435,000
Installment Notes Payable.....	1,025,000	68,092	103,388	108,933
Capital Leases Payable.....	46,022	0	0	0
Notes Payable.....	0	237,710	0	0
Long-term Obligations, Due in More Than One Year:				
Compensated Absences Payable.....	282,749	219,220	303,247	332,814
General Obligation Bonds Payable.....	239,800	130,000	2,332,623	1,961,874
Revenue Bonds Payable.....	22,070,533	21,216,695	10,007,947	34,300,408
Special Service Area Bonds Payable.....	80,000	0	0	0
Debt Certificates Payable.....	21,990,852	18,908,543	15,839,004	13,424,979
Installment Notes Payable.....	0	291,731	305,898	196,952
Notes Payable.....	3,300,000	3,000,000	3,000,000	3,000,000
Net OPEB.....	157,978	460,364	656,621	0
Net Pension Obligation.....	2,702,912	2,303,570	3,506,535	3,771,110
Capital Leases Payable.....	218,151	0	0	0
Total Liabilities.....	<u>\$65,331,444</u>	<u>\$60,521,700</u>	<u>\$49,070,857</u>	<u>\$ 73,739,120</u>
Net Assets:				
Invested in Capital Assets, Net of Related Debt....	\$17,657,270	\$19,512,546	\$30,195,893	\$ 33,751,620
Restricted Net Assets.....	4,083,329	3,715,587	5,439,725	3,645,165
Unrestricted Net Assets.....	(6,458,929)	(6,537,814)	(1,227,332)	2,515,444
Total Net Assets.....	<u>15,281,670</u>	<u>16,690,319</u>	<u>34,408,286</u>	<u>39,912,229</u>
Total Liabilities and Net Assets.....	<u>\$80,613,114</u>	<u>\$77,212,019</u>	<u>\$83,479,143</u>	<u>\$113,651,349</u>

Notes: (1) See Statement of Net Position on following page.
(2) Includes the period May 1, 2009 through December 31, 2010.

Statement of Net Position(1)
Governmental Activities
December 31

	Preliminary 2012(2)
ASSETS:	
Current Assets:	
Cash and Investments	\$ 27,838,516
Receivables - Net	5,976,935
Due from Other Governments	2,861,853
Interfund Balances	(443,727)
Inventory/Prepays	427,152
Total Current Assets	<u>\$ 36,660,729</u>
Noncurrent Assets:	
Capital Assets:	
Nondepreciable Capital Assets	\$ 22,799,681
Depreciable Capital Assets	81,056,128
Accumulated Depreciation	(28,479,212)
Total Capital Assets	<u>\$ 75,376,597</u>
Other Assets:	
Assets Held for Resale	<u>\$ 213,914</u>
Total Noncurrent Assets	<u>\$ 75,590,511</u>
Total Assets	<u>\$112,251,240</u>
DEFERRED OUTFLOWS OF RESOURCES:	
Loss on Refunding	<u>\$ 579,387</u>
Total Assets and Deferred Outflows of Resources ..	<u>\$112,830,627</u>
LIABILITIES:	
Current Liabilities:	
Accounts Payable	\$ 1,865,902
Accrued Payroll	308,181
Accrued Interest Payable	1,708,390
Other Payables	591,570
Current Portion of Long-Term Debt	<u>4,137,314</u>
Total Current Liabilities	<u>\$ 8,611,357</u>
Noncurrent Liabilities:	
Compensated Absences Payable	\$ 564,831
Net Pension Obligation Payable	3,904,814
Net Other Post-Employment Benefit Payable	847,578
Notes Payable	3,000,000
General/Obligation/Alternate Revenue Bonds - Net ...	35,490,535
Debt Certificates - Net	11,142,107
Capital Leases Payable	90,845
Total Noncurrent Liabilities	<u>\$ 55,040,710</u>
Total Liabilities	<u>\$ 63,652,067</u>
DEFERRED INFLOWS OF RESOURCES:	
Property Taxes	<u>\$ 5,283,687</u>
Total Liabilities and Deferred Inflows of Resources	<u>\$ 68,935,754</u>
NET POSITION:	
Net Investment in Capital Assets	\$ 35,130,929
Restricted:	
Insurance	500,193
Streets	2,148,435
Public Safety	65,672
Debt Service	192,904
Unrestricted	<u>5,856,740</u>
Total Net Position	<u>\$ 43,894,873</u>

Notes: (1) Statement of Net Assets changed to Statement of Net
Position effective fiscal year 2012.
(2) Unaudited.

Statement of Activities
Governmental Activities
Statement of Net (Expenses) Revenue and Changes in Net Assets

	Audited as of April 30		Audited as of December 31		Preliminary
	2008	2009	2010(3)	2011	2012(4)
GOVERNMENTAL ACTIVITIES(1):					
General Government.....	\$ (3,639,531)	\$ (6,405,224)	\$ (5,743,604)	\$ (3,127,102)	\$ (3,225,415)
Public Safety.....	(3,410,126)	(3,135,151)	(8,390,869)	(5,225,802)	(4,977,888)
Community Development.....	(1,103,896)	(701,496)	(2,695,208)	(867,576)	(575,355)
Public Works.....	(2,974,373)	(3,752,256)	(4,711,207)	(3,333,285)	(3,506,500)
Culture and Recreation.....	(2,429,458)	(1,640,202)	(512,248)	(422,231)	(866,639)
Interest on Long-Term Debt.....	(1,551,817)	(2,742,206)	(3,614,769)	(3,127,824)	(3,004,588)
Total Governmental Activities.....	<u>\$(15,109,201)</u>	<u>\$(18,376,535)</u>	<u>\$(25,667,905)</u>	<u>\$(16,103,820)</u>	<u>\$(16,156,385)</u>
GENERAL REVENUES:					
Taxes:					
Property Taxes.....	\$ 5,422,926	\$ 6,689,674	\$ 9,424,984	\$ 5,693,411	\$ 6,680,488
Income Taxes.....	2,245,031	1,858,552	2,468,898	1,513,159	1,384,417
Sales Taxes.....	8,196,195	7,192,046	12,041,271	7,820,571	8,520,103
Utility Tax.....	1,814,950	1,699,946	2,443,227	1,568,554	1,493,693
Telecommunications Tax.....	1,560,784	1,510,611	2,271,431	1,399,094	1,393,563
Other Taxes.....	416,221	660,732	1,016,202	592,241	559,233
Investment Earnings.....	360,176	147,976	629,387	83,385	91,431
Other General Revenues.....	207,928	179,417	1,267,326	1,806,422	28,768
Sale of Assets.....	0	0	0	154,907	0
Transfers.....	(9,923,323)	66,923	881,087	976,019	843,000
Total General Revenues and Transfers.....	<u>\$ 10,300,888</u>	<u>\$ 20,005,877</u>	<u>\$ 32,443,813</u>	<u>\$ 21,607,763</u>	<u>\$ 20,994,696</u>
Special Items:					
Reduction of Firefighters' Net Pension Obligation...	\$ 1,204,986	\$ 0	\$ 0	\$ 0	\$ 0
Contribution of Firefighters' Capital Assets.....	0	(467,055)	0	0	0
Special Items.....	0	0	10,942,059	0	0
Change in Net Assets.....	\$ (3,603,327)	\$ 1,162,287	\$ 17,717,967	\$ 5,503,943	\$ 4,838,311
Net Assets, Beginning of Year.....	<u>18,884,997</u>	<u>15,528,032(2)</u>	<u>16,690,319</u>	<u>34,408,286</u>	<u>39,056,562(2)</u>
Net Assets, End of Year.....	<u>\$ 15,281,670</u>	<u>\$ 16,690,319</u>	<u>\$ 34,408,286</u>	<u>\$ 39,912,229</u>	<u>\$ 43,894,873</u>

Notes: (1) Expenses net of program revenues of fees, fines and charges for services, and operating grants and contributions.
(2) Restated.
(3) Includes the period May 1, 2009 through December 31, 2010.
(4) Unaudited.

General Fund Balance Sheet

	Audited as of April 30		Audited as of December 31		Preliminary
	2008	2009	2010(1)	2011	2012(2)
ASSETS:					
Cash and Investments.....	\$ 2,147,046	\$ 578,233	\$ 2,108,763	\$ 7,438,449	\$10,276,156
Receivables:					
Property Taxes.....	3,866,442	4,130,705	4,592,022	4,634,511	4,693,524
Intergovernmental.....	598,490	0	0	0	0
Other.....	1,747,619	0	0	0	2,995
Accounts.....	497,005	506,379	427,740	474,223	502,469
Inventory.....	0	33,199	42,625	17,793	5,626
Prepaid Items.....	175,504	483,196	1,199,476	995,908	371,526
Due from Other Funds.....	230,892	0	0	0	0
Due from Other Governments.....	0	2,012,502	2,474,477	2,333,699	2,130,107
Due from Fiduciary Fund.....	78,577	0	0	0	0
Advances to Other Funds.....	0	4,780,367	4,153,043	2,908,351	2,859,023
Total Assets.....	<u>\$ 9,341,575</u>	<u>\$12,524,581</u>	<u>\$14,998,146</u>	<u>\$18,802,934</u>	<u>\$20,841,426</u>
LIABILITIES:					
Liabilities:					
Accounts Payable.....	\$ 1,048,437	\$ 666,697	\$ 1,091,012	\$ 995,734	\$ 1,213,769
Other Liabilities.....	148,338	279,416	352,026	98,762	1,174,467
Deposits.....	0	0	0	0	0
Accrued Payroll.....	305,434	346,870	374,742	349,917	308,181
Due to Other Funds/Other.....	2,562,277	6,807,597	0	0	0
Due to Fiduciary Fund.....	21,324	800,514	0	489,875	0
Deferred Revenues.....	<u>2,682,166</u>	<u>2,651,588</u>	<u>5,079,461</u>	<u>5,588,344</u>	<u>0</u>
Total Liabilities.....	\$ 6,767,976	\$11,552,682	\$ 6,897,241	\$ 7,522,632	\$ 2,696,417
DEFERRED INFLOWS OF RESOURCES(3):					
Property Taxes.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,687,086
Total Liabilities and Deferred Inflows of Resources.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7,383,503
Fund Balances:					
Fund Balance-Reserved.....	\$ 114,492	\$ 6,126,717	\$ 7,351,126	\$ 0	\$ 0
Fund Balance-Unreserved.....	2,459,107	(5,154,818)	749,779	0	0
Fund Balance - Nonspendable.....	0	0	0	3,922,052	3,236,175
Fund Balance - Restricted.....	0	0	0	2,364,691	2,714,300
Fund Balance - Assigned.....	0	0	0	1,179,280	0
Fund Balance - Unassigned.....	0	0	0	3,814,297	7,507,448
Total Liabilities & Fund Equity...	<u>\$ 9,341,575</u>	<u>\$12,524,581</u>	<u>\$14,998,146</u>	<u>\$18,802,952</u>	
Total Fund Balances(3).....					\$13,457,923
Total Liabilities, Deferred Inflows of Resources and Fund Balances(3).....					<u>\$20,841,426</u>

Notes: (1) Includes the period May 1, 2009 through December 31, 2010.
(2) Unaudited.
(3) Change in report format.

