



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, November 14, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooly
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
 - Appointment – Beautification Commission – Martha Carlson, term to expire 3/27/2018
 - Presentation – Mark Kuzniewski, Superintendent of District 95
 - Presentation – Senior Services
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. **Approval of Minutes:** Village Board Meeting Monday, October 24, 2016; Committee of the Whole Meeting, Monday, October 24, 2016; Special Village Board Meeting, Thursday, November 3, 2016

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

- A. **Ordinance 2016-56** – An Ordinance Amending Section 36-74 entitled "Definitions" of Division 2 entitled "Damage to Village Property" of Article III entitled "Offenses Against Property" of Chapter 36 entitled "Offenses and Nuisances" of the Code of Ordinances, Village of Brookfield, Illinois, Amending the definition of a Minor
- B. **Ordinance 2016-57** – An Ordinance of the Village of Brookfield, Cook County, Illinois, Approving a Tax Increment Redevelopment Plan and Redevelopment Project for the 8 Corners Redevelopment Project Area
- C. **Ordinance 2016-58** – An Ordinance of the Village of Brookfield, Cook County, Illinois, Designating the 8 Corners Development Project Area of said Village a Redevelopment Project Area Pursuant to the Tax Increment Allocation Development Act
- D. **Ordinance 2016-59** – An Ordinance of the Village of Brookfield, Cook County, Illinois Adopting Tax Increment Allocation Financing for the 8 Corners Redevelopment Project Area
- E. **Ordinance 2016-60** – An Ordinance Authorizing the Execution of a Preliminary Redevelopment Agreement by and between Troutman & Dams, LLC and the Village of Brookfield, Illinois, Concerning the Marketing and Redevelopment of a Portion of the Ogden Avenue and Congress Park Tax Increment Financing Districts
- F. **Resolution 2016-1066** – A Resolution Awarding a Contract for the 2017 Sewer Cleaning and Televising for the Village of Brookfield, Illinois
- G. **Resolution 2016-1067** – Resolution to Approve and Authorize the Execution of a Professional Design Engineering Services Agreement by and between Edwin Hancock Engineering Company and the Village of Brookfield, Illinois for the 2017 Street Improvements Project
- H. **Resolution 2016-1064** – A Resolution Determining the Estimated Property Taxes to be Levied for the 2016 Tax Year of the Village of Brookfield, Illinois

VIII. Managers Report

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

IX. Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. Adjournment

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, OCTOBER 24, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Evans

ALSO PRESENT: Village Manager Keith Sbiral
Police Chief James Episcopo
Finance Director Doug Cooper
CEDD Director Nick Greifer
Village Attorney Richard Ramello
Fire Chief Patrick Lenzi
PW Director Ken Blaauw
Village Engineer Derek Treichel

OTHERS PRESENT: None

On Monday October 24, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:33 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

Beautification Committee – Garden Recognition

OMNIBUS AGENDA

Ordinance 2016-55 - An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to Increase the Maximum Number of Class 8 Liquor Licenses for Holy Covenant Fall Dance

Approval of Minutes: Village Board Meeting Monday, October 10, 2016; Committee of the Whole Meeting, Monday, October 10, 2016

Motion by Trustee Ryan, seconded by Trustee Garvey, to approve the Omnibus Agenda of the Regular Village Board Meeting of October 24, 2016 minus Item B. – Approval of Minutes. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

Motion by Trustee Garvey, seconded by Trustee LeClere, to approve Item B – Approval of Minutes of October 10, 2016 Board and COW meetings, with correction to Manager's Report regarding start date of early voting at Village Hall. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

④ Approval of Warrant dated October 24, 2016 - \$837,535.51

Motion by Trustee Oberhauser, seconded by Trustee Garvey, to approve the Warrant Dated October 24, 2016 in the amount of \$837,535.51. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

④ **Conservation Commission**

Meeting scheduled for October 23, 2016

④ **Library, Parks & Recreation – Trustee Gilhooley**

Recreation Department working on new program ideas
Partnering with the Chamber of Commerce to advertise events
Next meeting scheduled for November 15, 2016 at 6:30 p.m.

④ **Beautification, Chamber of Commerce – Trustee Ryan**

Recap of Project NICE activities
Next meeting scheduled for November 8, 2016
Chamber of Commerce – Monsters on Main Street event scheduled for October 29, 2016
Holiday Celebration scheduled for December 3, 2016
Farmers Market concluded on October 18, 2016
After Hours meeting scheduled for at Twilight Party Rentals on October 27, 2016 at 5:30 p.m.
Chamber Business Luncheon scheduled for November 10, 2016 at the Sanctuary at Noon

④ **Administration, DPW, Public Safety – Trustee Evans**

No report due to absence

④ **Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey**

Planning and Zoning to meet Wednesday, November 30, 2016 at 7:00 P.M.
WCMC passed budgets and approved audits.
January 25, 2017 is next WCMC meeting

④ **Special Events – Trustee LeClere**

Meeting scheduled for November 2, 2016

④ **Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark**

Discussions with Planning & Zoning meeting regarding no interest loan program for signage improvements in commercial districts. Staff to prepare parameters to present to the Board.
Active Transportation Plan – proposed May 2017 finish date for project
Zoning Modernization Plan goes to the Zoning Commission on November 30, 2014
Permitting activity for 2016 is ahead of 2015

NEW BUSINESS

Resolution 2016-1062 – A Resolution to Adopt and Authorize the Execution of a Fourth Amendment to the VEMA® Post Retirement Healthcare Funding Plan for the Village of Brookfield

Motion by Trustee LeClere, seconded by Trustee Oberhauser, to approve Resolution 2016-1062 – A Resolution to Adopt and Authorize the Execution of a Fourth Amendment to the VEMA® Post Retirement Healthcare Funding Plan for the Village of Brookfield. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

Resolution 2016-1063 – A Resolution Approving a Community Development Block Grant Program Subrecipient Agreement between the Village of Brookfield, Illinois and the County of Cook, Illinois Relative to the Community Development Block Grant “CDBG” 2016 Program Year

Motion by Trustee Garvey, seconded by Trustee Gilhooley, to approve Resolution 2016-1063 – A Resolution Approving a Community Development Block Grant Program Subrecipient Agreement between the Village of Brookfield, Illinois and the County of Cook, Illinois Relative to the Community Development Block Grant “CDBG” 2016 Program Year. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

🌀 Village Manager's Report – Keith Sbiral

Budget progress and reschedule of next budget meeting

Village Hall work update

Proposal for waiver of bid for sewer televising for the 2017 and 2018 street programs to be forthcoming for Board review and approval.

Newsletter and Holiday Celebration

Early Voting

TEMPORARY RECESS

Motion by Trustee Garvey, seconded by Trustee LeClere, to temporarily recess the Regular Village Board of Trustees meeting of October 24, 2016 in order to conduct a Committee of the Whole Meeting at 6:54 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee LeClere, to reconvene the Regular Village Board Meeting of October 24, 2016 at 8:37 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

EXECUTIVE SESSION

Motion by Trustee Garvey seconded by Trustee Ryan, to adjourn the Regular Village Board Meeting of October 24, 2016 at 8:38 P.M. in order to conduct an EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Garvey, seconded by Trustee LeClere, to reconvene the Regular Village Board Meeting of October 24, 2016 at 9:28 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

ADJOURNMENT

Motion by Trustee Gilhooley, seconded by Trustee LeClere, to adjourn the Regular Village Board Meeting of October 24, 2016 at 9:28 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

**Brigid Weber
Village Clerk
Village of Brookfield**

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**Brigid Weber
Village Clerk
Village of Brookfield**

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JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY OCTOBER 24, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

President Kit Ketchmark, Trustees Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: Trustee Evans

ALSO PRESENT:	Village Manager Keith Sbiral	Village Attorney Richard Ramello
	Police Chief James Episcopo	Fire Chief Patrick Lenzi
	Finance Director Doug Cooper	PW Director Ken Blaauw
	CEDD Director Nick Greifer	Village Engineer Derek Treichel

OTHERS PRESENT: None

On Monday, October 24, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 6:54 P.M.

Damage to Village Property Ordinance Change

The current Village Ordinance regarding Damage to Village Property defines a minor as "a person who is above the age of 11 but not yet 19 years of age." Based on discussions with the Village Adjudicator, it has been suggested the Village amend the definition of a minor to, "...a person under 18 years of age." Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for November 14, 2016.

2017-2021 Capital Plan Update

Staff presentation

2017 Street Project Update

Staff presentation

2016 Estimated Village of Brookfield Property Tax Levy Resolution

Staff presentation

Proposed 8 Corners TIF District

Staff presentation

Developer of Record

Staff recommends the Village of Brookfield Committee of the Whole renew the agreement with Troutman and Dams as a developer of record, for subsequent consideration by the Village Board.

ADJOURNMENT

Motion by Trustee Gilhooley, seconded by Trustee LeClere to adjourn the Committee of the Whole Meeting of October 24, 2016 at 8:37 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Evans

**Brigid Weber
Village Clerk
Village of Brookfield**

/lls

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A SPECIAL VILLAGE BOARD MEETING

HELD ON THURSDAY, NOVEMBER 3, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, and David LeClere.

MEMBERS ABSENT: Trustees Brian Oberhauser, Village Clerk Brigid Weber

ALSO PRESENT: Village Manager Keith Sbiral, Deputy Clerk Theresa Coady, Public Works Director Kenneth Blaauw, Finance Director Douglas Cooper, Economic Development Director Nicholas Greifer

On Thursday, November 3, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 5:36 P.M.

NEW BUSINESS

Village Manager Keith Sbiral and Finance Director Douglas Cooper presented the 2016-2020 Five Year Plan. A budget discussion followed. Trustee Brian Oberhauser arrived at the meeting in 5:55 p.m. The Board had questions for Manager Sbiral and Director Cooper. There was no public comment.

ADJOURN

Motion by Trustee Gilhooley, seconded by Trustee Evans, to adjourn the Special Village Board of Trustees meeting of November 3, 2016 at 6:42 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, LeClere, Oberhauser and Ryan. Nays: None. Absent: None

Theresa M. Coady
Deputy Village Clerk
Village of Brookfield

/s/

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 11/14/2016

FOR THE PERIOD 10/25/2016 TO 11/14/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 11/14/2016 in the Total Amount of \$1,787,520.77

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-11/14/2016

From Payment Date: 10/25/2016 - To Payment Date: 11/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20913	11/14/2016	Open			Accounts Payable	AAA Accurate Appliance Service Inc.	\$142.00		
	Invoice		Date	Description		Amount			
	0701		10/31/2016	thermo overload		\$142.00			
20914	11/14/2016	Open			Accounts Payable	Adventist IHAV	\$390.00		
	Invoice		Date	Description		Amount			
	sept_2016_treadm		10/31/2016	treadmill charges		\$390.00			
20915	11/14/2016	Open			Accounts Payable	Aftermath	\$105.00		
	Invoice		Date	Description		Amount			
	jc2016-6924		11/07/2016	medical supplies		\$105.00			
20916	11/14/2016	Open			Accounts Payable	AGT Battery Supply LLC	\$159.63		
	Invoice		Date	Description		Amount			
	85527a		10/31/2016	streamlight litebox battery		\$121.25			
	85515a		11/07/2016	litebox		\$38.38			
20917	11/14/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$40.00		
	Invoice		Date	Description		Amount			
	116771		10/31/2016	FCPC testing		\$40.00			
20918	11/14/2016	Open			Accounts Payable	Airgas USA LLC	\$1,332.97		
	Invoice		Date	Description		Amount			
	9056209746		10/27/2016	supplies		\$24.24			
	9056072558		10/27/2016	supplies		\$202.20			
	9056252628		10/27/2016	supplies		\$5.11			
	9056025831		10/27/2016	supplies		\$190.97			
	9056375913		10/31/2016	equipment maint		\$66.00			
	9056375914		10/31/2016	equip maint		\$722.45			
	9056375912		10/31/2016	equipment maint		\$56.00			
	9056536755		10/31/2016	equip maint		\$66.00			
20919	11/14/2016	Open			Accounts Payable	Animal Welfare League	\$63.50		
	Invoice		Date	Description		Amount			
	7698		11/07/2016	cats relinquished		\$63.50			
20920	11/14/2016	Open			Accounts Payable	Aramark Refreshment Services	\$149.99		
	Invoice		Date	Description		Amount			
	520869		11/07/2016	WATER FILTER		\$59.99			
	520867		11/07/2016	LEASE		\$90.00			
20921	11/14/2016	Open			Accounts Payable	AT&T	\$3,392.01		
	Invoice		Date	Description		Amount			
	2016-00000672		10/27/2016	708-485-6045 626 7		\$175.38			
	2016-00000696		11/07/2016	708-Z14-0033 533 4		\$321.66			
	2016-00000697		11/07/2016	708-Z14-0030 532 9		\$321.66			
	2016-00000698		11/07/2016	708-Z14-0019 530 8		\$321.66			
	2016-00000699		11/07/2016	708-Z14-0045 566 0		\$2,251.65			
20922	11/14/2016	Open			Accounts Payable	Avalon Petroleum Co.	\$8,491.50		
	Invoice		Date	Description		Amount			
	556615		10/27/2016	fuel		\$8,491.50			