General Fund Revenues and Expenditures

	Fiscal Years Ending April 30		Fiscal Years Ending December 31		Preliminary
	2008	2009	2010(5)	2011	2012(7)
REVENUES:					
Taxes:					
Property.....	\$ 2,718,912	\$ 3,554,057	\$ 0	\$ 0	\$ 0
Utility.....	0	1,699,946	0	0	0
Other.....	8,239,662	6,762,687	0	0	0
Taxes(1)(2).....	0	0	18,823,180	12,431,064	14,343,615
Licenses and Permits.....	1,327,883	1,238,157	1,326,467	513,642	613,266
Intergovernmental.....	2,449,147	2,116,010	4,002,946	2,375,343	747,147
Charges for Services.....	636,875	3,901,447	5,895,625	3,146,344	3,203,185
Fines and Forfeitures.....	480,239	604,266	1,356,623	998,843	789,590
Investment Income.....	212,429	61,338	609,514	29,841	34,947
Miscellaneous.....	100,316	242,619	1,070,717	826,868	21,726
Total Revenues.....	\$ 16,165,463	\$20,180,527	\$33,085,072	\$20,321,945	\$19,753,476
EXPENDITURES:					
General Government.....	\$ 4,495,570	\$ 7,742,379	\$ 7,614,811	\$ 4,294,219	\$ 4,476,338
Public Safety.....	3,851,485(3)	4,160,766	8,468,617	5,506,442	5,703,284
Community Development.....	1,431,654	1,336,467	2,017,052	971,631	1,107,261
Public Works.....	2,050,299	2,296,694	3,498,502	2,461,847	2,416,766
Culture and Recreation.....	2,428,958	4,026,493	5,046,925	2,846,631	2,620,289
Miscellaneous	0	63,746	0	0	0
Debt Service-Principal Retired	0	0	128,943	103,401	70,466
Debt Service-Interest and Charges ..	0	0	30,749	18,896	10,684
Total Expenditures.....	\$ 14,257,966	\$19,626,545	\$26,805,599	\$16,203,067	\$16,405,088
Excess (Deficiency) of Revenues Over (Under) Expenditures Before Other					
Financing Sources (Uses).....	\$ 1,907,497	\$ 553,982	\$ 6,279,473	\$ 4,118,878	\$ 3,348,388
Other Financing Sources (Uses).....	(13,373,616)(4)	(2,155,682)	(4,752,145)	(939,463)	(1,170,785)
Special Items.....	0	0	6,464,832(6)	0	0
Excess (Deficiency) of Revenues & Other Financing Sources Over (Under) Expenditures & Other Uses..	\$ (11,466,119)	\$ (1,601,700)	\$ 7,992,160	\$ 3,179,415	\$ 2,177,603
Fund Balance Beginning of Year.....	14,039,718	2,573,599	108,745	8,100,905	11,280,320
Fund Balance End of Year.....	\$ 2,573,599	\$ 971,899	\$ 8,100,905	\$11,280,320	\$13,457,923

- Notes: (1) Reporting format change.
(2) Includes sales tax and income tax.
(3) Decrease reflects Fire Department becoming a separate taxing entity.
(4) The Village transferred an amount to the Recreation Fund and supporting debt service funds to close the fund and in the future all transactions of the recreation department will be within the General Fund.
(5) Includes the period May 1, 2009 through December 31, 2010.
(6) Part of the \$16,000,000 O'Hare settlement with the City of Chicago.
(7) Unaudited.

General Fund Budget and Interim Financial Information(1)

	Budget Twelve Months Ending 12/31/2012	Budget Twelve Months Ending 12/31/2013
REVENUES:		
Taxes:		
Property	\$ 4,583,300	\$ 4,661,405
Utility	1,620,000	1,635,000
Other	1,736,000	1,845,000
Licenses and Permits	461,500	526,700
Intergovernmental	6,845,600	7,431,500
Fines and Forfeits	798,500	753,500
Charges for Services	2,939,400	3,134,200
Investment Income	50,260	31,000
Interfund Transfers In	843,000	722,900
Interfund Transfers Out	(2,022,280)	(2,486,758)
Miscellaneous	27,600	46,000
Total Revenues	<u>\$17,882,880</u>	<u>\$18,300,447</u>
EXPENDITURES:		
Governance	\$ 350,685	\$ 374,966
Office of the Village Manager	3,692,989	3,631,906
Finance Department	942,860	1,192,967
Police Department	5,998,501	6,200,949
Community and Economic Development	1,111,100	1,101,020
Public Works Department	2,940,545	3,036,050
Recreation and Community Programming	2,846,200	2,762,589
Total Expenditures	<u>\$17,882,880</u>	<u>\$18,300,447</u>

Note: (1) Source: the Village.

EMPLOYER RETIREMENT SYSTEMS

Illinois Municipal Retirement Fund ⁽¹⁾

Plan Description

The employer's defined benefit pension plan for Regular employees provides retirement, and disability benefits, post retirement increases and death benefits to plan members and beneficiaries. The Village's plan is affiliated with the Illinois Municipal Retirement Fund ("IMRF"), an agent multiple-employer plan. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available report that includes financial statements and required supplementary information. That report may be obtained on-line at www.imrf.org.

Funding Policy

As set by statute, the Regular plan members are required to contribute 4.50% of their annual covered salary. The statute requires employers to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The employer contribution rate for calendar year 2011 was 10.56% of annual covered payroll. The Village also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Illinois Municipal Retirement Fund (continued) ⁽¹⁾

Annual Pension Cost

For calendar year 2011, the Village's contributions to the regular plan were \$508,978 less than the annual pension cost of \$617,426.

The required contribution was determined as part of the December 31, 2009, actuarial valuation using the early age normal actuarial cost method. The actuarial assumptions at December 31, 2009, included (a) 7.5% investment rate of return (net of administrative and direct investment expenses), (b) projected salary increases of 4.00% a year, attributable to inflation, (c) additional projected salary increases ranging from 0.4% to 10% per year depending on age and service, attributable to seniority/merit, and (d) post retirement benefit increases of 3% annually. The actuarial value of the Village's Regular plan assets was determined using techniques that spread the effect of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. The Village's Regular plan's unfunded actuarial accrued liability ("UAAL") at December 31, 2009 is being amortized as a level percentage of projected payroll on an open 30 year basis.

Funded Status and Funding Progress

As of December 31, 2011, the most recent actuarial valuation date, the Regular plan was 77.87% funded. The actuarial accrued liability for benefits was \$18,542,610 and the actuarial value of assets was \$14,438,868, resulting in a UAAL of \$4,103,742. The covered payroll (annual payroll of active employees covered by the plan) was \$4,819,872 and the ratio of the UAAL to the covered payroll was 85%.

Below is a schedule of funding progress for the IMRF.

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability – Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a) / c)
12/31/2007	\$13,976,135	\$14,219,394	\$243,259	98.29%	\$4,913,961	4.95%
12/31/2008	12,946,353	15,630,657	2,684,304	82.83%	4,861,157	55.22%
12/31/2009	12,869,611	16,147,042	3,277,431	79.70%	4,800,382	68.27%
12/31/2010	13,656,502	17,284,950	3,628,448	79.01%	4,305,189	84.28%
12/31/2011	14,438,868	18,542,610	4,103,742	77.87%	4,819,872	85.14%

Police Pension Plan ⁽¹⁾

Plan Description

The Police Pension Plan is a single-employer defined benefit pension plan that covers all sworn police personnel of the Village. The Police Pension Plan provides retirement, disability, and death benefits, as well as automatic annual cost of living adjustments, to plan members and their beneficiaries. Plan members are required to contribute 9.91% of their annual covered payroll. The Village is required to contribute at an actuarially determined rate. Although this is a single employer pension plan, the defined benefits and contribution requirements of the plan members and the Village are governed by Illinois Compiled Statutes and may be amended only by the Illinois legislature. The Village accounts for the plan as a pension trust fund. The Police Pension Plan issues separate financial statements and has a December 31 year end. The Police Pension Plan financial statements can be obtained by contacting the Village at 12 South Center Street, Bensenville, Illinois 60106.

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Police Pension Plan (continued) ⁽¹⁾

As of December 31, 2010, the date of the latest actuarial valuation, the Police Pension Plan membership consisted of the following:

Retirees and beneficiaries currently receiving benefits and terminated employees entitled to benefits but not yet receiving them	32
Current Employees:	
Active plan members	<u>32</u>
	<u>64</u>

The following is a summary of the Police Pension Plan as provided for in Illinois Compiled Statutes.

The Police Pension Plan provides retirement benefits as well as death and disability benefits. Participants attaining the age of 50 or more with 20 or more years of creditable service are entitled to receive an annual retirement benefit of one half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The pension shall be increased by 2.5% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least 8 years but less than 20 years of credited service may retire at or after age 60 and receive a reduced retirement benefit. The monthly pension of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and paid upon reaching at least the age 55, by 3% of the original pension and 3% compounded annually thereafter.

Funding Policy

Covered employees are required to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The Village is required to contribute the remaining amounts necessary to finance the plans as actuarially determined by an enrolled actuary. Effective January 1, 2011, the Village has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. For the year ended December 30, 2010, the Village's contribution was 35.41% of covered payroll.

Basis of Accounting

The financial statements of the pension fund are prepared using the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. The Village's contributions are recognized when due and a formal commitment to provide the contributions are made. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

Method Used to Value Investments

Plan investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Investments that do not have any established market are reported at estimated fair values.

Annual Pension Cost

For the fiscal period ending December 31, 2011, the Village's contributions to the Police Pension Plan were \$154,295 less than the annual pension cost of \$943,526.

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Police Pension Plan (continued) ⁽¹⁾

Funded Status and Funding Progress

As of December 31, 2010, the most recent actuarial valuation date, the Police Pension Plan was 54.84% funded. The actuarial accrued liability for benefits was \$22,868,030 and the actuarial value of assets was \$12,539,774, resulting in a UAAL of \$10,328,256. The covered payroll was \$2,444,783 and the ratio of the UAAL to the covered payroll was 422.46%.

Below is a schedule of funding progress for the Police Pension Plan.

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability – Entry Age (b)	Unfunded AAL (UAAL) (b)-(a)	Funded Ratio (a)/(b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a) / c)
4/30/2005	N/A	N/A	N/A	N/A	N/A	N/A
4/30/2006	\$12,619,030	\$17,538,690	\$4,919,660	71.95%	\$2,091,172	235.26%
4/30/2007	N/A	N/A	N/A	N/A	N/A	N/A
4/30/2008	13,065,169	20,643,852	7,578,683	63.29%	2,166,492	349.81%
4/30/2009	10,448,151	20,887,297	10,439,146	50.02%	2,352,581	443.73%
4/30/2010	11,550,751	21,604,610	10,053,859	53.46%	2,406,640	417.76%
12/31/2010*	12,539,774	22,868,030	10,328,256	54.84%	2,444,783	422.46%

*Fiscal year end was changed from April 30 to December 31 in 2010.

Net Pension Obligation ⁽¹⁾

The following is the net pension obligation for IMRF and the Police Pension Plan:

Net Pension Obligation:	IMRF	Police Pension Plan
Annual required contribution	\$617,426	\$ 879,721
Interest on net pension obligation	6,426	171,043
Adjustment to annual required contribution	(4,594)	(107,238)
Annual pension cost	619,258	943,526
Contributions made	508,978	789,231
Change in net pension obligation	110,280	154,295
Net pension obligation, beginning of period	85,675	3,420,860
Net pension obligation, end of period	\$195,955	\$3,575,155

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

Net Pension Obligation (continued) ⁽¹⁾

The Village annual required contribution for the current period and related information for each plan is as follows:

	IMRF	Police Pension Plan
	December 31, 2011	December 31, 2010
Actuarial valuation date		
Contribution rates		
Employer	10.56%	35.41%
Employee	4.50%	9.91%
Annual pension cost	\$619,258	\$943,526
Contributions made	\$508,978	\$789,231
Actuarial cost method	Entry age normal	Entry age normal
Asset valuation method	5-Year smoothed market	Market
Amortization method	Level percentage of payroll	Level percentage of payroll
Amortization period	30 Years, open	29 Years, closed
Actuarial assumptions		
Investment rate of return	7.50%	7.50%
Projected salary increases	0.4% to 10.0%	5.00%
Inflation rate included	4.00%	3.00%
Cost-of-living adjustments	3.00%	3.00%

Trend Information ⁽¹⁾

Trend information gives an indication of the progress made in accumulating sufficient assets to pay benefits when due.