Corporate Warrant-11/14/2016

From Payment Date: 10/25/2016 - To Payment Date: 11/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20923	11/14/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$600.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	45132		10/31/2016	Sept inspections		\$600.00			
20924	11/14/2016	Open			Accounts Payable	Battery Service Corp	\$331.50		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0017036		10/27/2016	12 volt TB		\$331.50			
20925	11/14/2016	Open			Accounts Payable	BridgePay Network Solutions LLC	\$44.40		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	1448		11/07/2016	NOVEMBER 2016 TRANS		\$44.40			
20926	11/14/2016	Open			Accounts Payable	Brookfield True Value Hardware	\$76.94		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	89839		10/27/2016	tools		\$3.59			
	89829		10/27/2016	battery		\$3.59			
	89802		10/27/2016	mineral spirits		\$4.94			
	89796		10/27/2016	supplies		\$30.55			
	89790		10/27/2016	paint trays		\$6.25			
	89789		10/27/2016	tools/supplies		\$11.31			
	89787		10/27/2016	sanding belts		\$4.13			
	89774		10/27/2016	painters tape		\$12.58			
20927	11/14/2016	Open			Accounts Payable	Buttrey Rental	\$432.30		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	228478		10/27/2016	equipment rental		\$322.30			
	228583		10/27/2016	equipmental rental		\$110.00			
20928	11/14/2016	Open			Accounts Payable	Case Lots, Inc.	\$1,114.05		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	016197		10/27/2016	janitorial supplies		\$273.30			
	016198		10/27/2016	janitorial		\$213.60			
	016595		10/31/2016	janitorial supplies		\$627.15			
20929	11/14/2016	Open			Accounts Payable	Center for Education & Employment Law	\$254.95		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	07058901		11/07/2016	law books		\$254.95			
20930	11/14/2016	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$118.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	14479		10/31/2016	badge, wallet clip		\$118.00			
20931	11/14/2016	Open			Accounts Payable	Chicago Office Products	\$678.20		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	896337-0		10/27/2016	office supplies		\$157.59			
	896336-0		10/27/2016	office supplies		\$28.89			
	897930-0		10/31/2016	file jkts, office supplies		\$175.05			
	894568-0		10/31/2016	labels		\$120.10			
	895363-0		10/31/2016	file jackets		\$196.57			
20932	11/14/2016	Open			Accounts Payable	Chinook Medical Gear	\$405.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	0092643-IN		11/07/2016	medical supplies		\$405.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20933	11/14/2016	Open			Accounts Payable	Cintas Corp	\$130.78		
	Invoice		Date	Description		Amount			
	5006279104		10/27/2016	first aid supplies		\$67.21			
	9010092627		11/07/2016	first aid supplies		\$34.07			
	5006391112		11/07/2016	first aid supplies		\$29.50			
20934	11/14/2016	Open			Accounts Payable	Comcast	\$46.49		
	Invoice		Date	Description		Amount			
	2016-00000671		10/27/2016	8771 20 167 0016389 - cable at DPW		\$17.97			
	2016-00000694		11/07/2016	8771 20 167 0009616 - cable at VH		\$10.55			
	2016-00000695		11/07/2016	8771 20 167 0016389 - cable at DPW		\$17.97			
20935	11/14/2016	Open			Accounts Payable	ComEd	\$571.85		
	Invoice		Date	Description		Amount			
	2016-00000677		10/31/2016	3543076047 - svc @ 9001 Shields		\$107.96			
	2016-00000678		10/31/2016	6292126004		\$312.90			
	2016-00000692		11/07/2016	0683030051 - svc @ 8652 Southview		\$30.72			
	2016-00000693		11/07/2016	2083099069 - svc @ 8501 Brookfield		\$120.27			
20936	11/14/2016	Open			Accounts Payable	Communications Direct Inc.	\$951.82		
	Invoice		Date	Description		Amount			
	IN138289		10/31/2016	batteries		\$951.82			
20937	11/14/2016	Open			Accounts Payable	Connell Plumbing, Inc.	\$250.00		
	Invoice		Date	Description		Amount			
	10112016		10/27/2016	ice maker repair		\$250.00			
20938	11/14/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	Invoice		Date	Description		Amount			
	2016-00000676		10/31/2016	copier contracts		\$2,177.00			
20939	11/14/2016	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$9,540.95		
	Invoice		Date	Description		Amount			
	2016-00000668		10/27/2016	Dental Insurance - group #10448-000-00001-00000		\$9,153.47			
	2016-00000669		10/27/2016	Vision Insurance		\$238.40			
	2016-00000670		10/27/2016	Dental Insurance - group #10448-000-00002-00001		\$149.08			
20940	11/14/2016	Open			Accounts Payable	Duncan Associates	\$906.50		
	Invoice		Date	Description		Amount			
	881-16-03		11/07/2016	review, drafts		\$906.50			
20941	11/14/2016	Open			Accounts Payable	Eagle Uniform Co, Inc, The	\$615.25		
	Invoice		Date	Description		Amount			
	249250		11/07/2016	traffic vests		\$592.50			
	247306		11/07/2016	uniforms		\$22.75			
20942	11/14/2016	Open			Accounts Payable	Easypemrit Postage	\$103.39		
	Invoice		Date	Description		Amount			
	11072016		10/31/2016	postage		\$103.39			
20943	11/14/2016	Open			Accounts Payable	Elmhurst Occupational Health	\$105.00		
	Invoice		Date	Description		Amount			
	00024274-00		10/27/2016	drug screen		\$105.00			

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20944	11/14/2016	Open			Accounts Payable	Essential Equipment Solutions	\$226.50		
	Invoice		Date	Description		Amount			
	5050		11/07/2016	maintenance plan		\$226.50			
20945	11/14/2016	Open			Accounts Payable	Factory Motor Parts	\$399.50		
	Invoice		Date	Description		Amount			
	50-1462151		10/31/2016	parts		\$86.03			
	50-1467205		10/31/2016	brakes, rotors		\$218.59			
	50-1467683		10/31/2016	brakes		\$94.88			
20946	11/14/2016	Open			Accounts Payable	Faloon & Kenney, Ltd	\$202.50		
	Invoice		Date	Description		Amount			
	1166		10/27/2016	9401 Henrietta legal		\$202.50			
20947	11/14/2016	Open			Accounts Payable	First Responders Wellness Center	\$900.00		
	Invoice		Date	Description		Amount			
	10072016		11/07/2016	employment testing		\$900.00			
20948	11/14/2016	Open			Accounts Payable	Glenbrook Excavating and Concrete Inc	\$600.00		
	Invoice		Date	Description		Amount			
	21610-1a		10/31/2016	silt fence-Prairie/Washington pump station		\$600.00			
20949	11/14/2016	Open			Accounts Payable	Groot Industries, Inc.	\$1,300.41		
	Invoice		Date	Description		Amount			
	14503761		10/31/2016	trash		\$1,300.41			
20950	11/14/2016	Open			Accounts Payable	Hinsdale Nurseries	\$27.20		
	Invoice		Date	Description		Amount			
	1554007		10/27/2016	galanthus snowdrops-PROJECT NICE		\$27.20			
20951	11/14/2016	Open			Accounts Payable	House Pros, Inc	\$125.00		
	Invoice		Date	Description		Amount			
	09012016		10/27/2016	9001 Shields Ave asbestos test		\$125.00			
20952	11/14/2016	Open			Accounts Payable	Illinois Secretary of State	\$30.00		
	Invoice		Date	Description		Amount			
	10032016		11/07/2016	suspensions (3)		\$30.00			
20953	11/14/2016	Open			Accounts Payable	Illinois State Police-Bureau of Identification	\$29.75		
	Invoice		Date	Description		Amount			
	09012016		10/31/2016	liquor license chks		\$29.75			
20954	11/14/2016	Open			Accounts Payable	Industrial Service Products	\$952.20		
	Invoice		Date	Description		Amount			
	255741		10/27/2016	2" ID kanaline hose		\$952.20			
20955	11/14/2016	Open			Accounts Payable	IPMA-HR	\$149.00		
	Invoice		Date	Description		Amount			
	inv-24369-s3k9d9		11/07/2016	membership dues 2017		\$149.00			
20956	11/14/2016	Open			Accounts Payable	J & L Engraving	\$25.50		
	Invoice		Date	Description		Amount			
	2178		10/31/2016	engraving for FD		\$25.50			

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20957	11/14/2016	Open			Accounts Payable	J.G. Uniforms, Inc.	\$36.00		
	Invoice		Date	Description		Amount			
	43311		10/27/2016	vest cover alteration		\$36.00			
20958	11/14/2016	Open			Accounts Payable	K-Five Construction Corp	\$370.00		
	Invoice		Date	Description		Amount			
	2380mb		10/27/2016	bc sc n50		\$138.75			
	2356mb		10/27/2016	bc sc n50 rec		\$231.25			
20959	11/14/2016	Open			Accounts Payable	Kane, Mc Kenna and Associates, Inc.	\$925.00		
	Invoice		Date	Description		Amount			
	09302016		10/27/2016	doc prep/review		\$925.00			
20960	11/14/2016	Open			Accounts Payable	Kara Co Inc.	\$79.30		
	Invoice		Date	Description		Amount			
	322616		10/27/2016	wire flags		\$79.30			
20961	11/14/2016	Open			Accounts Payable	Knight's Body Shop, Inc	\$1,500.00		
	Invoice		Date	Description		Amount			
	6563		10/27/2016	cannon re-finishing		\$1,500.00			
20962	11/14/2016	Open			Accounts Payable	Kopicki's Tower Home for Funerals	\$315.00		
	Invoice		Date	Description		Amount			
	10072016		11/07/2016	removal of person from property for medical examiner		\$315.00			
20963	11/14/2016	Open			Accounts Payable	LA Fasteners Inc.	\$66.83		
	Invoice		Date	Description		Amount			
	1-109359		10/27/2016	cold weather grease gun		\$66.83			
20964	11/14/2016	Open			Accounts Payable	Lawson Products, Inc.	\$391.26		
	Invoice		Date	Description		Amount			
	9304411303		10/27/2016	grinding discs, utility cutters		\$391.26			
20965	11/14/2016	Open			Accounts Payable	Lehigh Hanson	\$123.64		
	Invoice		Date	Description		Amount			
	5592710		10/27/2016	bed/backfill		\$123.64			
20966	11/14/2016	Open			Accounts Payable	Madison National Life Insurance Co.	\$754.85		
	Invoice		Date	Description		Amount			
	2016-00000667		10/27/2016	ins adm fees		\$754.85			
20967	11/14/2016	Open			Accounts Payable	Menards	\$2,174.32		
	Invoice		Date	Description		Amount			
	49647		10/27/2016	hex washer		\$4.79			
	49566		10/27/2016	hex washer		\$28.74			
	49561		10/27/2016	parts/tools		\$82.58			
	49527		10/27/2016	tools/supplies		\$97.15			
	49452		10/27/2016	sealant, adhesive		\$45.79			
	49420		10/27/2016	tools, parts		\$69.00			
	49259		10/27/2016	15" stake flags		\$7.95			
	49413		10/27/2016	tools		\$20.28			
	49254		10/27/2016	parts		\$407.85			
	43434		10/27/2016	tools, blades		\$37.90			
	50287		10/31/2016	tools/supplies		\$6.83			
	50231		10/31/2016	parts/supplies		\$230.97			
	50135		10/31/2016	cedar post		\$345.39			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	50109			10/31/2016	street materials (salt/brine)		\$301.42		
	50140			10/31/2016	tools/supplies		\$255.95		
	50291			10/31/2016	tools/supplies		\$193.75		
	50277			10/31/2016	blade		\$37.98		
20968	11/14/2016	Open			Accounts Payable	Midwest Meter Inc.		\$3,845.75	
	Invoice			Date	Description		Amount		
	0083032-IN			10/31/2016	meter base, meter parts		\$3,845.75		
20969	11/14/2016	Open			Accounts Payable	Miner Electronics Corp		\$285.00	
	Invoice			Date	Description		Amount		
	261088			11/07/2016	radar maintenance		\$285.00		
20970	11/14/2016	Open			Accounts Payable	Morning, Noon & Night Plumbing		\$325.00	
	Invoice			Date	Description		Amount		
	17623			10/31/2016	toilet repair- Prairie Station		\$325.00		
20971	11/14/2016	Open			Accounts Payable	National Seed		\$351.60	
	Invoice			Date	Description		Amount		
	564718SI			10/27/2016	mulch-reseeder		\$351.60		
20972	11/14/2016	Open			Accounts Payable	NICK'S METAL FABRICATING		\$200.00	
	Invoice			Date	Description		Amount		
	4235			10/31/2016	wall square tube		\$200.00		
20973	11/14/2016	Open			Accounts Payable	NICOR		\$32.16	
	Invoice			Date	Description		Amount		
	2016-00000675			10/31/2016	3840 Maple		\$32.16		
20974	11/14/2016	Open			Accounts Payable	Nutoys Leisure Products		\$41.20	
	Invoice			Date	Description		Amount		
	45254			10/31/2016	tools/supplies		\$41.20		
20975	11/14/2016	Open			Accounts Payable	O'Leary's Contractors Equipment & Supply, Inc		\$2,709.60	
	Invoice			Date	Description		Amount		
	191314			10/27/2016	scissors		\$932.00		
	189468			10/27/2016	ladder, buckets		\$1,504.00		
	191013			10/27/2016	paint construction marking		\$273.60		
20976	11/14/2016	Open			Accounts Payable	P & G Keene Electrical Rebuilders		\$245.00	
	Invoice			Date	Description		Amount		
	199509			10/27/2016	alternator		\$245.00		
20977	11/14/2016	Open			Accounts Payable	Passport Parking, LLC		\$298.00	
	Invoice			Date	Description		Amount		
	102016			11/07/2016	passport parking		\$298.00		
20978	11/14/2016	Open			Accounts Payable	Paul Conway Shields		\$56.29	
	Invoice			Date	Description		Amount		
	0392.81-IN			10/31/2016	6" shields, horn		\$56.29		
20979	11/14/2016	Open			Accounts Payable	Perfect Mulch Products		\$50.00	
	Invoice			Date	Description		Amount		
	24307			10/27/2016	tipping fee		\$50.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20980	11/14/2016	Open			Accounts Payable	Physio-Control, Inc.	\$1,187.01		
	Invoice		Date	Description		Amount			
	417174904		11/07/2016	maintenance		\$1,187.01			
20981	11/14/2016	Open			Accounts Payable	Portable John, Inc.	\$170.17		
	Invoice		Date	Description		Amount			
	A-212772		10/27/2016	weekly service (restroom)		\$170.17			
20982	11/14/2016	Open			Accounts Payable	ProxIT Technology Solutions	\$9,209.97		
	Invoice		Date	Description		Amount			
	1531		11/07/2016	IT services		\$8,223.75			
	1520		11/07/2016	it support		\$149.00			
	1509		11/07/2016	website renewal		\$125.00			
	1508		11/07/2016	computer equip		\$394.00			
	1478		11/07/2016	office 365		\$318.22			
20983	11/14/2016	Open			Accounts Payable	RagnaSoft, Inc	\$1,555.00		
	Invoice		Date	Description		Amount			
	RSI-0002445		11/07/2016	1 year subscription		\$1,555.00			
20984	11/14/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$415.64		
	Invoice		Date	Description		Amount			
	1655881-IN		11/07/2016	uniforms		\$14.99			
	1658473-IN		11/07/2016	uniforms		\$25.90			
	1659778-IN		11/07/2016	uniforms		\$374.75			
20985	11/14/2016	Open			Accounts Payable	Reliable Materials Lyons LLC	\$749.00		
	Invoice		Date	Description		Amount			
	63191		10/27/2016	garbage/recycling		\$749.00			
20986	11/14/2016	Open			Accounts Payable	Richardson, Anita	\$2,400.00		
	Invoice		Date	Description		Amount			
	2016-10		11/07/2016	legal		\$2,400.00			
20987	11/14/2016	Open			Accounts Payable	Rubino Engineering Inc.	\$1,200.00		
	Invoice		Date	Description		Amount			
	2981		10/27/2016	coring and report prep		\$1,200.00			
20988	11/14/2016	Open			Accounts Payable	Rush Truck Center - Chicago	\$161.40		
	Invoice		Date	Description		Amount			
	3004318024		10/31/2016	alternator		\$161.40			
20989	11/14/2016	Open			Accounts Payable	Sam's Club	\$343.89		
	Invoice		Date	Description		Amount			
	004970		10/31/2016	office supplies		\$188.89			
	CF1609/999999		10/27/2016	membership fees		\$155.00			
20990	11/14/2016	Open			Accounts Payable	Scout Electric Supply Co.	\$97.50		
	Invoice		Date	Description		Amount			
	161259		10/31/2016	lamps		\$97.50			
20991	11/14/2016	Open			Accounts Payable	Sherwin Williams Co.	\$695.28		
	Invoice		Date	Description		Amount			
	9008-7		10/27/2016	2.5 in trim		\$64.35			
	8961-8		10/27/2016	paint/supplies		\$64.11			
	8873-5		10/27/2016	paint		\$324.32			
	8848-7		10/27/2016	paint/supplies		\$17.55			