	Fiscal Year Ending	IMRF	Police Pension Plan
Annual pension cost (APC)	Dec. 31, 2011	\$619,258	\$ 943,526
	Dec. 31, 2010	498,983	1,581,173
	Dec. 31, 2009	419,073	739,672
Contributions made	Dec. 31, 2011	\$508,978	\$ 789,231
	Dec. 31, 2010	413,308	1,086,741
	Dec. 31, 2009	419,073	116,814
Percentage of APC contributed	Dec. 31, 2011	82.2%	83.6%
	Dec. 31, 2010	82.8%	68.7%
	Dec. 31, 2009	100.00%	15.8%
Net pension obligation	Dec. 31, 2011	\$195,955	\$3,575,155
	Dec. 31, 2010	85,675	3,420,860
	Dec. 31, 2009	-	2,926,428

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

OTHER POST-EMPLOYMENT BENEFITS

Plan Description ⁽¹⁾

The Village provides the continuation of health care benefits and life insurance to Police and Municipal employees who retire from the Village in accordance with Illinois Compiled Statutes. Employees who terminate after reaching retirement eligibility in the plan are eligible to elect to continue their health care coverage by paying the monthly premium rate. Retirement eligibility for Police employees is age 50 and 20 years of service, and for Municipal employees is age 55 and 25 years of service; or age 60 and 8 years of service; or combined age and service of 85. Because the actuarial cost of health benefits exceeds the average amount paid by retirees, the additional cost is paid by the Village and is the basis for the other post employment benefits (“OPEB”) obligation accounted for under GASB Statement 45. The Village Board of Trustees has the authority of establishing and amending benefits offered by this plan. The OPEB plan is a single-employer plan. There is no separate, audited GAAP-basis postemployment benefit plan report available.

Funding Policy ⁽¹⁾

Funding is provided by the Village on a pay-as-you-go basis. Retirees and their dependants may continue coverage under the Village’s group health program by contributing a monthly premium. They may participate in any of the plans available to active employees. For Municipal employees, retirees prior to age 65 contribute the blended average employee group cost. After age 65, retirees pay the full Medicare eligible cost of coverage. The Village pays the difference between the actuarial cost of the health coverage for retirees and the blended average employee group cost. For Police employees, the Village pays the difference between the actuarial cost of the health coverage for retirees and the blended average employee group cost.

Annual OPEB Cost and Net OPEB Obligation ⁽¹⁾

The Village’s annual other post employee benefit cost is calculated based on the annual required contribution (“ARC”). The ARC represents the normal cost each year and an amount to amortize the unfunded actuarial liability over thirty years. The following table shows the components of the Village’s annual OPEB costs, the amount actually contributed to the plan, and changes in the Village’s net OPEB obligation for the period ending December 31, 2011.

Annual required contribution	\$238,684
Interest on net OPEB obligation	23,018
Adjustment to the ARC	<u>(28,521)</u>
Annual OPEB Cost	233,181
Contributions made	<u>(36,924)</u>
Increase in the net OPEB obligation	196,257
Net OPEB obligation beginning of period	<u>460,364</u>
Net OPEB obligation end of period	\$656,621

(1) Source: The Village’s Audited Financial Statements for the fiscal year ended December 31, 2011.

Funded Status and Funding Progress ⁽¹⁾

As of December 31, 2011, the OPEB Plan was unfunded. The actuarial accrued liability for benefits was \$2,022,991 and the actuarial value of assets was \$0, resulting in a UAAL of \$2,022,991. The covered payroll was \$6,424,058 and the ratio of the UAAL to the covered payroll was 31.49%.

Below is a schedule of funding progress for the OPEB Plan.

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability – Entry Age (b)	Unfunded AAL (UAAL) (b)-(a)	Funded Ratio (a)/(b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b) (a) / (c))
4/30/2009	\$-	\$1,441,086	\$1,441,086	0.00%	\$6,206,819	23.22%
4/30/2010	-	1,583,408	1,583,408	0.00%	6,419,918	24.66%
12/31/2010*	-	1,799,457	1,799,457	0.00%	6,206,819	28.99%
12/31/2011	-	2,022,991	2,022,991	0.00%	6,424,058	31.49%

*Fiscal year end was changed from April 30 to December 31 in 2010.

The Village's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for calendar year 2011 and the preceding fiscal periods were as follows:

Period Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
December 31, 2011	\$233,181	15.8%	\$656,621
December 31, 2010	378,600	20.1%	460,364
April 30, 2009	204,590	22.8%	157,978

Note: April 30, 2009 was the first period GASB Statement 45 was applicable for the Village.

Actuarial Assumptions ⁽¹⁾

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan understood by the employer and plan members) and include the benefits provided at the time each valuation and the historical pattern of sharing of benefit costs between the employer and plan members. In the December 31, 2011 actuarial valuation, the entry age normal cost method was used. The actuarial assumptions included an annual healthcare cost trend rate of 9% initially, reduced to an ultimate rate of 5% after five years. Rates include a 3.5% general inflation assumption. The UAAL is being amortized as a level dollar amount over an open amortization period of 30 years.

(1) Source: The Village's Audited Financial Statements for the fiscal year ended December 31, 2011.

REGISTRATION, TRANSFER AND EXCHANGE

See also **APPENDIX B** for information on registration, transfer and exchange of book-entry certificates. The Certificates will be initially issued as book-entry certificates.

The Village shall cause books (the "Certificate Register") for the registration and for the transfer of the Certificates to be kept at the principal office maintained for the purpose by the Certificate Registrar in Chicago, Illinois. The Village will authorize to be prepared, and the Certificate Registrar shall keep custody of, multiple certificate blanks executed by the Village for use in the transfer and exchange of Certificates.

Any Certificate 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 Certificate Ordinance. Upon surrender for transfer or exchange of any Certificate at the principal office maintained for the purpose by the Certificate Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Certificate Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Village shall execute and the Certificate 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 Certificate or Certificates of the same maturity and interest rate of authorized denominations, for a like aggregate principal amount.

The execution by the Village of any fully registered Certificate shall constitute full and due authorization of such Certificate, and the Certificate Registrar shall thereby be authorized to authenticate, date and deliver such Certificate, provided, however, the principal amount of outstanding Certificates of each maturity authenticated by the Certificate Registrar shall not exceed the authorized principal amount of Certificates for such maturity less Certificates previously paid.

The Certificate Registrar shall not be required to transfer or exchange any Certificate following the close of business on the fifteenth day of the month next preceding any interest payment date on such Certificate (known as the record date).

The person in whose name any Certificate 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 Certificates 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 Certificate to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Certificates, but the Village or the Certificate 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 Certificates.

TAX TREATMENT

Interest on the Certificates is includable in gross income for federal income tax purposes. Ownership of the Certificates may result in other federal income tax consequences to certain taxpayers. Certificateholders should consult their tax advisors with respect to the inclusion of interest on the Certificates in gross income for federal income tax purposes and any collateral tax consequences.

Interest on the Certificates is not exempt from present State of Illinois income taxes. Ownership of the Certificates may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Certificates. Prospective purchasers of the Certificates should consult their tax advisors regarding the applicability of any such state and local taxes.

CONTINUING DISCLOSURE

The Village will enter into a Continuing Disclosure Undertaking (the “Undertaking”) for the benefit of the beneficial owners of the Certificates to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the “MSRB”) pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the “Rule”) adopted by the Securities and Exchange Commission (the “Commission”) under the Securities Exchange Act of 1934. No person, other than the Village, has undertaken, or is otherwise expected, to provide continuing disclosure with respect to the Certificates. The information to be provided on an annual basis, the events which will be noticed on an occurrence basis and a summary of other terms of the Undertaking, including termination, amendment and remedies, are set forth below under **“THE UNDERTAKING.”**

The Village has represented that it has not failed to comply in all material respects with each and every undertaking previously entered into by it pursuant to the Rule. A failure by the Village to comply with the Undertaking will not constitute a default under the ordinance and beneficial owners of the Certificates are limited to the remedies described in the Undertaking. See **“THE UNDERTAKING - Consequences of Failure of the Village to Provide Information.”** The Village must report any failure to comply with the Undertaking in accordance with the Rule. Any broker, dealer or municipal securities dealer must consider such report before recommending the purchase or sale of the Certificates in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Certificates and their market price.

Bond Counsel expresses no opinion as to whether the Undertaking complies with the requirements of Section (b)(5) of the Rule.

THE UNDERTAKING

The following is a brief summary of certain provisions of the Undertaking of the Village and does not purport to be complete. The statements made under this caption are subject to the detailed provisions of the Undertaking, a copy of which is available upon request from the Village.

Annual Financial Information Disclosure

The Village covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (as described below) to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information within 210 days after the last day of the Village’s fiscal year (currently December 31). If Audited Financial Statements are not available when the Annual Financial Information is filed, the Village will file unaudited financial statements. The Village will submit Audited Financial Statements to the MSRB’s Electronic Municipal Market Access (“EMMA”) system within 30 days after availability to the Village. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

“Annual Financial Information” means:

1. The table under the heading of “**Retailers’ Occupation, Service Occupation and Use Tax**” within this Official Statement;
2. All of the tables under the heading “**PROPERTY ASSESSMENT AND TAX INFORMATION**” within this Official Statement;
3. All of the tables under the heading “**DEBT INFORMATION**” within this Official Statement; and
4. All of the tables under the heading “**FINANCIAL INFORMATION**” within this Official Statement.

“Audited Financial Statements” means financial statements of the Village as audited annually by independent certified public accountants. Audited Financial Statements are expected to continue to be prepared according to Generally Accepted Accounting Principles as applicable to governmental units (i.e., as subject to the pronouncements of the Governmental Accounting Standards Board and subject to any express requirements of State law).

Reportable Events Disclosure

The Village covenants that it will disseminate in a timely manner (not in excess of ten business days after the occurrence of the Reportable Event) Reportable Events Disclosure to the MSRB in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. The “Events” are:

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. Modifications to the rights of security holders, if material
8. Certificate calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Village*
13. The consummation of a merger, consolidation, or acquisition involving the Village or the sale of all or substantially all of the assets of the Village, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

**This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Village in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Village, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Village.*

Consequences of Failure of the Village to Provide Information

The Village shall give notice in a timely manner to the MSRB of any failure to provide disclosure of Annual Financial Information and Audited Financial Statements when the same are due under the Undertaking.

In the event of a failure of the Village to comply with any provision of the Undertaking, the beneficial owner of any Certificate may seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Undertaking. A default under the Undertaking shall not be deemed a default under the Certificate Ordinance, and the sole remedy under the Undertaking in the event of any failure of the Village to comply with the Undertaking shall be an action to compel performance.

Amendment; Waiver

Notwithstanding any other provision of the Undertaking, the Village by resolution or ordinance authorizing such amendment or waiver, may amend the Undertaking, and any provision of the Undertaking may be waived, if:

- (a) (i) The amendment or the waiver is made in connection with a change in circumstances that arises from a change in legal requirements, including, without limitation, pursuant to a “no-action” letter issued by the Commission, a change in law, or a change in the identity, nature, or status of the Village, or type of business conducted; or
- (ii) The Undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Certificates, as determined by parties unaffiliated with the Village (such as Bond Counsel).

In the event that the Commission or the MSRB or other regulatory authority approves or requires Annual Financial Information or notices of a Reportable Event to be filed with a central post office, governmental agency or similar entity other than the MSRB or in lieu of the MSRB, the Village shall, if required, make such dissemination to such central post office, governmental agency or similar entity without the necessity of amending the Undertaking.

Termination of Undertaking

The Undertaking shall be terminated if the Village shall no longer have any legal liability for any obligation on or relating to repayment of the Certificates under the Certificate Ordinance. The Village shall give notice to the MSRB in a timely manner if this paragraph is applicable.

Additional Information

Nothing in the Undertaking shall be deemed to prevent the Village from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Financial Information or Audited Financial Statements or notice of occurrence of a Reportable Event, in addition to that which is required by the Undertaking. If the Village chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by the Undertaking, the Village shall have no obligation under the Undertaking to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

Dissemination of Information; Dissemination Agent

When filings are required to be made with the MSRB in accordance with the Undertaking, such filings are required to be made through its EMMA system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

The Village may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Certificates, or in any way contesting or affecting the validity of the Certificates or any proceedings of the Village taken with respect to the issuance or sale thereof.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Certificates are subject to the approving legal opinion of Chapman and Cutler LLP, Chicago, Illinois, as Bond Counsel (the “Bond Counsel”), who has been retained by, and acts as, Bond Counsel to the Village. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Certificates and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the Village, reviewed only those portions of this Official Statement involving the description of the Certificates, the security for the Certificates (excluding forecasts, projections, estimates or any other financial or economic information in connection therewith) and, the description of the federal treatment of interest on the Certificates. This review was undertaken solely at the request and for the benefit of the Village and did not include any obligation to establish or confirm factual matters set forth herein.