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	8666-3		10/27/2016	paint/supplies			\$224.95		
20992	11/14/2016	Open			Accounts Payable	Standard Equipment Co.	\$352.30		
	Invoice		Date	Description			Amount		
	c17510		10/31/2016	parts/tools			\$352.30		
20993	11/14/2016	Open			Accounts Payable	Staples Advantage	\$500.30		
	Invoice		Date	Description			Amount		
	3317197676		10/27/2016	office supplies			\$388.04		
	3318947671		11/07/2016	office supplies			\$112.26		
20994	11/14/2016	Open			Accounts Payable	Storino, Ramello & Durkin	\$45,413.00		
	Invoice		Date	Description			Amount		
	10012016		11/07/2016	legal			\$25,874.35		
	08012016		11/07/2016	legal			\$19,538.65		
20995	11/14/2016	Open			Accounts Payable	Swan Cleaners	\$30.00		
	Invoice		Date	Description			Amount		
	1530 1559		11/07/2016	cleaning			\$30.00		
20996	11/14/2016	Open			Accounts Payable	Tameling Industries, Inc	\$605.00		
	Invoice		Date	Description			Amount		
	0112557-IN		10/27/2016	dirt			\$215.00		
	0112687-IN		10/31/2016	14 yards dirt x 2			\$390.00		
20997	11/14/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$759.01		
	Invoice		Date	Description			Amount		
	20000		11/07/2016	aug 2016 trans fees			\$759.01		
20998	11/14/2016	Open			Accounts Payable	Thomson Reuters - West	\$360.00		
	Invoice		Date	Description			Amount		
	10072016		11/07/2016	quinlan search and seizure bulletin			\$360.00		
20999	11/14/2016	Open			Accounts Payable	Trugreen	\$9,710.00		
	Invoice		Date	Description			Amount		
	10172016		10/27/2016	vegetation control			\$925.00		
	56171685		10/31/2016	vegetation control			\$785.00		
	56276810		10/31/2016	ornamental bed weed control			\$4,000.00		
	53997661		10/31/2016	weed control service			\$4,000.00		
21000	11/14/2016	Open			Accounts Payable	Tyler Technologies	\$3,908.40		
	Invoice		Date	Description			Amount		
	030-5145		10/31/2016	travel for training for NWS new ipad systems			\$1,829.99		
	030-5381		11/07/2016	TRAVEL FOR TRAINING REP			\$1,658.41		
	030-5364		11/07/2016	COMMUNITY DEV SERVICES			\$420.00		
21001	11/14/2016	Open			Accounts Payable	Unifirst Corporation	\$1,009.37		
	Invoice		Date	Description			Amount		
	0611002304h		10/27/2016	mat service			\$26.15		
	0611002305i		10/27/2016	mat service			\$119.85		
	0611002306j		10/27/2016	mat service			\$28.25		
	0611000995v		10/27/2016	mat service			\$27.24		
	0611000997x		10/27/2016	mat service			\$29.42		
	0611000996w		10/27/2016	mat service			\$124.69		
	0811149936		10/27/2016	laundry services			\$154.47		
	08111483205		10/27/2016	laundry services			\$198.83		

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	0611003555q			10/31/2016			\$119.85		
	0611003554p			10/31/2016			\$26.15		
	0811151554V			10/31/2016			\$154.47		
21002	11/14/2016	Open			Accounts Payable	University of Illinois	\$639.00		
	Invoice			Date	Description		Amount		
	08282016			11/07/2016	RIFLE TRAINING CLASS		\$639.00		
21003	11/14/2016	Open			Accounts Payable	USA Bluebook	\$880.09		
	Invoice			Date	Description		Amount		
	079054			10/27/2016	BLUEWHITE F1000 FLOWMETER		\$430.41		
	080508			10/27/2016	5-Buckle rubber overshoe, hose shutoff valve		\$167.97		
	086032			10/31/2016	toilet test tabs		\$281.71		
21004	11/14/2016	Open			Accounts Payable	Verizon Wireless	\$2,926.37		
	Invoice			Date	Description		Amount		
	2016-00000690			11/07/2016	wireless service		\$72.10		
	2016-00000691			11/07/2016	trustee ipads		\$143.36		
	9774400749			10/27/2016	cell phones		\$2,710.91		
21005	11/14/2016	Open			Accounts Payable	Visa	\$3,052.88		
	Invoice			Date	Description		Amount		
	2016-00000664			10/27/2016	recreation acct *0953		\$20.00		
	2016-00000666			10/27/2016	CEDD account *2025		\$1,107.50		
	2016-00000673			10/31/2016	fire dept *2058		\$124.93		
	2016-00000674			10/31/2016	admin acct *1803		\$90.00		
	2016-00000687			11/07/2016	police dept *0912		\$40.59		
	2016-00000688			11/07/2016	police dept *2090		\$956.59		
	2016-00000689			11/07/2016	admin acct *1795		\$713.27		
21006	11/14/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$194.93		
	Invoice			Date	Description		Amount		
	3227856-0			10/31/2016	office supplies		\$84.98		
	3230656-0			11/07/2016	calendar		\$109.95		
21007	11/14/2016	Open			Accounts Payable	Welsch Ready Mix, Inc	\$3,207.90		
	Invoice			Date	Description		Amount		
	141830			10/27/2016	STREET MATERIALS		\$2,327.30		
	141959			10/27/2016	STREET MATERIALS		\$880.60		
21008	11/14/2016	Open			Accounts Payable	Wentworth Tire Service	\$178.00		
	Invoice			Date	Description		Amount		
	40004938			10/31/2016	tire disp service		\$178.00		
21009	11/14/2016	Open			Accounts Payable	West Cook County Solid Waste Agency	\$22,984.38		
	Invoice			Date	Description		Amount		
	2016-00000686			11/07/2016	Disp/Admin fee		\$22,984.38		
21010	11/14/2016	Open			Accounts Payable	Westfield Ford	\$277.54		
	Invoice			Date	Description		Amount		
	613857			10/27/2016	condenser kit		\$277.54		

Corporate Warrant-11/14/2016

From Payment Date: 10/25/2016 - To Payment Date: 11/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21011	11/14/2016	Open			Accounts Payable	Wholesale Direct Inc.	\$485.57		
	Invoice		Date	Description		Amount			
	223362		10/27/2016	fender mtg		\$157.29			
	223647		10/27/2016	jack drop, crank assy		\$328.28			
21012	11/14/2016	Open			Accounts Payable	Zimmerman, Ryan	\$185.00		
	Invoice		Date	Description		Amount			
	1018		10/27/2016	weather reporting		\$185.00			
21013	11/14/2016	Open			Accounts Payable	Alvarado, Rafael	\$175.00		
	Invoice		Date	Description		Amount			
	102516		10/27/2016	equipment allowance-boots		\$175.00			
21014	11/14/2016	Open			Accounts Payable	Bandola, Christopher	\$225.00		
	Invoice		Date	Description		Amount			
	102016		10/27/2016	equipment allowance - red dot sight for patrol rifle		\$225.00			
21015	11/14/2016	Open			Accounts Payable	Burrell , Dwayne	\$166.72		
	Invoice		Date	Description		Amount			
	102716		10/27/2016	equipment allowance-rain pants, winter gloves, ticker holder		\$93.47			
	110216		10/27/2016	galis 8in gloss boots		\$73.25			
21016	11/14/2016	Open			Accounts Payable	Harrington, Andrew	\$94.25		
	Invoice		Date	Description		Amount			
	102016		10/27/2016	boot allowance		\$94.25			
21017	11/14/2016	Open			Accounts Payable	Polich, Tyler	\$59.76		
	Invoice		Date	Description		Amount			
	101716		10/27/2016	boot allowance		\$59.76			
21018	11/14/2016	Open			Accounts Payable	Cook County Collector	\$55.00		
	Invoice		Date	Description		Amount			
	102516		10/27/2016	extension fee for demo permit		\$55.00			
21019	11/14/2016	Open			Accounts Payable	Nothnagel, Roger	\$210.00		
	Invoice		Date	Description		Amount			
	083016		10/27/2016	outlets at fire station 1		\$210.00			
21020	11/14/2016	Open			Accounts Payable	Bank of New York Mellon, The	\$375.00		
	Invoice		Date	Description		Amount			
	252-1979609		10/27/2016	paying agent fees, acct #2210017057		\$375.00			
21021	11/14/2016	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$304,215.08		
	Invoice		Date	Description		Amount			
	110116		10/27/2016	October water		\$304,215.08			
21022	11/14/2016	Open			Accounts Payable	G & M Cement Construction, Inc	\$20,089.80		
	Invoice		Date	Description		Amount			
	PayEst3-2016		10/27/2016	2016 Street Improvements-Contract B Concrete Improvements		\$20,089.80			
21023	11/14/2016	Open			Accounts Payable	Glenbrook Excavating and Concrete Inc	\$594,769.50		
	Invoice		Date	Description		Amount			
	PayEst2-2016		10/27/2016	2016 Prairie/Washington Pump Station Improvements		\$594,769.50			

Corporate Warrant-11/14/2016

From Payment Date: 10/25/2016 - To Payment Date: 11/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
21024	11/14/2016	Open			Accounts Payable	K-Five Construction Corp	\$200,791.80		
	Invoice		Date	Description		Amount			
	PayEst3-2016		10/27/2016	2016 Street Improvements-Contract C Paving Improvements		\$200,791.80			
21025	11/14/2016	Open			Accounts Payable	K-Five Construction Corp	\$71,270.55		
	Invoice		Date	Description		Amount			
	PayEst1-VH2016		10/27/2016	2016 Village Hall Parking Lot Asphalt Improvements		\$71,270.55			
21026	11/14/2016	Open			Accounts Payable	National Power Rodding Corp	\$6,251.50		
	Invoice		Date	Description		Amount			
	PayEst2-2016		10/27/2016	2016 Supp Sewer Cleaning & Televising Project		\$6,251.50			
21027	11/14/2016	Open			Accounts Payable	Village of Brookfield - petty cash	\$286.00		
	Invoice		Date	Description		Amount			
	110216		10/27/2016	police dept		\$286.00			
21028	11/14/2016	Open			Accounts Payable	DOOLEY, MICHAEL	\$4,000.00		
	Invoice		Date	Description		Amount			
	102816		10/27/2016	Flood mitigation reimbursement		\$4,000.00			
21029	11/14/2016	Open			Accounts Payable	SCHEUERMANN, KURT, W	\$49.00		
	Invoice		Date	Description		Amount			
	RT4551		10/27/2016	LTSC soccer		\$49.00			
21030	11/14/2016	Open			Accounts Payable	Senese, Jill	\$32.00		
	Invoice		Date	Description		Amount			
	RT4558		10/27/2016	pickleball for kids		\$32.00			
21031	11/14/2016	Open			Accounts Payable	Elvir, Julio	\$850.00		
	Invoice		Date	Description		Amount			
	102016		10/27/2016	garage door at fire station 2		\$850.00			
21032	11/14/2016	Open			Accounts Payable	All Field Services	\$3,000.00		
	Invoice		Date	Description		Amount			
	102616		10/27/2016	street & parkway bond, permit 2015-00001301		\$3,000.00			
21033	11/14/2016	Open			Accounts Payable	AV Property Services	\$3,000.00		
	Invoice		Date	Description		Amount			
	102615		10/27/2016	street & parkway bond, 4150 Madison, permit 2015-00001840		\$3,000.00			
21034	11/14/2016	Open			Accounts Payable	FN Construction	\$3,000.00		
	Invoice		Date	Description		Amount			
	110316		10/27/2016	street & parkway bond, 3420 Vernon, permit #2016-00000299		\$3,000.00			
21035	11/14/2016	Open			Accounts Payable	Harper, Nicole	\$2,770.14		
	Invoice		Date	Description		Amount			
	102516		10/27/2016	street & parkway bond, DPW work, permit 2014-00001535		\$2,770.14			
21036	11/14/2016	Open			Accounts Payable	Neal, Christopher	\$40.00		
	Invoice		Date	Description		Amount			
	110116		10/27/2016	overpaid parking ticket		\$40.00			

Corporate Warrant-11/14/2016

From Payment Date: 10/25/2016 - To Payment Date: 11/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference	
21037	11/14/2016	Open			Accounts Payable	Beyer, Kristin	\$49.00			
	Invoice		Date	Description		Amount				
	RT4549		10/27/2016	LTSC Soccer		\$49.00				
21038	11/14/2016	Open			Accounts Payable	Knight, Leigh	\$49.00			
	Invoice		Date	Description		Amount				
	RT4550		10/27/2016	LTSC Soccer		\$49.00				
21039	11/14/2016	Open			Accounts Payable	Rulich, Charles	\$73.00			
	Invoice		Date	Description		Amount				
	RT4548		10/27/2016	KF Cheerleading		\$73.00				
Type Check Totals:							140 Transactions	\$1,387,830.79		
EFT										
443	11/09/2016	Open			Accounts Payable	IMRF	\$58,247.11			
	Invoice		Date	Description		Amount				
	2016-00000663		11/09/2016	employee/employer contributions		\$58,247.11				
444	11/04/2016	Open			Accounts Payable	Village of Brookfield	\$329,672.99			
	Invoice		Date	Description		Amount				
	2016-00000682		11/04/2016	salaries		\$329,672.99				
445	11/04/2016	Open			Accounts Payable	Village of Brookfield	\$11,704.17			
	Invoice		Date	Description		Amount				
	2016-00000683		11/04/2016	FICA/Medicare		\$11,704.17				
446	11/04/2016	Open			Accounts Payable	Village of Brookfield	\$65.71			
	Invoice		Date	Description		Amount				
	2016-00000684		11/04/2016	SUI		\$65.71				
Type EFT Totals:							4 Transactions	\$399,689.98		

PFC - PUBLIC FUND CHECKING Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	140	\$1,387,830.79	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	140	\$1,387,830.79	\$0.00
EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	4	\$399,689.98	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	4	\$399,689.98	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	144	\$1,787,520.77	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Corporate Warrant-11/14/2016

From Payment Date: 10/25/2016 - To Payment Date: 11/14/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Grand Totals:					Total		144	\$1,787,520.77	\$0.00
Checks			Status	Count	Transaction Amount		Reconciled Amount		
			Open	140	\$1,387,830.79		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Stopped	0	\$0.00		\$0.00		
			Total	140	\$1,387,830.79		\$0.00		
EFTs			Status	Count	Transaction Amount		Reconciled Amount		
			Open	4	\$399,689.98		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Total	4	\$399,689.98		\$0.00		
All			Status	Count	Transaction Amount		Reconciled Amount		
			Open	144	\$1,787,520.77		\$0.00		
			Reconciled	0	\$0.00		\$0.00		
			Voided	0	\$0.00		\$0.00		
			Stopped	0	\$0.00		\$0.00		
			Total	144	\$1,787,520.77		\$0.00		

ORDINANCE NO. 2016-56

**AN ORDINANCE AMENDING SECTION 36-74 ENTITLED "DEFINITIONS"
OF DIVISION 2 ENTITLED "DAMAGE TO VILLAGE PROPERTY" OF ARTICLE III
ENTITLED "OFFENSES AGAINST PROPERTY" OF CHAPTER 36 ENTITLED
"OFFENSES AND NUISANCES" OF THE CODE OF ORDINANCES, VILLAGE OF
BROOKFIELD, ILLINOIS, AMENDING THE DEFINITION OF A MINOR**

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THE 14th DAY OF NOVEMBER 2016

Published in pamphlet form
authority of the Corporate Authorities
of the Village of Brookfield, Illinois,
this 14th day of November 2016

ORDINANCE NO. 2016-56

AN ORDINANCE AMENDING SECTION 36-74 ENTITLED "DEFINITIONS" OF DIVISION 2 ENTITLED "DAMAGE TO VILLAGE PROPERTY" OF ARTICLE III ENTITLED "OFFENSES AGAINST PROPERTY" OF CHAPTER 36 ENTITLED "OFFENSES AND NUISANCES" OF THE CODE OF ORDINANCES, VILLAGE OF BROOKFIELD, ILLINOIS, AMENDING THE DEFINITION OF A MINOR

WHEREAS, the village of Brookfield is authorized by Section 5-125 of the Juvenile Court Act of 1987 (705 ILCS 405/5-125) to prosecute any minor alleged to have violated a municipal ordinance, and, if found guilty, may be punished under the ordinance without reference to procedures set out in the Juvenile Court Act of 1987;

WHEREAS, Section 5-105(3) of the Juvenile Court Act of 1987, at 705 ILCS 405/5-105(3), defines a delinquent minor as any minor who prior to his or her 18th birthday has violated or attempted to violate, any federal, state, county or municipal law or ordinance;

WHEREAS, Section 36-74, as amended by Ordinance No. 2012-39, of the Code of Ordinances, Village of Brookfield, Illinois, provides that a minor is a person who is above the age of 11 years, but not yet 19 years of age;

WHEREAS, the Corporate Authorities of the village of Brookfield deem it to be in the interests of the Village and its residents to change the definition of a "Minor" in Section 36.74 entitled "Definitions" of Division 2, entitled "Damage to Village Property, of Article III, entitled "Offenses Against Property" of Chapter 36, entitled "Offenses and Nuisances" of the Code of Ordinances, Village of Brookfield, Illinois, to reflect the age for prosecution of a minor delineated in Section 5-105(3) of the Juvenile Court Act of 1987 at 705 ILCS 405/5-105(3);

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

SECTION 1: The foregoing preambles are incorporated in this Section as if fully stated herein.

SECTION 2: Section 36.74 entitled "Definitions" of Division 2, entitled "Damage to Village Property, of Article III, entitled "Offenses Against Property" of Chapter 36, entitled "Offenses and Nuisances" of the Village of Brookfield Code of Ordinances is hereby amended to read in its entirety as follows:

Sec. 36-74. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Damage to village property means any harm or destruction to any village property, whether partial or total, regardless of the manner in which the damage occurred.

Legal guardian means a person appointed guardian, or given custody, of a minor by a circuit court of the state, but does not include a person appointed guardian, or given custody, of a minor under the Juvenile Court Act of 1987, 705 ILCS 405/1-1 *et seq.*

Minor means a person who was not yet 18 years of age at the time any offense was committed.

Responsible party means the person who caused the damage, which shall be determined without consideration of contributing or intervening factors or actions of another.

Village property means and includes all property owned by the village, including, but not limited to, traffic-control devices; street lights and street light poles; fire hydrants; median dividers and median strips, with or without vegetation, and median planters; parkways, with or without vegetation; sidewalks, streets and curbs; fences and gates; signs; municipal vehicles; municipal buildings and appurtenances thereto; and municipal equipment.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 14th day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 57

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS, APPROVING A TAX INCREMENT REDEVELOPMENT
PLAN AND REDEVELOPMENT PROJECT FOR THE
8 CORNERS REDEVELOPMENT PROJECT AREA**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF NOVEMBER, 2016.

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois this 14th day
of November, 2016.

ORDINANCE NO. 2016 -57

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS, APPROVING A TAX INCREMENT REDEVELOPMENT
PLAN AND REDEVELOPMENT PROJECT FOR THE
8 CORNERS REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Brookfield, Cook County, Illinois (the "Village"), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan and Project") within the municipal boundaries of the Village and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this Ordinance, which Area constitutes in the aggregate more than one and one-half acres; and

WHEREAS, pursuant to Section 11-74.4-5 of the Act, the President and Board of Trustees of the Village (the "Corporate Authorities") called and conducted a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for on September 12, 2016; and

WHEREAS, due notice with respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Illinois Department of Commerce and Economic Opportunity (f.k.a. Department of Commerce and Community Affairs of the State of Illinois) by certified mail on July 1, 2016, by publication on August 17, 2016 and August 24, 2016 and by certified mail to taxpayers within the Area on August 19, 2016 and August 23, 2016; and

WHEREAS, on or about August 1, 2016, notice was provided by mail to all residential addresses that, after a good faith effort, the Village determined were located within 750 feet of the Area; and

WHEREAS, the Village did heretofore convene a Joint Review Board as required by and in all respects in compliance with the provisions of the Act; and

WHEREAS, the Joint Review Board met on July 20, 2016 to review the public record, planning documents and proposed ordinances approving the Plan and Project and consider whether the Plan and Project and Area satisfy the requirements of the Act; and

WHEREAS, on July 20, 2016, the Joint Review Board considered and approved a resolution recommending approval of the Plan and Project and the designation of the Area by the Village; and

WHEREAS, the Plan and Project set forth the factors that caused the proposed Area to qualify as a "conservation area" and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies and are generally informed of the conditions in the proposed Area that have caused the proposed Area to qualify as a "conservation area" as defined in the Act; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the redevelopment of the Area pursuant to the Plan and Project; and

WHEREAS, the Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Village as a whole to determine whether the proposed Plan and Project conforms to the comprehensive plan of the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. Findings. That the Corporate Authorities hereby make the following findings:

a. The Area is legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. Conditions exist which cause the Area to be subject to designation as a redevelopment project area under the Act and to be classified as a "conservation area" and as defined in the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan and Project.

d. The Plan and Project conform to the comprehensive plan for the development of the Village as a whole.

e. As set forth in the Plan and Project it is anticipated that the redevelopment of the Area will be completed within twenty-three (23) years after the Area is designated and that all obligations incurred to finance redevelopment project costs, if any, as defined in the Plan and Project shall be retired not later than December 31 of the year in which payment to the municipal treasurer is made with respect to ad valorem taxes levied in the 23rd calendar year after the year in which this Ordinance approving the Plan and Project is adopted by the Corporate Authorities.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon that will be substantially benefited by the proposed redevelopment of the Area pursuant to the Plan and Project are included in the proposed Area.

g. The implementation of the Plan and Project will not result in the displacement of residents from 10 or more inhabited residential dwelling units.

h. The Area does not contain 75 or more inhabited residential dwelling units.

Section 2. Plan and Project Approved. That the Plan and Project, which were the subject matter of the public hearing held September 12, 2016 are hereby adopted

and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

Section 3. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 4. Superseder and Effective Date. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

ADOPTED this 14th day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT A

Proposed 8 Corners TIF District - Legal Description

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD

IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG

SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 19 IN BLOCK 2 OF SAID PORTIA MANOR SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SOUTHWESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN CLARK AND JOHNSON'S RESUBDIVISION OF LOTS 24 AND 25 IN SAID BLOCK 2 IN PORTIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1948 AS DOCUMENT NO. 14426614; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 36 IN BLOCK 53 OF S.E. GROSS' FIRST ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1889 AS DOCUMENT NO. 1134257; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 36 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF GRAND BOULEVARD IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWEST CORNER OF LOT 37 IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 53, SAID CORNER ALSO BEING A POINT ON SAID SOUTHWESTERLY LINE OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 16 IN SAID BLOCK 53;

THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

General Street Location

The proposed Redevelopment Project Area is generally described as a contiguous area generally bounded by Monroe Avenue to the north, Madison Avenue to the west, Lincoln Avenue to the south and Park Avenue to the east and includes all adjacent rights of ways.

EXHIBIT C

Boundary Map



Eight Corners TIF District
Brookfield, IL

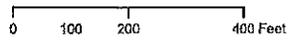
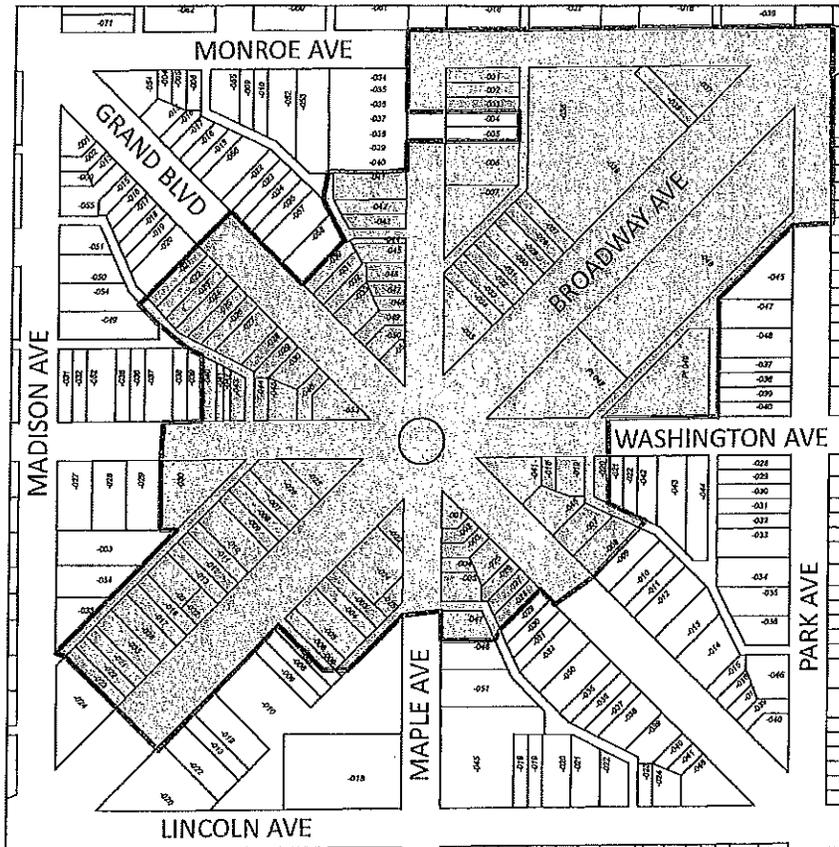


EXHIBIT D
Redevelopment Plan and Project

Draft dated November 1, 2016

VILLAGE OF BROOKFIELD, ILLINOIS
REDEVELOPMENT PLAN AND PROJECT
8 CORNERS TIF DISTRICT

Jointly Prepared by:

Village of Brookfield, Illinois

and

Kane, McKenna and Associates, Inc.

November 2016

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EXHIBITS

Exhibit 1	-	Boundary Map
Exhibit 2	-	Legal Description
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I. INTRODUCTION

The Village of Brookfield is located approximately 13 miles west of downtown Chicago in Cook County, Illinois. Brookfield is an established inner-ring suburb of Chicago of approximately 3.1 square miles. The Village has convenient access to and from the City of Chicago, and is home to three Metra stations along the Burlington Northern/Santa Fe railway, which provides service to the City of Chicago (east), City of Naperville (west), and City of Aurora (west).

The 8 Corners Redevelopment Project Area (RPA or Project Area) is located in the central portion of the Village of Brookfield, in an area that has a diverse mix of commercial, retail, residential, and office uses, many of which uses can be classified as "neighborhood commercial". The 8 Corners intersection is comprised of Grand Boulevard, Maple Avenue, Broadway Avenue, and Washington Avenue, which meet at an intersection that includes a landscaped roundabout. The roundabout plays an important role in creating an active economic corridor by providing a welcoming aesthetic feature and provides for slower vehicle speeds as they pass through the area. The 8 Corners Area has higher traffic counts than other local areas as a result of Maple Avenue connecting Brookfield to both its northern neighbors and the Eisenhower Expressway (I-290).