OFFICIAL STATEMENT AUTHORIZATION

This Official Statement has been authorized for distribution to prospective purchasers of the Certificates. All statements, information, and statistics herein are believed to be correct but are not guaranteed by the consultants or by the Village, and all expressions of opinion, whether or not so stated, are intended only as such.

INVESTMENT RATING

The Village has supplied certain information and material concerning the Certificates and the Village to the rating service shown on the cover page, including certain information and materials which may not have been included in this Official Statement, as part of its application for an investment rating on the Certificates. A rating reflects only the views of the rating agency assigning such rating and an explanation of the significance of such rating may be obtained from such rating agency. Generally, such rating service bases its rating on such information and material, and also on such investigations, studies and assumptions that it may undertake independently. There is no assurance that such rating will continue for any given period of time or that it may not be lowered or withdrawn entirely by such rating service if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of such rating may have an adverse effect on the secondary market price of the Certificates. An explanation of the significance of the investment rating may be obtained from the rating agency: Standard & Poor's Corporation, 55 Water Street, New York, New York 10041, telephone 212-438-2000. The Village will provide appropriate periodic credit information to the rating service to maintain a rating on the Certificates.

DEFEASANCE

The Certificates are subject to legal defeasance by the irrevocable deposit of full faith and credit obligations of the United States of America, obligations the timely payment of which are guaranteed by the United States Treasury, or certificates of participation in a trust comprised solely of full faith and credit obligations of the United States of America (collectively, the "Government Obligations") with a bank or trust company acting as escrow agent. Any such deposit must be of sufficient amount that the receipts from the Government Obligations plus any cash on deposit will be sufficient to pay debt service on the Certificates when due or as called for redemption.

UNDERWRITING

PNC Capital Markets LLC, Chicago, Illinois (the "Underwriter") has agreed to purchase all but not less than all of the Certificates at a price of \$ _____. It is anticipated that delivery of the Certificates will occur on the date shown on the cover page hereof. The Certificates may be offered and sold to certain dealers (including the Underwriter or other dealers depositing Certificates into investment trusts) at prices or yields other than such public offering prices or yields shown on the cover page of this Official Statement, and such public offering prices or yields may be changed, from time to time, by the Underwriters.

FINANCIAL ADVISOR

The Village has engaged Speer Financial, Inc. as financial advisor (the "Financial Advisor") in connection with the issuance and sale of the Certificates. The Financial Advisor is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Financial Advisor will not participate in the underwriting of the Certificates. The financial information included in the Official Statement has been compiled by the Financial Advisor. Such information does not purport to be a review, audit or certified forecast of future events and may not conform with accounting principles applicable to compilations of financial information. The Financial Advisor is not a firm of certified public accountants and does not serve in that capacity or provide accounting services in connection with the Certificates. The Financial Advisor is not obligated to undertake any independent verification of or to assume any responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement, nor is the Financial Advisor obligated by the Village's continuing disclosure undertaking.

CERTIFICATION

We have examined this Official Statement dated June ____, 2013, for the \$4,805,000* Taxable General Obligation Refunding Debt Certificates, Series 2013D, believe it to be true and correct and will provide to the purchaser of the Certificates at the time of delivery a certificate confirming to the purchaser that to the best of our knowledge and belief information in the Official Statement was at the time of acceptance of the bid for the Certificates and, including any addenda thereto, was at the time of delivery of the Certificates true and correct in all material respects and does not include any untrue statement of a material fact, nor does it omit the statement of any material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

/s/ **MICHAEL CASSADY**
Village Manager
VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

/s/ **FRANK SOTO**
Village President
VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

**Subject to change.*

APPENDIX A

VILLAGE OF BENSENVILLE
DuPage and Cook Counties, Illinois

EXCERPTS OF FISCAL YEAR 2011 AUDITED FINANCIAL STATEMENTS

APPENDIX B

DESCRIBING BOOK-ENTRY-ONLY ISSUANCE

1. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Certificates (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Village as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Village or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Village, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Village or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to any Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to any Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to any Tender/Remarketing Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Village or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The Village may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Village believes to be reliable, but the Village takes no responsibility for the accuracy thereof.

APPENDIX C

DRAFT LEGAL OPINION

TYPE:
Ordinance

SUBMITTED BY:
Village Manager

DEPARTMENT:
Village Manager's Office

DATE:
June 25, 2013

DESCRIPTION:

Ordinance Approving the Execution of the Redevelopment Agreement between the Village, Thorntons Inc., and Magna Group, LLC, for the Redevelopment of Property located at 601 N. Route 83, and Certain Incentives, Including Sharing of Retailers' Tax Revenues.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☐	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☒	<i>Major Business/Corporate Center</i>
☐	<i>Safe and Beautiful Village</i>	☒	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:
CEDC - APPROVED (vote 6-0)

DATE:
June 18, 2013

BACKGROUND:

At the October 9, 2012 meeting, the Village Board passed Ordinance 53-2012, approving a Conditional Use Permit for Thorntons, Inc. allowing the development of a gasoline and diesel fuel service station, convenience store and restaurant at 601 N. Route 83. At the time of zoning approval, the petitioner requested that an Economic Incentive Agreement be considered up completion of final engineering plans and cost estimates.

KEY ISSUES:

The foundation of Thorntons' economic incentive request is the above market asking price of the underlying property owner. A 2011 appraisal obtained by the Village (attached) values the subject property at \$1,550,000. Since the property is owned by a religious institution it is exempt from property taxes, and the property owner has signaled they will wait for their asking price. After years of prospective developers attempting to pay market rate for the property, the contract purchaser, Magna Group (Gullo), was finally successful in negotiating a sale price of \$3,300,000, contingent on approval of economic incentives from the Village. Without incentives, Magna Group (Gullo) and Thorntons cannot afford to develop the property when paying a premium of \$1,750,000 above appraised value. In addition to the overpayment for land, Thorntons also has a number of on-site and off-site development costs such as improving the intersection of Foster and Rt. 83, signalization improvements and underground stormwater detention. Based on the underdevelopment of the current land use in TIF 12 and the considerable annual sales tax generation of \$843,960 projected by the proposed development, staff began negotiating with Thorntons on an economic incentive two years ago. At this time we have agreed on the following incentive package (the Redevelopment Agreement is still under negotiation and will be forwarded to the Board once available):

- \$1,550,000 total economic incentive, the equivalent of the market price of the land;
 - \$775,000 is paid to Thorntons up front using TIF funds upon facility opening;
 - Once opened, the first \$200,000 in sales tax generated goes to the Village;
 - The second \$200,000 in sales tax generated then goes to Thorntons;
 - Thereafter sales tax generated is split 50/50 until the remaining \$575,000 is received by Thorntons;
 - As an added motivation to speed up the final payments, during this period any quarter where Thorntons' sales tax exceeds their projection, the overage would also go to Thorntons.

The land transaction will be recorded at \$1,550,000.

ALTERNATIVES:

1. Motion to Approve an Ordinance authoring a Redevelopment Agreement
2. Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Redevelopment Agreement. At their June 18, 2013 meeting, the CEDC Committee voted unanimously (6-0) to approve the Redevelopment Agreement with Thorntons subject to negotiation. Staff and the Village Attorney continue to negotiate the Redevelopment Agreement and will forward the final version to the Board once available.

BUDGET IMPACT:

Projection of \$1,100,000 in total TIF property tax revenue (net-present value) and \$843,960 in annual sales tax. Based on projections, the Village should see a return on its investment within 2-3 years. To approve this economic assistance, a Redevelopment Agreement is required.

ACTION REQUIRED:

Motion to approve an Ordinance authoring a Redevelopment Agreement.

ATTACHMENTS:

Name:

☐ [Thorntons Redevelopment Agreement.doc](#)

Description:

Ordinance - Redevelopment Agreement.

ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE EXECUTION OF THE
REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE, THORNTONS
INC. AND MAGNA GROUP, LLC, FOR THE REDEVELOPMENT OF
PROPERTY AND CERTAIN INCENTIVES, INCLUDING SHARING OF
RETAILERS' TAX REVENUES**

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

WHEREAS, the Illinois Municipal Code, Sections 5/8-11-20, 8-11-21 and 11-74.4.1, *et seq.*, authorizes Illinois municipalities to enter into economic incentive agreements for the development or redevelopment of land within their corporate limits and to share or rebate portions of the retailers' occupation tax received by the municipality attributable to the development or redevelopment of the property; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, to foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise take action in the best interests of the Village; and

WHEREAS, the Village has previously determined that certain property commonly known as 601 N. IL Route 83, Bensenville, Illinois 60106 (the "Property") located in the Tax Increment Financing District No. 12 within the Village suffers from the following factors: age, obsolescence, depreciation of physical maintenance, deterioration, inadequate utilities, excessive vacancies, deleterious land use or layout, excessive land coverage and lack of community planning; and

WHEREAS, currently, the Property is in tax exempt status and generates no real estate tax revenue for to the Village; and

WHEREAS, the Property is located at a signalized intersection along the busiest thoroughfare in the Village which is also one of the highest volume vehicular road systems in the Chicago land region and is located in an area that is considered an important corridor due to the high volume of traffic, both industrial and otherwise; and

WHEREAS, Magna Group, LLC ("Owner") has contracted to purchase the Property and Thorntons Inc. ("Developer") has entered into a lease on the Property and intends to develop the Property for a fuel center and convenience store which will result in bringing the Property into productive sales and real estate tax generating use; and

WHEREAS, the Village finds that Developer and its principals are uniquely skilled in land development and redevelopment and are able to provide to the Village skill, knowledge and expertise as well as input from other experts and consultants in redevelopment projects; and

WHEREAS, the Village finds that Developer cannot successfully and economically develop the Property in a manner satisfactory to the Village but for certain tax increment financing incentives to be provided by the Village in accordance with law which the Village is willing to provide under the terms and conditions contained in the attached Redevelopment Agreement; and

WHEREAS, after due consideration and investigation of the Developer's project proposal, the President and the Village Board of Trustees find that it is in the best interests of the citizens of the Village to finance land acquisition costs of the Property (as defined in the attached Redevelopment Agreement) through Incremental Property Taxes (as defined in the attached Redevelopment Agreement) and to share the retailers' occupation tax from the redevelopment of the Property because the Developer's project will:

1. Create job opportunities within the Village; and
2. Further the development of adjacent areas; and
3. Strengthen the commercial sector of the Village; and
4. Enhance the Village's tax base.

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

SECTION TWO: That the upon the findings set forth in the foregoing recitals, the President and the Village Board of Trustees hereby determine that the entry by the Village into the Redevelopment Agreement, attached hereto as Exhibit 1, is appropriate and in the best interests of the residents of the Village.

SECTION THREE: That the Village President is hereby authorized to execute the Redevelopment Agreement on behalf of the Village, and the Village Clerk is authorized to attest thereto.

SECTION FOUR: That the Village President, the Village Manager, the Village Attorney, and such other Village officers and staff are further authorized to

execute all documents and perform all other acts necessary to carry out the Redevelopment Agreement.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of June 2013.

APPROVED:

Frank Soto, Village President

ATTEST:

Susan Janowiak, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

f:\pkb\bensenville\ordinances\thorntons redevelopment agreement.doc

TYPE:Ordinance**SUBMITTED BY:**Dan Di Santo**DEPARTMENT:**Village Manager's Office**DATE:**June 25, 2013**DESCRIPTION:**Ordinance Amending Title 3, Chapter 3, and Title 4, Chapter 3, or teh Bensenville Village Code to Provide for Video Gaming.**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:**

Public Safety - APPROVED (6-0)

DATE:

June 11, 2013

BACKGROUND:

The State passed The Video Gaming Act as Public Act 96-34, which became effective on July 13, 2009 as a means of funding the State Capital Bill. On September 11, 2012, the Village of Bensenville exercised its right in The Video Gaming Act and passed Ordinance 45-2012 amending Section 4-3-23 of the Bensenville Village Code to prohibit Video Gaming within the Village. Earlier this year the Village Board considered placing an advisory referendum on the April 9, 2013 ballot asking residents whether they support or oppose Video Gaming in Bensenville. However, at the January 22, 2013 Village Board meeting, consideration of the Video Gaming Referendum was tabled.

KEY ISSUES:

At the May 21, 2013 Public Safety Committee meeting, Trustee Wesseler asked that consideration of Video Gaming be placed on the next Public Safety Committee agenda for consideration.

Attached is a map showing nearby municipalities that allow or prohibit Video Gaming. Since last considered, the only amendment to the map is that Stone Park now allows Video Gaming. The following is a summary of provisions included in The Video Gaming Act:

Gaming machines are allowed in any bar, restaurant, fraternal organization or veteran's organization possessing a valid liquor license to serve alcohol for consumption on the premises;

Authorized establishments cannot be located within 100 feet of a school or place of worship;

No more than five Video Gaming machines are allowed per authorized establishment;

Video gaming terminals must be located in an area restricted to persons over 21 years of age and in the view of an employee;

Video gaming is only permitted during the hours when alcohol can be consumed; and

The Illinois Gaming Board regulates and enforces Video Gaming.

Additional information on Video Gaming's impact on Bensenville, including a listing of the 13 businesses that would be eligible to participate, is attached.

A recent survey of municipalities that allow Video Gaming determined there is no significant public safety concern to date.

ALTERNATIVES:

- Discretion of the Board

RECOMMENDATION:

Pass the Ordinance allowing Video Gaming in Bensenville.

BUDGET IMPACT:

Municipalities receive a 5% tax on gaming revenues within their corporate limits. In addition, the Ordinance imposes a \$25 fee on Video Gaming terminals. Some projections show that an establishment can earn up to \$30,000/year per machine for a total of \$150,000 in revenue per year. Revenues for the Village under that scenario could be approximately \$2,000/year per machine, or about \$10,000/year per establishment with the maximum of 5 machines. If the Village allowed Video Gaming, we estimate income to the Village could be approximately \$75,000 per year.

ACTION REQUIRED:

Pass the Ordinance.

ATTACHMENTS:

Name:

Description:

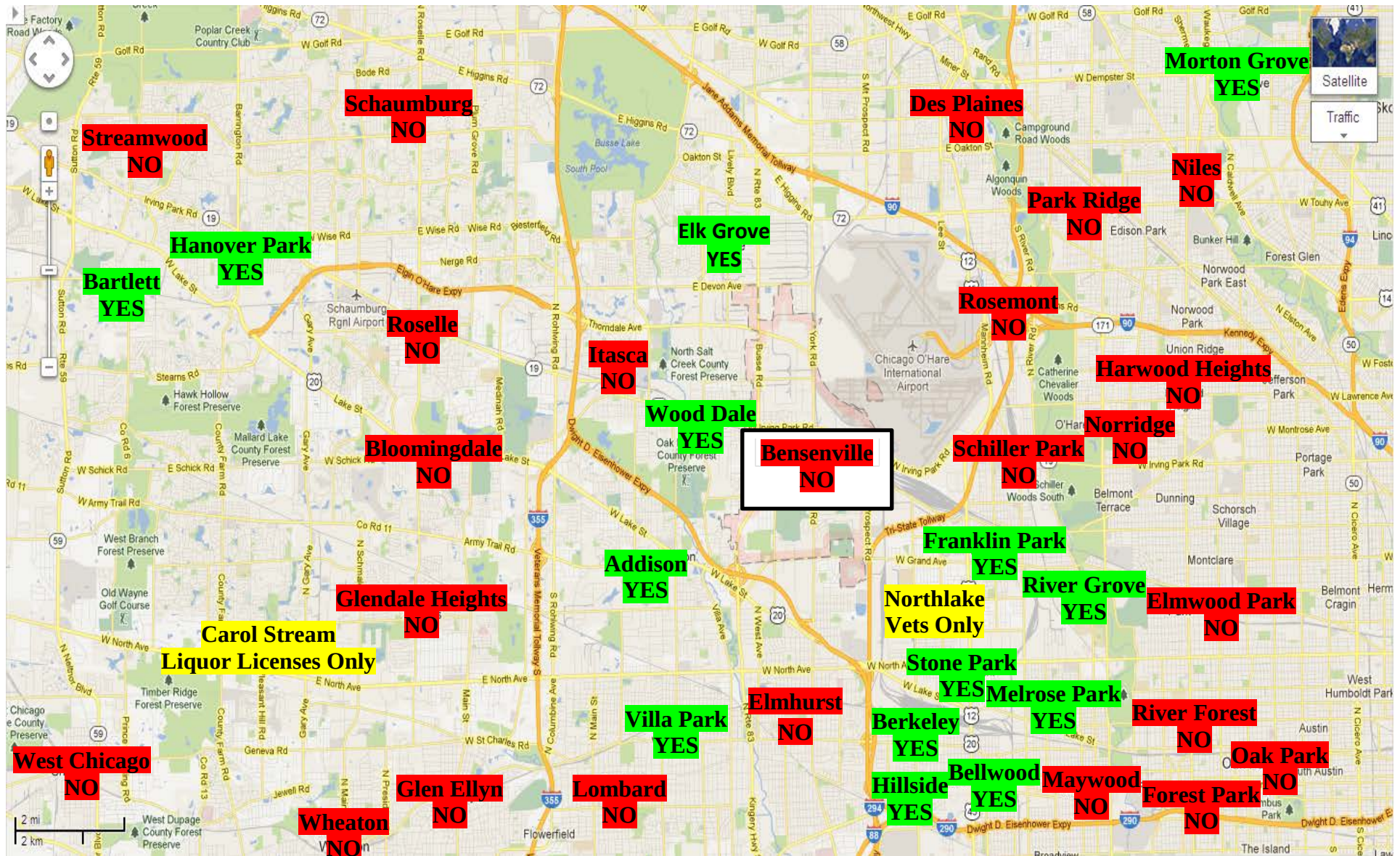
☐ [02_VideoGamingMap.pdf](#)

Map

☐ [VideoGaming_RuleRegs_ORD.docx](#)

Ordinance

Video Gaming in Surrounding Municipalities



ORDINANCE NO. O-13-__

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 3, AND TITLE 4, CHAPTER 3, OF
THE *BENSENVILLE VILLAGE CODE* TO PROVIDE FOR VIDEO GAMING**

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

WHEREAS, the Video Gaming Act, 230 ILCS 40/1, *et seq.*, became law on July 13, 2009, and allows certain enumerated licensed retail establishments to conduct video gambling within a municipality, unless prohibited by municipal ordinance; and

WHEREAS, the Village has currently in effect an ordinance at Section 4-3-23 of the *Bensenville Village Code*, adopted pursuant to Section 27 of the Video Gaming Act, 230 ILCS 40/27, which prohibits video gaming of all kinds within the corporate limits of the Village; and

WHEREAS, the President and Board of Trustees of the Village believe that the Village’s continued prohibition of video gaming will adversely affect Village businesses eligible for video gaming under the Video Gaming Act because their patrons will be drawn to similar businesses in adjacent municipalities that allow video gaming; and

WHEREAS, the Illinois Gaming Board has drafted comprehensive rules governing video gaming, set forth at 11 Ill. Admn. Code 1800 and 35 Ill Reg. 13021, to protect against any corruption, illegal activities, and undesired social implications of video gaming; and

WHEREAS, further, “licensed establishments,” “licensed fraternal organization,” and “licensed veterans organizations” as defined in Section 5 of the Video Gaming Act, 230 ILCS 40/5, are the only kinds of businesses and organizations presently within the Village eligible for placement of video gaming terminals on their premises and are also holders of Village liquor licenses whom the Village is authorized and empowered to regulate under the Illinois Municipal Code and the Liquor Control Act of 1934, 235 ILCS 5/1-1-1, *et seq.*, and which the Village does regulate under ordinances adopted pursuant thereto; and

WHEREAS, accordingly, the President and Board of Trustees of the Village find that they may supplement the protection that the Illinois Gaming Board rules afford the residents of the Village by incorporating certain of them, appropriate to the conduct of video gaming in the Village, into its regulations governing the licensing of liquor sales and consumption enacted pursuant to Illinois Municipal Code and the Liquor Control Act of 1934; and

WHEREAS, the President and Board of Trustees of the Village have therefore determined that video gaming, as allowed under Video Gaming Act, with the appropriate regulation as afore-mentioned, should be permitted within the Village’s corporate limits; and

WHEREAS, the President and Board of Trustees of the Village have further determined that the rules and regulations set out herein are necessary and appropriate for the proper conduct

of video gaming within the Village, and that accordingly, it is reasonable and necessary to amend the Title 3, Chapter 3, and Title 4, Chapter 3, of the *Bensenville Village Code* to provide for them as set out below,

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

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

SECTION TWO: Title 4, Chapter 3, Section 4-3-23. G. of the *Bensenville Village Code* be restated and amended to read in its entirety:

Video Gaming: Video gaming of all kinds is prohibited within the corporate limits of the village, except as is conducted in accordance with the Video Gaming Act, 230 Illinois Compiled Statutes 40/1, *et seq.*, and Title 4, Chapter 3, Section 4-3-38, of this Code.

SECTION THREE: That Title 4, Chapter 3, of the *Bensenville Village Code* be amended by adding Section 4-3-38 as set forth below

Sec. 4-3-38. Video Gaming Ordinance; Prohibition Against other Gaming, Gambling and Gambling Devices.

A. Video Gaming Ordinance. This Section 4-3-38 shall constitute and shall be known and may be cited as the “Bensenville Video Gaming Ordinance,” and shall be subject to and construed consistent with the Video Gaming Act, 230 ILCS 40/1 *et seq.*; Part 1800, “Video Gaming,” of Title 11, Subtitle D, Chapter 1, of the Illinois Administrative Code; and the decisions and rulings of the Illinois Gaming Board pursuant thereto.

1. Definitions.

- a. “Establishment operator”: Any person who owns or operates a “licensed establishment,” “licensed fraternal establishment,” “licensed veterans establishment,” or “licensed truck stop establishment,” as defined in the Video Gaming Act.
- b. “Licensed premises”: The premises on which any “licensed establishment,” “licensed fraternal establishment,” “licensed veterans establishment,” or “licensed truck stop establishment,” as defined in the Video Gaming Act.
- c. “Person”: An individual, partnership, non- or for-profit corporation, limited liability company, or other entity.
- d. “Person with significant interest or control”: Any of the following:

- 1) Each person in whose name a Village liquor license is maintained for the licensed premises;
 - 2) Each person who has been determined by the Illinois Gaming Board or its Administrator as having, or in the opinion of the Administrator of the Illinois Gaming Board has, the ability to influence or control the activities of an establishment operator, or elect a majority of its board of directors, other than a bank or licensed lending institution that holds a mortgage or other lien, or any other source of funds, acquired in the ordinary course of business; or
 - 3) Persons having the power to exercise significant influence or control over decisions concerning any part of an establishment operator's video gaming operation.
2. Payment of Village Video Gaming Terminal Fee Required. Payment of a Village video gaming terminal fee is required for the operation of each video gaming terminal within the municipal boundaries of the Village. No person shall operate a video gaming terminal or allow the operation of such on premises owned by and/or under the possession and control of such person without payment of the required Village video gaming terminal fee. The total fee payable shall be twenty-five dollars (\$25.00) times the number of video gaming terminals on the premises and shall be payable in advance per annum to the Village Clerk on or before July 1st. For video gaming terminals first installed or additional terminals installed after July 1st of any year, the total amount of the fee shall be reduced by $8.331/3$ percent for each calendar month or each part of a calendar month after July 1st (e.g., for three (3) video gaming terminals first installed on July 3rd of any year the total fee would be $\$75.00 \times 91.662/3$ percent, or \$68.75; for four (4) additional video terminal installed on September 16th of any year, the total fee would be $\$100.00 \times 75\%$, or \$75.00). No portion of any a Village video gaming terminal fee paid shall be refundable for any reduction in the number of video gaming terminal prior to July 1st of any year.

Every person applying to pay Village video gaming terminal fees shall possess and present to the Village Clerk for inspection a copy of a valid video gaming terminal operator's license issued by the State of Illinois for the terminal operator who owns and/or who is to place and maintain the video gaming terminals on the premises. Additionally, if the premises on which the video gaming terminals are to be located sells or serves alcoholic beverages for consumption on the premises, such person shall also possess valid Village and State liquor licenses for such premise and shall presented his, her, or its State liquor license to the Village Clerk for inspection at the time of making payment.