In the surrounding area, the most common housing type is single-family homes, and the concentration of residences in the immediate area surrounding the 8 Corners intersection make it a popular area for shopping. The majority of the commercial buildings in the Project Area are predominantly older one-story buildings with large storefront windows and are built up to the street. The RPA is generally bounded by Monroe Avenue to the north, Madison Avenue to the west, Lincoln Avenue to the south, and Park Avenue to the east. The RPA consists of approximately 97 tax parcels.

The Area is a significant contributor to the Village's tax base, and the economic success and viability of the commercial areas remains a top priority for the Village. The area was identified in the Village of Brookfield *2020 Master Plan* (2004) as a key focus area and one primed for potential growth. Specifically, the RPA is identified in the 8 Corners Subarea (2004) section of the *2020 Master Plan* as an area that could be subject to redevelopment in the near future.

A. The Redevelopment Plan

The Village recognizes the need for implementation of a strategy to revitalize existing properties within the boundaries of the RPA and to stimulate and enhance private development. Private investment attraction and redevelopment of properties are key components of the strategy. The needed private investment may only be possible if tax increment financing (TIF) is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the "Act") Illinois Compiled Statutes, Chapter 65, Section 5/11-74.4-1 et seq., as amended. Incremental property tax revenue generated by redevelopment activities will play a decisive role in encouraging private redevelopment. Site conditions that may have precluded intensive private investment in the past will be eliminated. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts which encompass the area in the form of a significantly expanded tax base.

As part of the Village's Comprehensive Plan, the redevelopment of the 8 Corners area is identified as a priority for the Village. Please refer to Table 1 below.

Table 1
Provisions of the 2020 Master Plan Relating to the 8 Corners Business District

- "Promote new commercial development and redevelopment within select locations, primarily along Ogden Avenue, 31st Street, 47th Street and within the Village's pedestrian areas including the 8 Corners area and the Downtown.
- Revitalize the 8 Corners area and the Downtown/Brookfield Metra Station area as the Village's primary mixed-use pedestrian environments.
- Encourage new residential development along Broadway and Maple Avenues. As many stated during the public process, the commercial streets in the 8 Corners appear empty and unwelcoming at night. Increasing the number of residential units through the addition of mixed-use buildings and new residential buildings will make the area more active both during the day and at night. New residential buildings should be appropriately located along these streets so as not to create large gaps in the flow of commercial and retail businesses."

Source: Village of Brookfield 2020 Master Plan, pages 19-20, 91

The designation of the area as a Redevelopment Project Area will allow the Village to address area deficiencies including (but not limited to):

- Providing viable uses/redevelopment for the property located within the RPA;
- Redevelop the properties in conformance with Village standards;
- Coordinate assembly or consolidation of properties for redevelopment activities;
- Providing infrastructure that is adequate in relation to Village redevelopment plans;
- Provision of ingress and egress requirements that satisfy area circulation, parking and connections to major arterials;
- Entering into redevelopment agreements in order to include the redevelopment of property and/or to induce new development to locate within the RPA; and
- Improving area appearance through landscape, streetscape and signage programs.

A map of the RPA boundaries is included in Exhibit 1 and is a part of this Redevelopment Plan and Project. The area on the whole would not reasonably be anticipated to be redeveloped in a coordinated manner without the adoption of a Redevelopment Plan and Project. The Village, with the assistance of Kane, McKenna and Associates, Inc. has commissioned this Redevelopment Plan and Project to use tax increment financing in order to address local needs and to meet redevelopment goals and objectives.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment, the RPA will become a more viable area that will attract private investment. The public investment will assist in the redevelopment of the area with private capital and provide for increased valuation of the property.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the Redevelopment Plan and Project. Also pursuant to the Act, the area is not less in the aggregate than 1½ acres.

Through this Redevelopment Plan and Project, the Village will serve as the central force for marshaling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the Village and all the taxing districts which encompass the RPA in the form

of a stabilized and expanded tax base and creation of new employment and investment opportunities within the Village as a result of new private redevelopment in the area.

B. Findings Pursuant to the TIF Act.

It is found and declared by the Village, through legislative actions as required by the Act, that:

- in order to promote and protect the health, safety, and welfare of the public, that certain conditions that have adversely affected redevelopment within the RPA need to be addressed, and that redevelopment of such areas must be undertaken; and, to alleviate the existing adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas. Public/private partnerships are determined to be necessary in order to achieve redevelopment goals. Without the redevelopment focus and resources provided under the Act, the redevelopment goals of the Village would not reasonably be expected to be achieved.
- the use of incremental tax revenues derived from the tax rates of various taxing districts in the Redevelopment Project Area for the payment of redevelopment project costs is of benefit to the taxing districts. This is because these taxing districts whose jurisdictions are included in the Redevelopment Project Area would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment.
- in connection to the process required for the adoption of this Redevelopment Plan and Project pursuant to 65 ILCS Section 5/11-74.4.3(n)(5) of the Act, that this Redevelopment Plan and Project will not result in the displacement of 10 or more inhabited residential units. Therefore, this Redevelopment Plan and Project does not include a housing impact study.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA.

Redevelopment of the RPA is tenable only if a portion of the improvements and other TIF eligible costs are funded by TIF revenues.

II. REDEVELOPMENT PROJECT AREA LEGAL DESCRIPTION

The Redevelopment Project Area legal description is attached in Exhibit 2.

*Redevelopment Plan and Project – 8 Corners TIF District
Village of Brookfield, Illinois*

III. REDEVELOPMENT PROJECT AREA GOALS AND OBJECTIVES

The following goals and objectives are presented for the RPA in conformance with the Village's 2020 Master Plan (the Village's comprehensive land use plan) as adopted in 2004, as amended.

A. General Goals of the Village

The 2020 Master Plan identifies the following policies that are associated with Village development and planning issues:

Table 2
2020 Master Plan Statement of Development Goals

<p>The following general goals have been developed as a "guiding framework" directing future change in the community:</p> <ul style="list-style-type: none">A) Achieve a balanced pattern of development in the community that provides for well designed, compatible and economically sustainable business, employment, and residential areas.B) Create and maintain a physically distinctive and high-quality community environment through efforts that preserve the existing quality of life, character, and heritage of the Village, while anticipating change and progress in the future.C) Forge and maintain strong public and private partnerships to capitalize upon and coordinate all resources and assets the community has to offer in carrying out plans, policies and programs.D) Establish a process for the regular review and update of the 2020 Master Plan."
--

Source: Page 17-18, *2020 Master Plan*, Village of Brookfield

B. Specific Objectives for the RPA

- A) Promote the redevelopment of underutilized property located within the RPA.
- B) Provide for the assembly or coordination of property for viable redevelopment projects.

*Redevelopment Plan and Project – 8 Corners TIF District
Village of Brookfield, Illinois*

- C) Improve existing roads and right-of-ways, including the coordination of parking improvements, if needed.
- D) Provide for the necessary site preparation, grading, and demolition (if necessary) of property located within the RPA.
- E) Coordinate redevelopment activities within the RPA in a manner that conforms with the fiscal and economic development policies of the Village.

C. **General Redevelopment Objectives**

The purpose of the RPA designation will allow the Village to:

- A) Assist in coordinating redevelopment activities within the RPA in order to provide a positive marketplace signal, including coordination of property assemblage;
- B) Reduce or eliminate negative factors as more fully described in the TIF Eligibility Report;
- C) Accomplish redevelopment over a reasonable time period;
- D) Provide for high quality development within the RPA;
- E) Provide for an attractive overall appearance of the area; and
- F) Return underutilized property to productive use.

Overall, the implementation of the Redevelopment Plan and Project will contribute to the economic development of the area. Further, the implementation of the RPA is expected to provide new employment opportunities for the community and Village residents.

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH WITHIN THE RPA; ASSESSMENT OF FISCAL IMPACT ON AFFECTED TAXING DISTRICTS

A. Evidence of the Lack of Development and Growth Within the RPA

As found in Exhibit 3 of this Redevelopment Plan and Project, the RPA has suffered from certain impediments to redevelopment. The area has not in recent years benefited from significant private investment and/or development. As a result, the RPA is not likely to gain in value without encouragement by the Village.

The RPA evidences lagging or declining EAV, obsolescence, lack of community planning, deterioration, deleterious land use or layout, and inadequate utilities among other factors.

B. Assessment of Fiscal Impact on Affected Taxing Districts

It is not anticipated that the implementation of this Redevelopment Plan and Project will have a negative financial impact on the affected taxing districts. Instead, actions taken by the Village to stabilize and cause growth of its tax base through the implementation of this Redevelopment Plan and Project will have a positive impact on the affected taxing districts by arresting potential assessed valuation declines.

It is not anticipated that the RPA will require increased services from any affected taxing districts except by the Village. Though strategies will be encouraged to promote growth via private investment within the area, specific objectives are geared to stabilize the RPA's existing strengths and revitalize the RPA's redevelopment potential. Should the Village achieve success in attracting private investment which does result in the need for documented increased services from any taxing districts, the Village will consider the declaration of sufficient surplus funds (which funds are neither expended nor obligated) as provided by the Act, to assist affected taxing districts in paying the costs for the increased services.

Any surplus Special Tax Allocation Funds, to the extent any surplus exists, will be proportionately shared, based on the appropriate tax rates for a given year, with the various taxing districts, including the Village, after all TIF eligible costs either expended or incurred as an obligation by the Village have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the Village as provided by the Act.

School district impacts are expected to be addressed through the utilization of payments provided for by TIF Act related to residential projects assisted by TIF funding.

V. TIF QUALIFICATION FACTORS

A. Findings

The RPA was studied to determine its qualifications under the Tax Increment Allocation Redevelopment Act. It was determined that the area as a whole qualifies as a TIF district as a “conservation area” under Illinois law. Refer to the TIF Eligibility Report (Exhibit 3) which is attached as part of this Plan.

B. Eligibility Report

The RPA was evaluated in October 2015, and continuing to the date of this Redevelopment Plan and Project by representatives of Kane, McKenna and Associates, Inc., (KMA) and Village staff. Analysis was aided by certain reports obtained from the Village and other sources. In KMA’s evaluation, only information was recorded which would directly aid in the determination of eligibility for a TIF district.

VI. HOUSING IMPACT STUDY

The RPA was studied in order to determine if a housing impact study would need to be conducted pursuant to the TIF Act. The Village has found that the area will not displace ten (10) or more residential units and that the RPA contains less than seventy-five (75) inhabited residential units, thus a housing impact study is not required to be completed. If at a later date, the Village does decide to dislocate more than ten (10) units or add seventy-five (75) or more inhabited residential units as part of an amendment, then the Village must complete a housing impact study.

VII. REDEVELOPMENT PROJECT

A. Redevelopment Plan and Project Objectives

The Village proposes to realize its goals and objectives of encouraging the development of the RPA and encouraging private investment through public finance techniques including, but not limited to, Tax Increment Financing:

- 1) By implementing a plan that provides for the attraction of investment to redevelop underutilized property and buildings that are available within the RPA.
- 2) By assisting in the assembly or combination of property acquisition for redevelopment activities.
- 3) By constructing public improvements which may include (if necessary):
 - i. Street and sidewalk improvements
 - ii. Utility improvements (including, but not limited to, water, stormwater sewer, and sanitary sewer projects consisting of construction and rehabilitation)
 - iii. Storm water management
 - iv. Signalization, traffic control and lighting
 - v. Landscaping and beautification
 - vi. Coordinated parking improvements
- 4) By entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of interest rate subsidy as allowed under the Act.
- 5) By providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation as necessary and appropriate.
- 6) By the redevelopment of certain existing buildings through necessary rehabilitation and improvement of structures, if necessary.
- 7) By exploration and review of job training programs in coordination with any Village, federal, state, and county programs.

B. Redevelopment Activities

Pursuant to the foregoing objectives, the Village will implement a coordinated program of actions, including, but not limited to, site preparation, clearance, demolition, provision of public infrastructure and related public improvements.

Land Assembly

Property may be acquired, assembled and reconfigured into appropriate redevelopment sites.

Site Preparation, Clearance, and Demolition

Property within the RPA may be improved through the use of site clearance, excavation, environmental remediation or demolition prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Public Improvements

The Village may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Redevelopment Plan and Project. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including roadways, the extension of water mains as well as sanitary and storm sewer systems and detention related improvements;
- Public parking;
- Storm water management; and
- Beautification, identification markers, landscaping, lighting, streetscape, and signage of public right-of-ways.

Rehabilitation

The Village may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conformance to Village code provisions. Improvements may include exterior and façade related work as well as interior related work.

Interest Rate Write-Down

The Village may enter into agreements with owners/developers whereby a portion of the interest cost of a construction, renovation or rehabilitation project is paid for on

annual basis out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

School Tuition Costs

The Village may fund school tuition costs as provided for by the TIF Act.

Job Training

The Village may assist facilities and enterprises located within the RPA in obtaining job training assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

C. General Land Use Plan

Existing land use generally consists of retail/commercial, single family residential and institutional uses. Existing land uses are shown in Exhibit 4, attached hereto and made a part of this Plan. Exhibit 5, attached hereto and made a part of this Plan designates intended general land uses in the Redevelopment Project Area. The land uses will conform to the *2020 Master Plan*, as amended, of the Village.

D. Additional Design and Control Standards

The appropriate design controls including any Planned Unit Developments, as set forth in the Village's Zoning Ordinance, as amended, shall apply to the RPA.

E. Estimated Redevelopment Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement municipal Redevelopment Project Costs, are expected to substantially exceed such

Redevelopment Project Costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. *Professional Services* - Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, "redevelopment project costs" shall not include lobbying expenses;

1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;

2. *Marketing* - The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;

3. *Property assembly costs* - Including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;

4. *Rehab costs* - Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;

5. *Public works and improvements* - Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;
6. *Job training* - Costs of job training and retraining projects including the costs of "welfare to work" programs implemented by businesses located within the redevelopment project area;
7. *Financing incentives* - Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
8. *Capital costs* - To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;

9. *School-related costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:

- a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by

those housing units that have received tax increment finance assistance under this Act.

- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.
- c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement

otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;

10. *Library costs* - For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed \$120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund.

A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. *Relocation costs* - to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
12. *Payment in lieu of taxes*;
13. *Job training* - Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the Village, are set forth in a written agreement by or among the Village and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;
14. *Interest costs* – for incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 - a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;
 - b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

- c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
- d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
- e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
- f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants.

The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. *Day care* - If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.

The TIF Act prohibits certain costs, including the following:

Construction of privately owned buildings - Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;

Retail displacement - After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

Historic building demolition - No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

VILLAGE OF BROOKFIELD
 8 CORNERS REDEVELOPMENT PROJECT
 ESTIMATED PROJECT COSTS

<u>Redevelopment Cost Items</u>	<u>Estimated Costs^(A)</u>
1. Land Acquisition and Assembly Costs (including relocation costs)	\$1,000,000
2. Utility Improvements (including, but not limited to, water, storm, sanitary sewer, traffic management, and roadway and streetscape improvements)	\$1,500,000
3. Site Preparation and Demolition, including Environmental Remediation	\$1,000,000
4. Rehabilitation of Structures	\$3,000,000
5. Interest Costs Pursuant to the Act	\$500,000
6. Public Improvements, including Parking	\$500,000
7. Planning, Legal, Engineering, Administrative and Other Professional Service Costs	\$250,000
8. School Tuition Costs (as provided for by the TIF Act)	\$750,000
9. Job Training	\$500,000
TOTAL ESTIMATED PROJECT COSTS	<u>\$9,000,000</u>

^(A) All project cost estimates are in year 2016 dollars. In addition to the above stated costs, any bonds issued to finance a phase of the Project may include an amount sufficient to pay customary and reasonable charges associated with the issuance of any obligations as well as to provide for capitalized interest, reasonably required reserves, and annual interest costs. Adjustments to the estimated line item costs above are expected. Each individual project cost will be reevaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of line items set forth above are not intended to place a total limit on the described expenditures as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the total amount of payment for Estimated Project Costs shall not exceed the amount set forth above, as adjusted pursuant to the Act. Adjustments may be made in line items within the total, either increasing or decreasing line item costs for redevelopment.

F. Sources of Funds to Pay Redevelopment Project Costs Eligible Under Illinois TIF Statute

Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from property tax increment revenues, proceeds from municipal obligations, if any, and to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project. The Village may utilize incremental revenues from contiguous TIFs to pay for redevelopment costs within the 8 Corners TIF District and conversely transfer revenues from the 8 Corners TIF to contiguous TIFs, as provided for in the TIF Act.

“Redevelopment Project Costs” specifically contemplate those eligible costs set forth in the Act. The majority of development costs will be privately financed, and TIF or other public sources are to be used, subject to approval by the Village Board, only to leverage and commit private redevelopment activity.

The tax increment revenues which will be used to pay debt service on the municipal obligations, if any, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2015 tax year for the RPA.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the Village may from time to time deem appropriate.

G. Nature and Term of Obligations to be Issued

The Village may issue obligations secured by the tax increment Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the Village by virtue of its powers pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the Village pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years from the date of adoption of the ordinance approving the Redevelopment Project Area. The actual date for such retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer, pursuant to the Act, is to be made with respect to ad valorem taxes levied in the 23rd calendar year, occurring after adoption of the Ordinance which establishes the RPA. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year, may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan and Project, may be declared surplus and shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions, and on such other terms, all as the Village may determine.

H. Most Recent Equalized Assessed Valuation (EAV) of Properties in the Redevelopment Project Area

The most recent estimate of equalized assessed valuation (EAV) for tax year 2014 of the property within the RPA is approximately \$7,817,034 for the RPA. The Boundary Map, Exhibit 2, shows the location of the RPA.

I. Anticipated Equalized Assessed Valuation (EAV)

Upon completion of the anticipated private development of the Redevelopment Project Area over a twenty-three (23) year period, it is estimated that the equalized assessed valuation (EAV) of the property within the Redevelopment Project Area will be approximately \$15,000,000 to \$16,000,000.

VIII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

A. Redevelopment Project

An implementation strategy will be employed with full consideration given to the availability of both public and private funding.

Particular redevelopment projects will begin as soon as the specific private entities have obtained financing approvals for appropriate projects and such uses are conformant with Village zoning and planning requirements. Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site.

Demolition, Site Preparation and Relocation: Existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition and site preparation activities may be necessary for future projects.

Rehabilitation: The Village may assist in the rehabilitation of buildings or site improvements located within the RPA.

Landscaping/Buffering/Streetscaping: The Village may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention facilities may also be undertaken by the Village.

Roadway/Street/Parking Improvements: Widening of existing road improvements and/or vacation of roads may be undertaken by the Village. Certain secondary streets/roads may be extended or constructed. Related sidewalk, curb, gutter, and paving improvements could also be constructed as needed.

Utility services may also be provided or relocated in order to accommodate the renovation or expansion of buildings.

Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

Public Safety Related Infrastructure: Certain public safety improvements including, but not limited to, public signage and streetlights may be constructed or implemented.

Interest Rate Write Down: The Village may fund a portion of interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.

Professional Services: The Village may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The Village may reimburse itself for eligible administrative costs pursuant to the Act.

School Tuition: The Village will fund school tuition as provided for by the TIF Act.

Job Training: Certain job training costs or programs as provided for in the Act may be funded as part of redevelopment activities.

B. Commitment to Fair Employment Practices and Affirmative Action

As part of any Redevelopment Agreement entered into by the Village and any private developers, both will agree to establish and implement an honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the Village. The program will conform to the most recent Village policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will discriminate against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The Village and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs

This Redevelopment Plan and Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the year of adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year that the ordinance approving the RPA is adopted.

IX. PROVISIONS FOR AMENDING THE TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

*Redevelopment Plan and Project – 8 Corners TIF District
Village of Brookfield, Illinois*

EXHIBIT 1
BOUNDARY MAP



Eight Corners TIF District Brookfield, IL

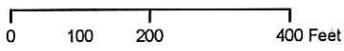
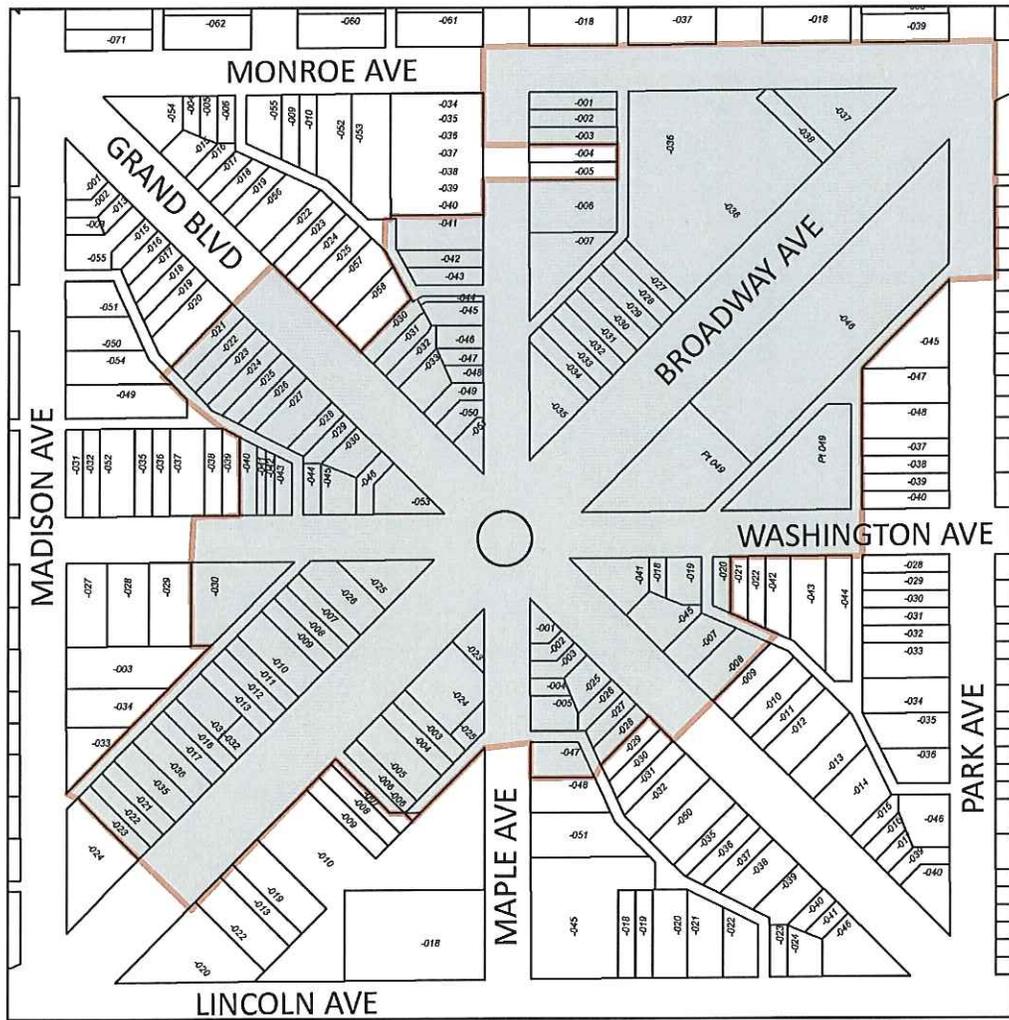


EXHIBIT 2
LEGAL DESCRIPTION

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF

Code department:Economic Development:8 Corners TIF:Reports, Deliverables:Draft for JRB:Christopher Burke - Legal Description 4.11.16.docx

LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG SAID SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH

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THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 19 IN BLOCK 2 OF SAID PORTIA MANOR SUBDIVISION; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION, SOUTHWESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF TO A POINT ON THE NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN SAID BLOCK 2; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTHEAST CORNER OF LOT 1 IN CLARK AND JOHNSON'S RESUBDIVISION OF LOTS 24 AND 25 IN SAID BLOCK 2 IN PORTIA MANOR, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1948 AS DOCUMENT NO. 14426614; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 1 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 1 AND THE NORTHERLY EXTENSION THEREOF TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF LOT 36 IN BLOCK 53 OF S.E. GROSS' FIRST ADDITION TO GROSSDALE, BEING A SUBDIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1889 AS DOCUMENT NO. 1134257; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 36 TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHWESTERLY OF GRAND BOULEVARD IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWEST CORNER OF LOT 37 IN SAID BLOCK 53; THENCE NORTHWESTERLY ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 48 IN SAID BLOCK 53, SAID CORNER ALSO BEING A POINT ON SAID SOUTHWESTERLY LINE OF THE NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE NORTHWESTERLY LINE OF LOT 16 IN SAID BLOCK 53; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY

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RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT 3
TIF ELIGIBILITY REPORT

Draft dated November 1, 2016

**VILLAGE OF BROOKFIELD, ILLINOIS
ELIGIBILITY REPORT
8 CORNERS TIF DISTRICT**

A study to determine whether all or a portion of an area located in the Village of Brookfield qualifies as a "conservation area" as set forth in the definition in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended.

Jointly Prepared by:

Village of Brookfield, Illinois

and

Kane, McKenna and Associates, Inc.

November 2016

VILLAGE OF BROOKFIELD, ILLINOIS
ELIGIBILITY REPORT
EIGHT CORNERS TAX INCREMENT FINANCE DISTRICT

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Appendix A: Tax Parcels for RPA
Appendix B: Boundary Map of RPA

EXECUTIVE SUMMARY

Kane, McKenna and Associates, Inc. (KMA) has been retained by the Village of Brookfield (the "Village") to conduct an analysis of the qualification of a certain area for the establishment of the Eight Corners Tax Increment Finance (TIF) District. The Village is pursuing the creation of the Eight Corners TIF District to promote the revitalization of under-utilized properties located within the Village and the overall improvement of the Eight Corners area.

In the context of planning for the establishment of the Eight Corners Tax Increment Financing District (the "TIF District," the "TIF," "Redevelopment Project Area," or "RPA"), the Village has initiated the study of parcels within the Eight Corners area to determine whether they qualify separately or in aggregate under the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et seq., as amended (the "TIF Act" or "Act") for inclusion in the creation of the TIF District. KMA agreed to undertake the study of the RPA together with the Village staff.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the potential qualification of the RPA:

- 1) *The area qualifies as a "conservation area"* – The RPA qualifies as a "conservation area" as defined under the TIF Act. The area in aggregate is in danger of declining toward a blighted condition due to factors identified in this report which the area generally suffers from. These conditions prevent or threaten healthy economic and physical development of the area. The TIF Act states that an area may only qualify as a "conservation area" if 50% or more of the structures are 35 years or older. 45 of the 56 structures or 80% are over 35 years of age, and certain statutory factors pertaining to a conservation area are present. Thus the RPA meets the statutory criteria for consideration as a "conservation area."
- 2) *The current conditions impede redevelopment* – The existence of certain conditions found within the RPA present a barrier to the area's successful redevelopment. The current conditions in the RPA are impediments to redevelopment, creating an environment where it is reasonable to assume redevelopment would not take place "but for" the use of the TIF Act. The factors present negatively impact coordinated and substantial private sector investment in the overall area. Without the use of Village planning and economic development resources to mitigate such factors, potential redevelopment projects (along with other activities that require private sector investment) are not likely to be economically feasible.
- 3) *Viable redevelopment sites could produce incremental revenue* – Within the RPA, there are several parcels which potentially could be redeveloped and thereby produce incremental property tax revenue. Such revenue, used in combination with other Village resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the RPA.

4) *TIF designation is recommended* – To mitigate “conservation area” conditions, promote private sector investment, and foster the economic viability of the RPA, KMA recommends that the Village proceed with the formal TIF designation process for the entire area.

There are approximately 23 residential units in the proposed RPA; however the Village will certify that it will not dislocate 10 or more residential units. Therefore, a housing impact study pursuant to the TIF Act will not be conducted by the Village.

I. INTRODUCTION AND BACKGROUND

The Village of Brookfield is located approximately 13 miles west of downtown Chicago in Cook County, Illinois. Brookfield is an established inner-ring suburb of Chicago of approximately 3.1 square miles. The Village has convenient access to and from the City of Chicago, and is home to three Metra stations along the Burlington Northern/Santa Fe railway, which provides service to the City of Chicago (east), City of Naperville (west), and City of Aurora (west).

The RPA is located in the central portion of the Village of Brookfield, in an area that has a diverse mix of commercial, retail, residential, and office uses, many of which uses can be classified as "neighborhood commercial". The Eight Corners intersection is comprised of Grand Boulevard, Maple Avenue, Broadway Avenue, and Washington Avenue, which meet at an intersection that includes a landscaped roundabout. The roundabout plays an important role in creating an active economic corridor by providing a welcoming aesthetic feature and provides for slower vehicle speeds as they pass through the area. The Eight Corners Area has higher traffic counts than other local areas as a result of Maple Avenue connecting Brookfield to both its northern neighbors and the Eisenhower Expressway (I-290).

In the surrounding area, the most common housing type is single-family homes, and the concentration of residences in the immediate area surrounding the Eight Corners Intersection make it a popular area for shopping. The majority of the commercial buildings in the Project Area are predominantly older one-story buildings with large storefront windows and are built up to the street. The RPA is generally bounded by Monroe Avenue to the north, Madison Avenue to the west, Lincoln Avenue to the south, and Park Avenue to the east. The RPA consists of approximately 97 tax parcels. Please see Appendix A for a list of the proposed parcels for inclusion in the TIF District.

The Area is a significant contributor to the Village's tax base, and the economic success and viability of the commercial areas remains a top priority for the Village. The area was identified in the Village of *Brookfield 2020 Master Plan (2004)* as a key focus area and one primed for potential growth. The RPA is identified in the *Eight Corners Subarea (2004)* section of the *2020 Comprehensive Plan* as an area that could be subject to redevelopment in the near future.

Objectives - The Village's has several economic development objectives which would be fulfilled by the establishment of a TIF District.

Table 1

Redevelopment Objectives
<ul style="list-style-type: none">• Promote a healthy and mutually reinforcing mix of commercial, retail, restaurant, entertainment, and multi-family uses within the Eight Corners Area• Prioritize appropriate redevelopment that enhances the pedestrian scale and “small town” charm of the Village Center, particularly to the Eight Corners Area• Enhance the economic viability and productivity of the Village’s arterial street corridors as primary commercial activity areas

Source: Village of Brookfield 2020 Master Plan (2004)

Given the Village's objectives as well as the conditions described in this report, the Village has made a determination that it is highly desirable to promote the redevelopment of the under-utilized areas of the proposed RPA. Without an implementation plan for redevelopment, Village officials believe adverse conditions will worsen. The Village intends to create and implement such a plan in order to restore, stabilize, and increase the economic base associated with the RPA, which will not only benefit the community as a whole but also generate additional tax revenues to support municipal services.

Determination of the “But For” - The Village has determined that planned redevelopment for the RPA is feasible only with public finance assistance. The creation and utilization of a TIF redevelopment plan and redevelopment agreements are intended by the Village to help provide the assistance required to eliminate conditions detrimental to successful redevelopment of the RPA and to improve the tax base and job creation within the Village.

TIF Mechanism - The use of TIF relies upon induced private redevelopment in the RPA to create higher real estate values that would otherwise decline without such investment. By doing so, it would result in increased property taxes compared to the previous land use (and/or absence of use). In this way, the existing tax base for all tax districts would be protected and a portion of future increased taxes pledged to attract the requisite private investment.

Current Land Use - Land uses include residential, commercial, and mixed-uses. The area is predominantly zoned for residential and commercial uses. Despite its advantageous location, zoning, and historical success as an area of economic activity, certain parcels in the area are underutilized and face challenges due to changing spatial needs for development and changing standards for mixed-use, commercial and residential uses. The creation of a TIF District in this area would provide the Village with the opportunity of bringing new development to an area that has become underutilized and has exhibited several impediments to redevelopment, including age.

The RPA suffers from a variety of economic development impediments identified in the TIF Act. Specifically, it experiences lagging or declining equalized assessed valuations (EAV), lack of community planning, deleterious land use or layout, obsolescence, deterioration, and inadequate utilities. Section V of this report identifies other impediments to redevelopment.

General Scope and Methodology - KMA formally began its analysis by conducting a series of meetings and discussions with Village staff starting in July 2015 and continuing up to the date of this report's issuance. The purpose of the meetings was to establish boundaries for initial analysis and to gather data related to the qualification criteria for parcels included in the RPA. These meetings were complemented by a series of field surveys for the entire area to evaluate the condition of the proposed TIF. KMA made numerous site visits to the area to examine the parcels and the conditions. KMA also utilized the *Village of Brookfield 2020 Master Plan* (2004) in addition to other Village reports.

For the purpose of the study, properties within the RPA were examined in the context of the TIF Act governing improved areas (separate provisions of the Act address non-improved or vacant areas). The qualification factors discussed in this report qualify the area as a "conservation area," as the term is defined pursuant to the TIF Act.

During the course of its work, KMA reported to, and was assisted by, key Village staff its findings regarding TIF qualification and feasibility prospects for the area. Based on these findings the Village (a) made refinements to the RPA boundaries and (b) directed KMA to complete this report and to move forward with the preparation of a Redevelopment Plan and Project for the RPA.

For additional information about KMA's data collection and evaluation methods, refer to Section IV of this report.

II. QUALIFICATION CRITERIA

With the active assistance of Village staff, Kane, McKenna and Associates, Inc. assessed the RPA to determine the presence or absence of qualifying factors listed in the TIF Act. The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a RPA/Redevelopment Project Area. By definition, a Redevelopment Project Area is:

"An area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted areas and conservation areas."

Under the Act, "conservation area" means any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality where certain conditions are met, as identified below.

TIF Qualification Factors for a "Conservation Area"- In accordance with the Illinois TIF Act, KMA performed a two-step assessment to determine if the RPA would qualify as a "conservation area." First, KMA analyzed the threshold factor of age to determine if 50% or more of structures were 35 years of age or older.

If a proposed "conservation area" meets the age threshold, then the following factors are examined to determine TIF qualification:

If a "*conservation area*," industrial, commercial and residential buildings or improvements are detrimental to the public safety, health or welfare because of a combination of three or more of the following factors, each of which is (i) present, with that presence documented to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part of the Redevelopment Project Area:

(A) **Dilapidation:** An advanced state of disrepair or neglect of necessary repairs to the primary structural components of building or improvements in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

(B) **Obsolescence:** The condition or process of falling into disuse. Structures become ill-suited for the original use.

(C) Deterioration: With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters, downspouts, and fascia. With respect to surface improvements, that the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas evidence deterioration, including, but limited to, surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces.

(D) Presence of Structures Below Minimum Code Standards: All structures that do not meet the standards of zoning, subdivision, building, fire and other governmental codes applicable to property, but not including housing and property maintenance codes.

(E) Illegal Use of Individual Structures: The use of structures in violation of applicable federal, State, or local laws, exclusive of those applicable to the presence of structures below minimum code standards.

(F) Excessive Vacancies: The presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

(G) Lack of Ventilation, Light, or Sanitary Facilities: The absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke or other noxious airborne materials. Inadequate natural light and ventilation means the absence of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refers to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

(H) Inadequate Utilities: Underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

(I) Excessive Land Coverage and Overcrowding of Structures and Community Facilities: The over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking or inadequate provision for loading service.

(J) Deleterious Land-Use or Layout: The existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses are considered to be noxious, offensive or unsuitable for the surrounding area.

(K) Environmental Clean-Up: The proposed Redevelopment Project Area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for (or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for) the clean-up of hazardous waste, hazardous substances or underground storage tanks required by State or federal law. Any such remediation costs would constitute a material impediment to the development or redevelopment of the Redevelopment Project Area.

(L) Lack of Community Planning: The proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning.

(M) Lagging or Declining EAV: The total equalized assessed value (EAV) of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated, or is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, for which information is available or increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated.

III. THE REDEVELOPMENT PROJECT AREA

The RPA contains approximately 97 tax parcels located within the boundaries of the planned project area. The Area consists primarily of multi-family residential homes, mixed-use and commercial/retail uses throughout. There are a limited number of single-family homes in the Project Area as well.

The RPA contains improved land designated primarily for residential and commercial purposes. The area's potential for redevelopment is challenged due to the fact that certain structures are older and prohibitive/unsuitable land-use layouts. The coordination of traffic improvements, parking, mixed uses, and infrastructure provision also requires Village participation. As a result, the Village is (a) actively working to identify underperforming and underutilized parcels and sites and (b) coordinating with property owners/developers to promote their redevelopment, encouraging parcel assembly where appropriate in order to provide larger development opportunities.

In the 2004 Master Plan, the Village identifies economic development as a top priority and Tax Increment Financing as a possible tool for encouraging redevelopment. The Comprehensive Plan also identifies sections of the RPA as important investment areas for the Village's future growth and redevelopment. The RPA is included in what was identified as the *Eight Corners Subarea* in the Village's planning document (*Brookfield 2020 Master Plan*), and plays an integral role in meeting the Village's Economic Development objectives.

IV. METHODOLOGY OF EVALUATION

The RPA was examined to assess the applicability of the different factors required for qualification for TIF designation under the Act. KMA collected data from the Village and Cook County which was used to determine relevance and severity of conditions compared against the statutory factors. Land and buildings within the RPA were examined to determine the applicability of the 13 different factors for qualification for TIF designation under the Act. The following steps were undertaken in this process:

- 1) Site visits to the RPA were undertaken by representatives from the Village and KMA. Such visits required the area to be walked multiple times by the same team while taking notes, filling out site surveys and taking photographs. The purpose of these site visits included parcel counts, address matches, current land uses, building conditions, lot conditions, and traffic flow. KMA documented the area's conditions through site surveys, notes and photography. Site surveys were completed for each parcel within the RPA.
- 2) To determine if the area qualified as a "conservation area" the age of the buildings were ascertained by matching site surveys to Cook County tax and building records.
- 3) KMA conducted evaluations of exterior structures and associated site improvements, noting such conditions relevant to the qualifying factors on the site surveys.
- 4) KMA reviewed the 2009-2014 tax information from Cook County, parcel tax maps, site data, local history (discussions with Village staff) for an evaluation of area-wide factors that have affected the area's development to determine the presence of qualifying factors.
- 5) KMA performed EAV trend analysis to ascertain whether EAV growth in the RPA underperformed relative to EAV growth in the balance of the Village and the Consumer Price Index-All Urban Consumers.

V. QUALIFICATION FINDINGS FOR RPA

Based upon KMA's evaluation of parcels in the RPA and analysis of each of the eligibility factors summarized in Section II, the following factors are presented to support qualification of the RPA as a "conservation area." These factors are summarized in Table 2 below. These factors are found to be clearly present and reasonably distributed throughout the RPA, as required under the Act.

Table 2
Summary of Conservation Area Findings

Maximum Possible Factors per Statute	Minimum Factors Needed to Qualify per Statute	Qualifying Factors Present in RPA
13	3	6 <ul style="list-style-type: none"> • Lagging or Declining EAV • Obsolescence • Lack of Community Planning • Deterioration • Deleterious Land Use or Layout • Inadequate Utilities

Note: In addition to 6 qualifying factors above, the RPA meets the statutory age threshold that 50% or more of the structures are 35 years or older.

CONSERVATION AREA FACTORS

Finding as a "Conservation Area"- The RPA is found to qualify as a "conservation area" under the statutory criteria set forth in the TIF Act. As indicated in Section II, KMA performed an area-wide assessment, finding that 50% or more of structures within the "conservation area" were over 35 years of age. Based upon Cook County Assessor and site survey data, 45 of 56 structures or 80% were over 35 years in age, please see Table 3 below.

Table 3
Conservation Area Structures

Conservation Area Findings	
Total Number of Structures in RPA	56
Total Number of Structures 35 years+	45
Percentage of Structures 35 years+	80%

THRESHOLD FACTOR

Age

Based upon KMA site surveys, Village and Cook County data, approximately eighty percent (80%) of the structures were found to be thirty-five (35) years of age or greater.

OTHER CONSERVATION AREA FACTORS (MUST INCLUDE THREE OR MORE ADDITIONAL FACTORS)

- 1) **Lagging or Declining EAV:** This factor is present when one of three conditions is present: (1) If the total equalized assessed value (EAV) of the proposed Redevelopment Project Area has declined for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated; or (2) is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years; or (3) is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for three (3) of the last five (5) calendar years prior to the year in which the Redevelopment Project Area is designated. The RPA need only meet one of these measurements to qualify. Please see Table 3 on below for further detail.

The RPA's EAV has declined for five (5) of the last five (5) years, and has increased at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) calendar years, The RPA's EAV also lagged behind the CPI-U (Consumer Price Index-All Urban Consumers) for five (5) of the last five (5) five years. Just one of these quantitative measurements would qualify for this category under the TIF Act but the RPA's qualification under all three categories highlights its particular challenge in maintaining growth since 2009.

Table 4: Village EAV Trends

	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>	<u>2010</u>	<u>2009</u>
Total Area EAV	7,817,034	7,905,457	8,276,151	9,165,152	10,803,665	11,488,621
EAV % Change	-1.12%	-4.48%	-9.70%	-15.17%	-5.96%	
Total Village EAV	340,065,226	360,599,223	382,214,818	416,041,325	485,312,370	473,006,330
Balance of Village EAV	332,248,192	352,693,766	373,938,667	407,776,173	474,508,705	461,517,709
EAV % Change	-5.80%	-5.68%	-8.30%	-14.06%	2.81%	
CPI	1.60%	1.50%	2.10%	3.20%	1.60%	-0.40%

- 2) Obsolescence: The Act states that obsolescence is the condition or process of falling into disuse or structures that have become ill-suited for their original use. The area exhibits both economic and functional obsolescence. The RPA exhibits area-wide obsolescence in terms of insufficient investment and redevelopment for attracting new tenants.

The onset of obsolescence can be measured through qualitative and quantitative means. Building age, EAV, deterioration in buildings and lots, traffic flows, infrastructure and vacancy rates can signify obsolescence as proxies. By these measures the RPA is exhibiting obsolescence. In general the RPA has seen a substantial loss in value in the last five years and between tax years 2014 and 2009, the area wide valuation fell 32%. In the previous findings, the RPA's advanced building age and lagging EAV issues have all been identified.