3. General Duties of Establishment Operators. Each establishment operator has an ongoing duty to:

- a. Comply with all federal, State and local laws and regulations;
 - b. Conduct himself, herself, or itself at all times in a professional manner with the public and Village officials and staff; and
 - c. Conduct the establishment operator's video gaming operation in a manner that does not pose a threat to the public health, safety, morals, good order or general welfare of the residents of the Village.
4. Duty to Report. Each establishment operator and persons with significant influence and control must promptly report all of the following to the Chief of Police or designee:
- a. Violation of this Ordinance, the Video Gaming Act, 230 ILCS 40/1 *et seq.*; Part 1800, "Video Gaming," of Title 11, Subtitle D, Chapter 1, of the Illinois Administrative Code; or any illegal conduct including, but not limited to, the possession, maintenance, or use of any illegal gaming device;
 - b. Any fact, event, occurrence, matter or action that may affect the conduct of video gaming or the business and financial arrangements incidental to the conduct of video gaming, or the ability to conduct any activity on the premises for which the establishment operator is required to be licensed as a condition of holding a Village video gaming terminal fee, including, but not limited to, any change in persons identified as having significant influence or control;
 - c. Each arrest, summons, citation of or each charge for any criminal offense or violation against the establishment operator or person with significant interest, excluding minor traffic violations; and
 - d. Any adverse action taken or nonrenewal relative to a State liquor license.
5. Duties of Establishment Operators as to Terminal Operators. If an establishment operator contracts for video gaming terminal operations on the licensed premises, the establishment operator shall have a duty to contract only with a State licensed video terminal operator who shall be in full compliance throughout the period of the Village video gaming terminal fee with all applicable federal and state laws and regulations and, specifically, the duties of such operator as set out in Section 1800.250, Subpart B of Part 1800, "Video Gaming," of Title 11, Subtitle D, Chapter 1, of the Illinois Administrative Code.
6. Duties of Establishment Operators as to the Licensed Premises. Each establishment operator shall:
- a. Provide secure premises for the placement, operation and play of video gaming terminals;

- b. Permit no one to tamper with or interfere with the approved operation of any video gaming terminal;
- c. Ensure that all connections with the central communications system and associated video gaming equipment are at all times maintained and prevent any person from tampering or interfering with the approved, continuing operation of the central communications system;
- d. Accept nothing of value from any video terminal operator or any agent or representative of any video terminal operator as an incentive or inducement to locate, keep or maintain video gaming terminals on the licensed premises;
- e. Upon a report that a video gaming terminal is malfunctioning, investigate such immediately, and upon determining that such is true, immediately post conspicuously on or next to the terminal a notice that the terminal is out of service and maintain such notice until the terminal is repaired or removed as required by Section 4-3-38. A. 6. f.
- f. Immediately remove all video gaming terminals from the restricted area of play:
 - 1) Upon order of the Illinois Gaming Board or its agent, or
 - 2) That have been out of service or otherwise inoperable for more than seventy-two (72) hours;
- g. Ensure that video gaming terminals are placed and remain in a designated, approved restricted area as required by the Video Gaming Act and the rules and regulations of the Illinois Gaming Board;
- h. Prevent access to the video gaming terminal area or playing of video gaming terminals by persons who are under the age of twenty-one (21) years or who are visibly intoxicated;
- i. Commit no violations of the laws of this State or Village ordinances concerning the sale, dispensing or consumption on premises of alcoholic beverages that results in suspension or revocation of any liquor license held by or associated with a licensed premises;
- j. Maintain at all times an approved method of payout for valid receipt tickets and pay all valid receipt tickets;

- k. Extend no form of deferred payment for video gaming terminal play in which an individual receives something of value now and agrees to repay the lender in the future for the purpose of wagering at a video gaming terminal;
 - l. Promptly report all malfunctions of video gaming terminals and all out-of-service terminals to the video terminal operator and promptly notify the Illinois Gaming Board of a terminal operator's failure to provide service and repair of terminals and associated equipment within twenty-four (24) hours after notice to the terminal operator;
 - m. Install, post and display and maintain signs and notices as required by the Illinois Gaming Board and by this Section 4-3-38. A;
 - n. Promptly notify the Illinois Gaming Board and the Village Department of Police of any unauthorized or illegal video gaming terminals; any video gaming device that is in violation of Section 35 of the Video Gaming Act, 230 ILCS 40/35; or any illegal gambling.
 - o. Exercise control over the licensed premises and, in particular, maintain visibility of the entry into the video terminal area at all times by one employee who is at least twenty-one (21) years of age as required by the Video Gaming Act;
 - p. Allow maintenance and/or service of video gaming terminals and associated video gaming equipment only by licensed technicians and licensed terminal handlers possessing valid identification issued by the Board.
7. Grounds for Disciplinary Actions. A establishment operator shall be subject to disciplinary action by the Village for:
- a. Failing to comply with or make provision for compliance with the Video Gaming Act; Part 1800, "Video Gaming," of Title 11, Subtitle D, Chapter 1, of the Illinois Administrative Code," this Section 4-3-38. A.; any Federal, State or local law or regulation, or a control system or protocol mandated by the Illinois Gaming Board;
 - b. Failing to comply with any order or ruling of the Illinois Gaming Board or its agents pertaining to the regulation of video gaming in Illinois;
 - c. Revocation or suspension of its State video gaming license, or failure to have a current State video gaming license;
 - d. Revocation or suspension of its State or Village liquor license, or failure to have a valid State or Village liquor license, if the licensed premises sells or serves alcoholic beverages for consumption on the licensed premises.

- e. Misrepresentation of any information required to be provided to the Village, the Illinois Gaming Board or the State or State agency;
 - f. Violation of the Video Gaming Act; Part 1800, "Video Gaming," of Title 11, Subtitle D, Chapter 1, of the Illinois Administrative Code; this Section 4-3-38. A.; any federal, State or local law or regulation; or a control system or protocol mandated by the Illinois Gaming Board by any person identified as a person with significant influence or control;
 - g. Except as shall be permitted this Section 4-3-38. A., State, or federal law, gambling or the operation of any gambling device by the establishment operator or any employee or agent thereof on the licensed premises or by any persons thereon with permission or knowledge of the establishment operator or any employee or agent of the establishment operator.
8. Proceedings on Disciplinary Actions; Sanctions. The Village may bring disciplinary actions against any establishment operator for violations of this Section 4-3-38. A in any manner authorized by law. Administrative adjudication proceedings shall be governed by and in accordance with Section 4-3-37, Administrative Adjudication, of this Code. The Village shall have available to it all sanctions and remedies authorized by law against an establishment operator determined to be in violation of this Section 4-3-38. A, including confiscation of video gaming terminals and/or terminal income, and/or fines. Fines shall not exceed seven hundred fifty dollars (\$750.00) per violation. Each day that any condition giving rise to a violation of this Section 4-3-38. A shall continue shall constitute a separate violation. Additionally, in accordance with 11 Ill. Admn. Code 1800.1110, the Village shall notify the Illinois Gaming Board of charges and sanctions by the Village against a video gaming establishment operator relating to the operation or use of a video gaming terminal.
- B. Other Gaming, Gambling, Gambling Devices Prohibited. Video gaming at licensed establishments is expressly permitted in the Village only as authorized by and as conducted in accordance with the Video Gaming Act, 230 ILCS 40/1 *et seq.*; Part 1800, "Video Gaming," of Title 11, Subtitle D, Chapter 1, of the Illinois Administrative Code; and the decisions and ruling of the Illinois Gaming Board pursuant thereto, and Section 4-3-38. A of this Article III. Nothing in this Article III shall be construed to authorize, license or permit any gambling device, or gaming or gambling in any way contrary to such statute, regulations, and ordinances, or to any present or future law of the state of Illinois.

SECTION FOUR: That Title 3, Chapter 3, of the *Bensenville Village Code* be amended by adding to Section 3-3-5 thereof the following:

CLASS VG. A supplementary license authorizing the installation and operation of video gaming terminals, as provided in Title 4, Chapter 3, Section 4-3-38. A. of this Code, in

any premises issued a class A, C, E-1 or E-2 and that are a “licensed premise” as defined Section 4-3-38. A. 1. b. thereof. The premises shall comply with the requirements in Section 58 of the Video Gaming Act, 230 ILCS 40/58 and Title 4, Chapter 3, Section 4-3-38 A. of this Code for the installation of video gaming terminals thereon, and the Chief of Police or designee shall have the discretion to inspect and report upon the premises as to compliance prior to the issuance of a class VG license. A class VG license shall be issued for premises eligible for such upon proof of payment of the required video gaming terminal fees provided in Title 4, Chapter 3, Section 4-3-38. A. 2. of this Code, without any other charge therefor. The license certificate shall state on its face the number of video gaming terminals authorized for the premises. If the number of authorized video terminals is increased during the term of the license, the Village Clerk shall issue an amended certificate without charge.

SECTION FIVE: That Title 3, Chapter 3, Section 3-3-15. C. of the *Bensenville Village Code* be restated and amended to read as follows:

Automatic Amusement Devices: Unless a class VG license has been issued for the premises under Section 3-3-5 of this Chapter, no license shall be issued for the sale of alcoholic liquor at any premises where more than three (3) automatic amusement devices are installed, operated or maintained, and no such automatic amusement device shall be capable of being manipulated in such a manner so constitute a "gambling device" as defined in 720 Illinois Compiled Statutes 5/28, *et seq.*, including, but not limited to, a video poker machine and slot machine.

If a class VG license has been issued for the premises under Section 3-3-5 of this Chapter, the premises or the video gaming terminal area shall at all times be in compliance with Title 4, Chapter 3, Section 4-3-38. A. 6. of this Code, and any violation thereof shall in addition constitute a violation of this Section 3-3-5. No person under the age of twenty-one (21) years, visibly intoxicated person, or any person known by the licensee or any officer, associate, member, representative, agent or employee of such licensee to be under legal disability or in need of mental treatment shall be allowed to play a video gaming terminal or be within the video gaming terminal area.

All licensees who fail to comply with the requirements of this section shall be subject to having all licenses issued to them pursuant to this Chapter suspended or revoked.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this ____ day of July 2013.

Frank Soto, Village President

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE:
Resolution

SUBMITTED BY:
Scott Viger

DEPARTMENT:
Community & Economic
Development

DATE:
June 25, 2013

DESCRIPTION:

Resolution to Accept Planning Staff Assistance Services Delivered by the Chicago Metropolitan Agency for Planning (CMAP), including a Memorandum of Understanding, for the housing study termed "Housing for a Changing Region"

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☒	<i>Financially Sound Village</i>	☒	<i>Enrich the lives of Residents</i>
☐	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☒	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A - Due to the ministerial nature of this item and for time restraints, this item is being forwarded directly to the Village Board.

DATE:

N/A

BACKGROUND:

In 2012 the Village applied for a technical assistance grant through CMAP along with Addison, Villa Park and Wood Dale to undertake a subregional housing study. The "Housing for a Changing region" study will compliment our recently accepted Comprehensive Economic Development Strategy and be a component of the Comprehensive Plan which is underway and is also a CMAP local technical assistance effort.

There is no cost to the Village for the CMAP participation and technical assistance.

KEY ISSUES:

The study will chart future demand and supply trends for housing and develop a long term policy plan. The aim is to create a balanced mix of housing types, serve the needs of current and future residents and workers, and enhance the livability of our village. The study will include analysis of our housing supply, subregional housing, workforce housing and a market segmentation analysis. A design visualization will be done and a series of policy and strategic recommendations for creating a balanced, sustainable future housing supply will be generated.

ALTERNATIVES:

Village Board discretion.

RECOMMENDATION:

Staff respectfully recommends approval of the resolution and memorandum of Understanding. If approved by the Village Board the Study will begin later this calendar year.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the attached resolution and Memorandum of Understanding.

ATTACHMENTS:

Name:

- ☐ [DuPage HCR Resolution 20130523.docx](#)
- ☐ [CMAP MOU.docx](#)
- ☐ [Scope of Work.docx](#)

Description:

Resolution
Memorandum of Understanding
Scope of Services

A RESOLUTION TO ACCEPT PLANNING STAFF ASSISTANCE SERVICES
DELIVERED BY THE CHICAGO METROPOLITAN AGENCY FOR PLANNING

WHEREAS, the Village of Bensenville (“the Village”) has applied for staff assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), to work with the municipalities of Addison, Villa Park, and Wood Dale on a Homes for a Changing Region plan that will analyze and recommend strategies to address current and projected housing market issues; and

WHEREAS, the Village’s request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing this staff assistance free-of-charge as a means of advancing the plan’s implementation; and

WHEREAS, the Village and CMAP have agreed on the general contents of a Memorandum of Understanding (“MOU”) and a Scope of Services that will guide staff assistance services to be provided by CMAP;

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

- Section 1:** the Village of Bensenville supports the *Homes for a Changing Region* project.
- Section 2:** the Village of Bensenville accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of advancing the implementation of GO TO 2040.
- Section 3:** the Village of Bensenville authorizes staff as designated by the Village President to finalize and execute a Memorandum of Understanding with an attached Scope of Services.

Section 4: the Village of Bensenville recognizes that provisions that govern the administration of staff assistance services, and, if necessary, the discontinuance of such services, are included in the Memorandum of Understanding.

Section 5: 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 ____day of June, 2013.

ADOPTED:

Frank Soto, Village President

ATTEST:

Ilsa Rivera – Trujillo, Village Clerk

Ayes: _____

Nays: _____

Absent: _____



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

CMAP MOU – Local Technical Assistance Program Between CMAP and Village of Bensenville June 25, 2013

Please note: “LTA staff” means CMAP staff assigned to work with local governments and community groups as part of the Local Technical Assistance program.

1. CMAP / applicant relationship

- Scope of work for staff will be jointly determined by CMAP and applicant
- All work performed by LTA staff must be related to work plan – the majority should be directly referenced within work plan, but some indirectly related activities are also permitted
- Within overall scope of work, day-to-day reporting on activities will be to applicant (who should designate a lead person for this purpose) but LTA staff are CMAP employees and CMAP is responsible for evaluating their performance
- Periodic check-ins (frequency to be determined based on need) may occur between applicant and CMAP management
- CMAP will determine which of the relevant LTA staff will be assigned to work on the project (based on availability, skills, familiarity with the applicant community, and applicant preferences)

2. Access to resources

- LTA staff will have full access to CMAP data and other resources, including specialized staff based at CMAP (for advanced mapping, data, outreach, communications, or topic-specific expertise)
- The applicant will provide access to relevant staff who will need to be involved in the project, and will ensure that they allocate appropriate time
- The applicant will provide access to all relevant internal data, reports, and other information
- The applicant’s leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) will commit to participate in the project and allocate sufficient time at meetings (Plan Commission meetings, council meetings, etc.) to ensure a successful project

3. Demonstration of local support

- Applicants will be required to pass a resolution supporting the project at their governing board (if appropriate) before work will begin
- The community will be responsible for working with CMAP to identify a project steering committee or similar oversight group

- If public outreach is a component of the project, the applicant agrees to participate in public outreach and engagement efforts; including assisting in dissemination of project and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information

4. Project management

- Project scope of work (including LTA staff work plans, timelines, public engagement schedules, commitment of other non-staff resources by either CMAP or the applicant, and other elements) will be jointly determined by CMAP and applicant prior to beginning work
- A full project scope of work must be attached to the MOU at the time it is signed
- Changes to project scope or timelines must be jointly agreed to by CMAP and applicant; major expansions of scope may result in discontinuation of project
- Allocation of LTA staff to each project will vary over time based on project timeline and work needs

The undersigned parties agree to the terms listed above.

CMAP Representative:

Robert Dean, Deputy Executive Director

Date

Village of Bensenville:

Michael Cassady, Village Manager

Date

Scope of Work

Northeastern DuPage County Homes for a Changing Region Study

The following is a proposed outline of the steps to complete the *Homes for a Changing Region* phase of a commitment to the communities of Addison, Bensenville, Villa Park and Wood Dale as part of the Chicago Metropolitan Planning Agency's (CMAP) Local Technical Assistance program. CMAP staff will work closely with the four communities to undertake the assignment. CMAP staff will work in partnership with the Metropolitan Mayors Caucus (MMC) and the Metropolitan Planning Council (MPC) to deliver a housing policy plan and all relevant information associated therewith to the four communities.

Project Team

CMAP's primary role on the project will be to provide all relevant data and technical analysis. CMAP will also provide policy development, project management, logistical, and outreach support wherever necessary.

MMC's role will be that of overall project coordination, policy development, mayoral outreach and logistical support.

MPC will play an overall advisory role and provide mayoral outreach, communications messaging and policy development support.

Advisory Committee

The CMAP Housing committee will play the role of the advisory committee. This will consist of receiving briefs and providing periodic input to the project.

Municipal Roles

As an interjurisdictional project, actions are required by Addison, Bensenville, Villa Park and Wood Dale both individually and together. The following subsections outline the work needed to undertake a project with this dual nature.

Project Steering Committee

To formalize the interjurisdictional aspects of this project, each municipality must assign one staff member to sit on a project steering committee. The assigned member must be the municipality's key staff contact for the project. The role of the Project Steering Committee will be to vet sub-regional data analysis and inform any changes to the housing cost model. The Project Steering Committee will also inform, vet and approve the sub-regional analysis and policy recommendations (the plan).

Because approval of the sub-regional analysis and policy development recommendations requires agreement by the leadership of each community, key staff contacts must have the ability to seek and receive feedback from municipal leadership, including elected officials, on all topics as the project progresses.

Northeastern DuPage Homes Project Coordinator

A representative of the Village of Addison shall operate as the project coordinator; ideally this person will also be that municipality's key staff contact. This position requires the ability to understand the issues of all four towns. The coordinator will be responsible for facilitating the receipt of feedback on project deliverables from the municipalities. They will also facilitate and provide logistical support for meetings of the Project Steering Committee or any sub-regional workshops. Finally, the coordinator will play a coordinating, consensus building and advisory role on the development of sub-regional recommendations.

Key Municipal Staff Contact

The *Homes for a Changing Region* methodology places the highest value on the expertise and experience of municipal officials and staff. Therefore, we expect that the representatives of Addison, Bensenville, Villa Park and Wood Dale will participate as partners in the project. The Project Team will work with municipalities to encourage mayors, elected boards or councils and key staff to participate in meetings designed to solicit input and feedback at several project benchmarks. Each municipality must assign one key staff contact to be the primary contact for the project. As noted before, this person should be the municipal representative on the Project Steering Committee. This key staff contact will be responsible for the following:

- Providing CMAP with the following data in an electronic format: zoning code and map (shapefile); comprehensive plan and associated maps (shapefiles); any relevant subarea plans and associated maps (shapefiles); environmental features maps (shapefiles); and sidewalk or bike lane maps (shapefiles).
- Coordinating with the Project Team on outreach for the workshop, including conducting outreach to realtors, developers, chambers of commerce, clubs (Lions, Rotary, League of Women Voters, etc.), religious groups or other key community organizations (schools, veterans, COG, etc.);
- Serving as liaison between the Project Team and municipal elected officials. As part of this role, contacts are expected to update elected officials as necessary, help the Project Team understand local housing issues, and coordinate timely document review by appropriate elected officials.
- Working with municipal staff to ensure that at least one elected official (ideally the mayor or president, but could also be a trustee or council member) and one high level administrative staff member (manager, administrator, chief of staff or other executive level staff member) is present at meetings with the Project Team that require feedback on data analysis, draft policy recommendations or plans; and
- Collecting, assembling and delivering feedback to the Project Team on all draft and interim deliverables within two weeks of receipt.

Timeline

The following scope of work is designed to be completed in 12 months. Inherent in this timeline are the following assumptions: 1) the project will make use of readily available data, 2) the Project Team will prioritize items as scoped herein before conducting additional work, and 3) the Project Team and the communities will schedule all meetings necessary to collect all input within the allotted timeline.

Preliminary Scope of Work

SCOPE OF WORK

Task 1: Current and Future Housing Analysis for the Village of Addison, Village of Bensenville, Village of Villa Park, and City of Wood Dale (the four municipalities) individually and in the aggregate.

CMAP will conduct a full spectrum analysis of the current and future housing needs for the four municipalities along with an analysis at the sub-regional level.

Task 1.1: Gather data

As a data driven project, kick-off will focus on data gathering by CMAP and each municipality.

CMAP will get data from multiple sources, including the Census and American Community Survey, ESRI and other proprietary data, Cook and Kane county data, and regional data from CMAP. This data will include:

- Population (existing and trends)
- Racial and ethnic make-up
- Household income
- Housing value
- Tenure (rental vs. owner)
- Household size
- Units in structure
- Year built
- Affordability for rental and owner-occupied housing

We will use these data sources to describe the significant characteristics of the local housing markets, including supply, demand, condition and the cost of housing.

Each community must supply CMAP with the following local data sources (if applicable):

- Zoning ordinance (link to location on a website or other electronic format);
- Zoning map, ideally as a shapefile (.shp, a common format used in GIS mapping software), though we can use CAD files (.dgn, for example), preferably converted to a geo-referenced shapefile before submission;
- Current Comprehensive Plan (link to location on a website or other electronic format);
- Current Comprehensive Plan maps (as a shapefile or geo-referenced CAD file);
- Any recent sub-area plans (link to location on a website or other electronic format);
- Environmental features maps (as a shapefile or geo-referenced CAD file); and
- Sidewalk or bike lane maps (as a shapefile or geo-referenced CAD file).

We will use these data sources to conduct the capacity analysis, better understand each community and ensure that our recommendations build on previous efforts where applicable.

Task 1.2: Analyze current housing

CMAF will use the data gathered in Task 1.1 to establish the existing conditions for housing in each of the four municipalities. We will identify matches and mismatches between each community's existing housing stock and current needs:

Housing affordability – analysis of current owner and rental households based on the definition of affordable housing costing less than 30% of gross household income. Severely cost burdened can be defined as housing cost in excess of 50% of gross household income.

Housing + transportation (H+T) affordability – analysis of combined housing and transportation costs using Center for Neighborhood Technology (CNT) methodology.

Housing condition – housing defined as lack of adequate kitchen, toilet, heat, or plumbing facilities. Previous county and non-profit efforts to describe the general condition of its structures would be used to supplement Census data.

Overcrowding – housing which is overcrowded or severely overcrowded, based on Census data.

MEETING 1: 90 minute Project Team overview presentations and discussion of preliminary data analysis with municipal representatives; 90 minute tour of each municipality accompanied by municipal staff (the same day as meeting 1)

Task 1.3: Analyze capacity for new housing

CMAF will use the municipal data gathered in Task 1.1, using Geographic Information Systems (GIS), to identify the amount of housing potential by assessing the capacity of zoning in each of the four communities. This analysis is conducted through a multi-step process. Land identified as residential, commercial or office is assumed to have some redevelopment potential. Then, estimates for future housing are created by assuming densities by zone. These calculations result in a capacity estimate for each zone on vacant and developed land.

Task 1.4: Conduct workforce analysis

CMAF will use U.S. Economic Census and other data sources to create a profile of the workforce in the sub-region and identify key employment centers, industry sectors and commuting patterns. We will use this analysis to tie in the housing recommendations with the workforce needs of the sub-regional economy.

Task 1.5: Conduct future balanced housing analysis

Based on population, demographic and employment forecasts, CMAF will create an age/income profile for each of the communities along with potential new populations. We will use the Envision Tomorrow Balanced Housing Model to estimate the housing need of this future population by price-point and tenure (rent or own).

CMAF will also use psychographic profiles to estimate the housing preferences of the people who live in the draw area and comment on the potential market demand for certain housing types. This analysis will be used to identify the housing types for which specific areas within the four municipalities of the Northeastern DuPage County Homes Study have an advantage over competing locations, and which groups are inclined to these housing types. Examples of psychographic segments include Generation Y, immigrants and their children, and Baby Boomers. Examples of the specific housing preferences within each of these demographics may include:

- Rental housing near universities and colleges, and near specialized employment areas, such as medical districts;
- Traditional Neighborhood Development, the housing products that are similar to suburban housing but in a walkable mixed use environment;
- A variety of ownership infill housing styles that are typically found in revitalizing neighborhoods
- Housing for seniors that offer a more community-based housing style in neighborhoods.

The analysis will include the potential market for these segments, and the potential of the four Homes participating municipalities to capture those segments, with an emphasis on the characteristics of the housing product that will most attract each segment.

Task 1.6: Analyze carbon footprint

CMAF will use the future balanced housing analysis to estimate the carbon impacts at the building level of a balanced housing strategy compared with a business as usual approach. We will qualitatively discuss the general carbon impacts of balanced housing on transportation emissions.

MEETING 2: Present full data analysis to municipal boards/councils for discussion and feedback

Deliverables:

- Data library
- PowerPoint presentation of current housing conditions, capacity analysis, workforce housing analysis, future balanced housing analysis, and carbon footprint analysis for four municipalities and the Fox Valley sub-region.

Task 2: Conduct Public Workshops in the four municipalities

The Project Team's experience has taught us that great ideas and solid credentials are not enough to secure a community's support. The public must have a chance to assess and understand their options and then communicate their preferences – and then see those preferences reflected in housing plans.

There are various methods for capturing the general public's best ideas through simulated decision making activities in a workshop format such as using instant polling and exercises that ask participants to make important trade-off decisions. The Project Team will provide a public workshop that utilizes the results of our housing research to bring each community's citizens in to give critical feedback in an engaging, and dynamic setting.

Each key staff contact will provide CMAP with email, mailing and telephone contact information for important organizations and stakeholders within his or her municipality for outreach purposes. CMAP will supplement municipally generated contacts with established CMAP contacts in the municipality. At a minimum, CMAP asks that municipal contacts provide contacts for the following local entities, as appropriate.

- Realtors
- Developers
- Chambers of Commerce
- Clubs
 - League of Women Voters
 - Lions Club
 - Rotary Club
- Churches/Religious Institutions
- Other key local community organizations
- Local schools
- Veterans groups

CMAP outreach staff will develop print and digital communications materials (posters and fliers) for use in publicizing each workshop. While CMAP staff will conduct some email and telephone outreach, each key staff contact will be responsible for conducting the majority of the outreach to local organizations, including distributing flyers to prominent locations.

CMAP, MPC and MMC will staff the workshops with support from each key staff contact. Each key staff contact will attend and help facilitate (if necessary) the public workshop held in his or her municipality. Each key staff contact will also send one additional municipal staff member or volunteer to serve to assist at the workshop. Each key staff contact will be responsible for ordering light refreshments to be provided at his or her municipality's public workshop. MMC will reimburse the expense for providing refreshments. CMAP will create all meeting materials. Key staff contacts will be responsible for reviewing and approving these materials.

MEETING 3: Public workshops for each municipality

Deliverable:

Materials and staffing for one workshop in each of the four project communities

Task 3: Develop Policy Recommendations

In this task, the Project Team will create municipal and sub-regional policy recommendations.

Task 3.1: Sub-regional Analysis and Recommendations

The Project Team will look at the housing trends and projections for the four municipality sub-region along with the local needs discussed in previous meetings to identify common housing issues and policy recommendations on which the four communities can work together. This work will be drafted into a draft sub-regional report for inclusion in the final document.

MEETING 4: Present draft sub-regional analysis and recommendations to the Project Steering Committee for review and comment.

MEETING 5: Present draft sub-regional analysis and recommendations to the Project Steering Committee, inclusive of one elected official (ideally the mayor or president, but could also be a trustee or council member) and one high level administrative staff member (manager, administrator, chief of staff or other executive level staff member), for review and comment.

Task 3.2: Municipal Recommendations

The Project Team will look at the housing trends and capacity for each municipality to determine its primary needs. We will also use the results of the public workshops to guide policy recommendations that will help each municipality meet their goals and achieve a strong housing future. We will also identify targeted goals that can be used to determine a community's future progress in implementing the plan. This analysis will be synthesized into a draft recommendations memo which will be circulated 1) to each key staff contact and 2) to senior staff and elected officials for review, comment and revision.

OPTIONAL MEETING 6: Each municipality may choose to have one presentation of the draft municipal recommendations to the board/council.

Deliverable:

- Finalized draft sub-regional report for inclusion in the final document
- A memo for each municipality outlining proposed recommendations

Task 4: Create 2D Visualizations (dependent on availability of funds)

While the plan itself focuses on housing policy recommendations that meet the market demand for housing across the income spectrum, visualizations illustrate some of those recommendations as they might be applied to a development. Visualizations are not site plans and the project team will carefully make this differentiation throughout the process. Municipal representatives are asked to do the same, especially when performing outreach tasks to increase attendance at public workshops.

Based on the availability of funds, MMC will contract with a vendor to use 2D photorealistic visualization techniques to illustrate the potential look and feel of each community's policies for a smaller focus area within each community.

Deliverables:

- 2D visualizations illustrating the potential implementation of the strategies

Task 5: Create Final Policy Plan and Presentation

The Project Team will compile the work into a final easy-to-read and graphically rich report.

MEETING 5: present final analysis and final recommendations to mayors and boards/councils

Deliverables:

- PowerPoint presentation summarizing policy plans, recommendations and visualizations
- Draft policy plan document
- Final policy plan document

DRAFT

TIMELINE

	9/13	10/13	11/13	12/13	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14
Task 1: Current and Future Housing Analysis for four communities and ~~Fox Valley~~ <u>Northeastern DuPage County</u>												
Task 2: Conduct Public Workshops												
Task 3: Develop Policy Recommendations												
Task 4: Visualizations <u>(based on funding availability)</u>												
Task 5: Create Final Policy Plan and Presentation												

TYPE:
Resolution

SUBMITTED BY:
Gary Thorsen

DEPARTMENT:
Recreation

DATE:
June 25, 2013

DESCRIPTION:

Resolution authorizing execution of a purchase order for \$31,200 with Precision Mechanical Inc. (PMI) for an emergency repair replacing the Desiccant Wheel at Edge I.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

☐	<i>Financially Sound Village</i>	☒	<i>Enrich the lives of Residents</i>
☒	<i>Quality Customer Oriented Services</i>	☐	<i>Major Business/Corporate Center</i>
☒	<i>Safe and Beautiful Village</i>	☐	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A - Due to the emergency nature of the repair, the PO is being forwarded directly to the Village Board.

DATE:

N/A

BACKGROUND:

The Desiccant Wheel, which controls the humidity at the Edge I, has failed. Due to the emergency nature, the repair was made and has been completed. Without the repair the ice would have been lost in the Edge I facility. Per the Village Code, Board approval is now required to formally approve the emergency transaction.

KEY ISSUES:

Staff did have time to solicit two proposals prior to making the repair. The following two proposals were received:

1. PMI quote of \$31,200.
2. Dual Temp quote \$33,198.

The proposals mentioned above have been attached for your review. Staff selected the lower proposal from PMI.

ALTERNATIVES:

- Discretion of the Board.

RECOMMENDATION:

Staff recommends fulfillment of the terms of payment mentioned above to PMI due to the emergency nature and the prompt completion of the repair.

BUDGET IMPACT:

Staff has identified a projected savings this year in the Recreation Utility Budget of approximately \$75,000. A budget transfer from the Utility Account 11070740-541370 in the amount of \$33,900 to the R&M Equipment Account 11070740-542310 has been executed. This repair will have no negative impact to the projected profit to the 2013 budget. The first payment of \$9,000 is included in this week's warrant.

ACTION REQUIRED:

Pass the Resolution authorizing the emergency repair.

ATTACHMENTS:

Name:

- ☐ [Dual Temp Proposal.pdf](#)
- ☐ [Item 3 - RES - WHEEL.doc](#)
- ☐ [PMI Proposal.pdf](#)

Description:

Dual Temp Quote

Resolution

PMI Quote



DualTempCompanies

DualTemp of Illinois, Inc.
4301 South Packers Avenue
Chicago, IL 60609
PHONE 773•254•9800
FAX 773•254•9840

Refrigeration Design, Construction,
Controls, Parts & Service

DualTemp of Illinois, Inc.

May 21, 2013

Mr. Greg Thorsen
Village of Bensenville
545. John Street
Bensenville, IL 60106

RE: Munters Unit Repair

Dear Greg,

Per your request and my assessment, DualTemp of Illinois is pleased to provide the following proposal for your review and consideration.

DualTemp proposes to furnish and install the following components to the existing Munters unit operating at your facility. Drive by crane is included. Details of my proposal are as follows:

Components To Be Replaced:

- Genuine Munters DH Dehumidification Wheel.
- DH Wheel Process Inlet Seal.
- DH Wheel Process Outlet Seal.
- DH Wheel Roller Wheels.
- DH Wheel Belt.
- Reactivation Motor Inspection

Installed Items:

- Furnish and install above referenced components.
- Furnish lift equipment to replace components.

Total Lump Sum Price : \$29,988.00

Alternate Price No. 1 – Expedited Lead-Time on DH Wheel, ADD : \$3,210.00
(6 to 8 Days After Receipt of Order)

Clarifications:

- Labor is based upon straight time.
- Component freight is not included.
- Component lead-time is 2 to 3 weeks after receipt of order.
- Taxes are included.
- Permits are not included.



DualTempCompanies

DualTemp of Illinois, Inc.
4301 South Packers Avenue
Chicago, IL 60609
PHONE 773•254•9800
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Refrigeration Design, Construction,
Controls, Parts & Service

DualTemp of Illinois, Inc.

- Proposal pricing is valid for sixty (60) days.

Thank you for the opportunity to present this proposal and I trust it shall merit your favorable consideration. We trust that DualTemp's long-standing reputation within the industry will serve as an indication of our work and look forward to working with you on this project.

Respectfully Submitted,
DualTemp of Illinois, Inc.

Peter Musial
Refrigeration Service Manager

RESOLUTION NO. _____

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
WITH PRECISION MECHANICAL INC FOR THE
EMERGENCY PURCHASE OF A DESICCANT WHEEL AT EDGE I
IN THE AMOUNT OF \$31,200**

WHEREAS the Village of Bensenville's Desiccant Wheel, which controls the humidity at the Edge I, has failed, and

WHEREAS, due to the emergency nature, the repair was made and has been completed, and

WHEREAS, Precision Mechanical Inc. submitted the lowest bid to repair the desiccant wheel at \$31,200, which is attached as Exhibit A, and

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 a purchase order and other associated documents with Precision Mechanical, Inc. for the purchase of a desiccant wheel in the amount of \$31,200.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, June 25, 2013.

APPROVED:

Frank Soto
Village President

ATTEST:

Ilsa Rivera-Trujillo
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

May 22, 2013

Village of Bensenville
Edge 1 Ice Arena
735 Jefferson
Bensenville, IL.
Gary Thorsen

RE: Rink Dehumidifier

Gentlemen,

We are pleased to submit our proposal to replace the desiccant wheel in the dehumidifier for the ice arena along with a new drive belt, new rollers, seals, crane rental, scaffolding, welding of platform railing, and installation labor. Our installation price for the standard delivery of 3-4 weeks would be: \$ 31,200.00 (Thirty one thousand two hundred dollars). ◇

The expedited cost for a 5 day lead time would be an additional \$ 2700.00 (Two thousand seven hundred) ◇

Payment terms are as follows:

\$ 9000.00 upon signing contract,

\$ 9000.00 upon delivery of the materials to jobsite,

\$ 2700.00 Expedited charges due upon delivery of wheel to jobsite (only if expedited delivery is requested)

(8) Monthly payments of \$1650.00 beginning upon startup of the system.

We appreciate the opportunity to quote this repair and look forward to being of service. Should you wish to proceed with the repair please sign below and fax back to our office as authorization and we will order the parts and schedule the installation as quickly as possible. Please check the diamonds for your selected delivery schedule.

Sincerely,



Timothy Piotrowski

Vice President

Customer Acceptance

Name: _____

Title: _____

Date: _____

By signing here you agree to the terms set forth above.