From a qualitative standpoint the Village has identified through its planning documents the limitations to the RPA which are associated with obsolescence. The *Brookfield 2020 Master Plan* describes the presence of obsolescence in the Eight Corners area by suggesting "*Despite the unique street configurations and the variety of commercial services, many of the pedestrian pathways are unrewarding and the area appears inactive, especially at night*". Additionally, due to the original design of several avenues within the RPA, there exist significant ingress/egress issues with pedestrian and commercial vehicles alike. As mentioned earlier, there exists parking in the median along Broadway Avenue throughout the study Area, which inhibits steady traffic flow and places pedestrians in shared pathways with traffic (i.e., there is not a clear spatial delineation on Broadway between right-of-way used for parking along the center/median and right-of-way used for transit).

Additionally, many of the structures exhibit design features or components that are either outdated in relation to market conditions or non-conforming with aspects of original area use. As a result, The *Brookfield 2020 Master Plan* states that "several of the buildings within the area have undergone renovations that diminished their original character and traditional design elements", further contributing to a lack of conformity among buildings and uses, and detracting from the area's consumer appeal (e.g., buildings retrofitted for new uses that replaced the original outmoded use for the building). Other signage, façade and exterior treatments, and site improvements in many cases are "dated" and appear outmoded in relation to newer properties. (It should be noted that these findings in the *2020 Master Plan* identified 11 years ago are still present.) Deterioration of site improvements or building components also contributes to the outmoded or "tired" appearance of many structures and facilities.

Overall, the physical restrictions of the outdated buildings, the traffic flow limitations and presence of older buildings have resulted in fewer opportunities for area industrial/retailer/commercial establishments to remain competitive in comparison to alternative locations. This puts pressure on the remaining tenants to seek opportunities elsewhere. As a result, these functional and economic factors in aggregate establish a case for the qualification of the area for the obsolescence factor.

- 3) Lack of Community Planning: The Act states that if the proposed Redevelopment Project Area was developed prior to or without the benefit or guidance of a community plan the factor is present. This factor must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards or other evidence demonstrating an absence of effective community planning. The first municipal plan governing land use - the zoning ordinance - was adopted in 1964, and the de facto comprehensive plan (the *2020 Master Plan*) was adopted in 2004. By contrast, the majority of the RPA was already developed by the time modern land use planning processes were put into effect. In the RPA, 37 of the 56 buildings or 66% were built before 1964. Refer to Table 5 below for further detail.

Table 5 – Structure Age

Existing Structures Pre-Comp Plan	
Total Number of Buildings in RPA	56
Total Number of buildings which pre-date 1964 Zoning Ordinance	37
Percentage of Buildings pre-date Comp Plan	66%

In addition to the historical land use inadequacies, there are certain impediments to future redevelopment. In particular, parcels are of inadequate shape and size to meet contemporary development standards. For example, attracting modern retailers would necessitate the assembly of parcels to create a larger “footprint” for redevelopment, greater depth, and the requisite space for the efficient, safe routing of vehicular traffic. This would be consistent with one of the Village’s *2020 Master Plan* strategies, which specifies that the municipality should “encourage parcels assembly within redevelopment areas to facilitate larger-scale commercial development” and provides several corresponding schematic designs for carrying out the strategy. (It is useful to compare the smaller, inadequately sized parcels in the 8 Corners area with the three newly constructed buildings on Ogden Avenue that follow the principals laid out in the *2020 Master Plan*; these uses include Dunkin Donuts, Sherwin Williams and Advance Auto.) Collectively, these indicators all reinforce the fact that the area was developed without benefit of a modern, comprehensive community plan.

There also exist safety concerns regarding the inadequate and adverse street layout of the central roundabout at the Eight Corners intersection. The *Brookfield 2020 Master Plan* details that “if a pedestrian were to use the crosswalks along the perimeter of the circular intersection, his or her journey would almost entirely be in pathways shared with vehicles”. As a result, there lacks coordinated pedestrian circulation, which further exacerbates traffic issues previously identified in the area.

Village of Brookfield Police Department have verified that the roundabout intersection has witnessed an unusually high frequency of accidents in recent years, with over 32 accidents occurring at the intersections since 2011. Located within the immediate walking distance of the Eight Corners intersection is a local middle school, which at times, discharges high volumes of students into area, causing additional traffic and safety concerns for pedestrians and vehicles alike.

Additional concerns include an area-wide lack of buffering between residential and commercial areas within the RPA. Lack of buffering between uses is particularly apparent on the 3400 block of Maple Avenue and the 3500 block of Grand/Maple, where there are several commercial uses neighboring single-family residential uses.

Although these factors are present, this is not to say that improvements did not take place over the years, but that they were implemented without the guidance of an updated and modern master plan directed toward long-term benefit for the RPA. A lack of such efforts has contributed to the evolution of factors currently present within the RPA. Such deficiencies reflect the historical piece-meal, uncoordinated development that occurred within the proposed Project Area, and further support the area qualifying under the factor regarding Lack of Community Planning.

- 4) Deterioration: The Act defines deterioration as the physical decline of surface improvements, primary building components, and secondary buildings components such as doors, windows, porches or gutters. With respect to surface improvements, deterioration is determined by the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas (including but not limited to surface cracking, crumbling, potholes, depressions, loose paving material and weeds protruding through paved surfaces).

In the RPA, deterioration was observed throughout many of the parcels and structures, primarily among surface improvements. Parking lots adjacent to both vacant and occupied structures have widespread cracking as well as potholes and depressions. Because parking lots constitute a large percentage of overall land use in the RPA, the poorly maintained lots have a negative aesthetic impact on the area.

There are several vacant buildings throughout the RPA that evidence significant structural deterioration. As a primary example, the previous Brookfield Bowl and Lounge building on the 3400 block of Maple Avenue has remained vacant for several years and has (as one of the largest buildings in the 8 Corners TIF District) a negative impact on the area's physical aesthetics. KMA site visits documented severe interior and structural deterioration along with deterioration of surface improvements. Without the use of Tax Increment Financing, the ability to yield redevelopment and investment in properties of this nature is greatly diminished and/or unrealistic.

Deterioration is present in the secondary building components as well. This can be evidenced in the deterioration of doors, windows, gutters, and fasciae. Furthermore, some buildings exhibit deterioration in the brickwork and have exhibited the need for new tuck-pointing. Secondary evidence of deterioration was observed throughout several residential and commercial areas in the RPA. Secondary deterioration, particularly in commercial properties diminishes the attractiveness of storefronts and retail areas, which when coupled with unrewarding pedestrian pathways, reflects an unattractive commercial environment for pedestrians and consumers.

- 5) Deleterious Land Use or Layout: The act states that deleterious land use and layout occurs with the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses or uses are considered to be noxious, offensive or unsuitable for the surrounding area.

The RPA suffers from a number of issues which in aggregate create its land use and layout deficiencies.

Incompatible Land Use Relationships

The Eight Corners Area presents several instances of incompatible land use relationships that qualify the Deleterious Land Use or Layout factor to be present within the RPA. In particular, the 3400 block of Maple Avenue is comprised of several non-complementary uses: multi-family, vacant commercial, enclosed storage, a gas station, and retail commercial uses. Additionally, on the opposite side of Maple Avenue for the same block, there exist commercial, single-family, and multi-family land uses, along with instances of single-family uses being converted into commercial uses. Such a land use layout is not consistent with conventional planning standards, locates high-intensity uses with low-intensity uses, and overall creates a pervasive "disharmony" of uses within the area. These incompatibilities are further exacerbated by an area-wide lack of buffering or transitional space between competing land uses. Such inconsistent and piecemeal land uses creates undesirable parcel assembly for future development opportunities.

Conflicting Modes of Transportation –Unsuitable/Inappropriate Uses

As a result of historical land use inadequacies throughout the RPA, there exist issues with pedestrian safety and conflicting modes of transportation. Often, pedestrians and automobiles are in direct conflict and neither have a clearly designated path to their destinations. According to Village documents, many pathways in Project Area are designated as “unrewarding,” which presents an unwelcoming environment for pedestrians and discourages patrons and activity in the commercial area. For example, the First National Bank building on Broadway and Washington Ave, was not designed for a pedestrian oriented area, but was designed as single use building with minimal setback and little transparency.

Furthermore, the “layout” of a rotary or traffic circle located at the center of the TIF District itself exacerbates transportation issues. In part, this is due to the fact that (a) rotaries are nearly non-existent in greater Chicago (so drivers are not accustomed to using them), (b) four roads rather than two roads converge at the circle, and (c) the limited traffic configuration of the site. The current rotary layout lacks wide lanes, ample signage, and a clear configuration or path for the motorist to travel, all of which are necessary in more modern and contemporary traffic circle design.

- 6) Inadequate Utilities: This factor is present if underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines and gas, telephone and electric services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the Redevelopment Project Area; (ii) deteriorated, antiquated, obsolete or in disrepair; or (iii) lacking within the Redevelopment Project Area.

After consultation with Village Staff regarding the proposed Project Area qualification, Edwin Hancock Engineering Co. was asked by the Village to evaluate the current state of existing utilities throughout the proposed Area. The September 2015 report detailed several areas of concern, and are listed as follows:

Combined Sewer System

The majority of Project Area is serviced by existing combined sewers, which typically consist of clay pipes ranging in size from four (4”) to twelve (12”) inches in diameter and were the original combined sewers installed when the area was developed. The combined sewer system currently lacks the capacity to transport most rain events and this inadequacy often results in basement and on-street flooding. Additionally, the sewers are over 75 years old and are reaching the end of their useful life. Such issues reflect the insufficient capacity of the existing sewer system to serve the uses in the Project Area, as determined by independent engineering reports.

Water System

The existing water main system within the CBD area consists of cast iron pipes ranging in size from twelve (12") to twenty-four (24") inches in diameter and were the original water mains installed when the area was developed. The water mains are over 75 years old and are reaching the end of their useful life. Depending on the types and sizes of future developments in this area, some of the 4" and 6" water mains may need replacement in order to provide adequate fire flow to the new developments.

Stormwater Management Facilities

The properties included in the proposed Project area were developed prior to the establishment of stormwater management regulations and as a result, do not include stormwater management facilities. This conflicts with current Village and Metropolitan Water Reclamation District of Greater Chicago (MWRD) requirements and is therefore evidenced as currently lacking within the proposed Project Area. Further, stormwater management facilities will be required for all commercial property improvements and developments that exceed 1,500 square feet of improvement.

The aforementioned inadequacies relating to public utilities provide further evidence to confirm that the area is ill-suited to support existing and future development.

VI. SUMMARY OF FINDINGS / GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the Village's potential designation of the RPA.

1. The area is contiguous and is greater than 1½ acres in size;
2. The proposed RPA will qualify as a "conservation area." Further, the conservation area factors found in the RPA are present to a meaningful extent and are distributed throughout the area. A more detailed analysis of the qualification findings is outlined in Section V of this report;
3. All property in the area would substantially benefit by the proposed redevelopment project improvements;
4. The sound growth of taxing districts applicable to the area, including the Village, has been impaired by the factors found present in the area; and
5. The area would not be subject to redevelopment without the investment of public funds, including incremental property tax revenue.

In the judgment of KMA, these findings provide the Village with sufficient justification to consider designation of the RPA.

APPENDIX A
Tax Parcels for RPA

Brookfield-Eight Corners TIF
PIN List

	PIN
1	15-34-130-021-0000
2	15-34-130-022-0000
3	15-34-130-023-0000
4	15-34-130-024-0000
5	15-34-130-025-0000
6	15-34-130-026-0000
7	15-34-130-027-0000
8	15-34-130-028-0000
9	15-34-130-029-0000
10	15-34-130-030-0000
11	15-34-130-044-0000
12	15-34-130-045-0000
13	15-34-130-048-0000
14	15-34-130-053-0000
15	15-34-131-031-0000
16	15-34-131-031-0000
17	15-34-131-032-0000
18	15-34-131-033-0000
19	15-34-131-046-0000
20	15-34-131-047-0000
21	15-34-131-048-0000
22	15-34-131-049-0000
23	15-34-131-042-0000
24	15-34-131-043-0000
25	15-34-131-044-0000
26	15-34-131-045-0000
27	15-34-131-050-0000
28	15-34-131-051-0000
29	15-34-221-001-0000
30	15-34-221-002-0000
31	15-34-221-003-0000
32	15-34-221-005-0000
33	15-34-221-007-0000
34	15-34-221-027-0000
35	15-34-221-028-0000
36	15-34-221-029-0000
37	15-34-221-030-0000
38	15-34-221-031-0000
39	15-34-221-032-0000
40	15-34-221-033-0000
41	15-34-221-034-0000
42	15-34-221-035-0000
43	15-34-221-036-0000
44	15-34-221-037-0000
45	15-34-221-038-0000
46	15-34-222-049-0000
47	15-34-222-046-0000
48	15-34-306-007-0000
49	15-34-306-008-0000
50	15-34-306-009-0000
51	15-34-306-010-0000
52	15-34-306-011-0000
53	15-34-306-012-0000
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62	15-34-306-030-0000
63	15-34-306-031-0000
64	15-34-306-032-0000
65	15-34-306-035-0000
66	15-34-306-036-0000
67	15-34-307-003-0000
68	15-34-307-004-0000
69	15-34-307-005-0000
70	15-34-307-008-0000
71	15-34-307-023-0000
72	15-34-307-024-0000*
73	15-34-307-025-0000
74	15-34-307-026-1001*
75	15-34-307-028-1002*
76	15-34-307-028-1003*
77	15-34-307-028-1004*
78	15-34-400-007-0000
79	15-34-400-008-0000
80	15-34-400-009-0000
81	15-34-400-018-0000
82	15-34-400-019-0000
83	15-34-400-041-0000
84	15-34-400-045-0000
85	15-34-407-001-0000
86	15-34-407-002-0000
87	15-34-407-003-0000
88	15-34-407-004-0000
89	15-34-407-005-0000
90	15-34-407-025-0000
91	15-34-407-026-0000
92	15-34-407-027-0000
93	15-34-407-028-0000
94	15-34-407-029-0000
95	15-34-407-047-0000
96	15-34-407-048-0000

PIN List 5.16.16.xlsx

APPENDIX B
Boundary Map of RPA



Eight Corners TIF District Brookfield, IL

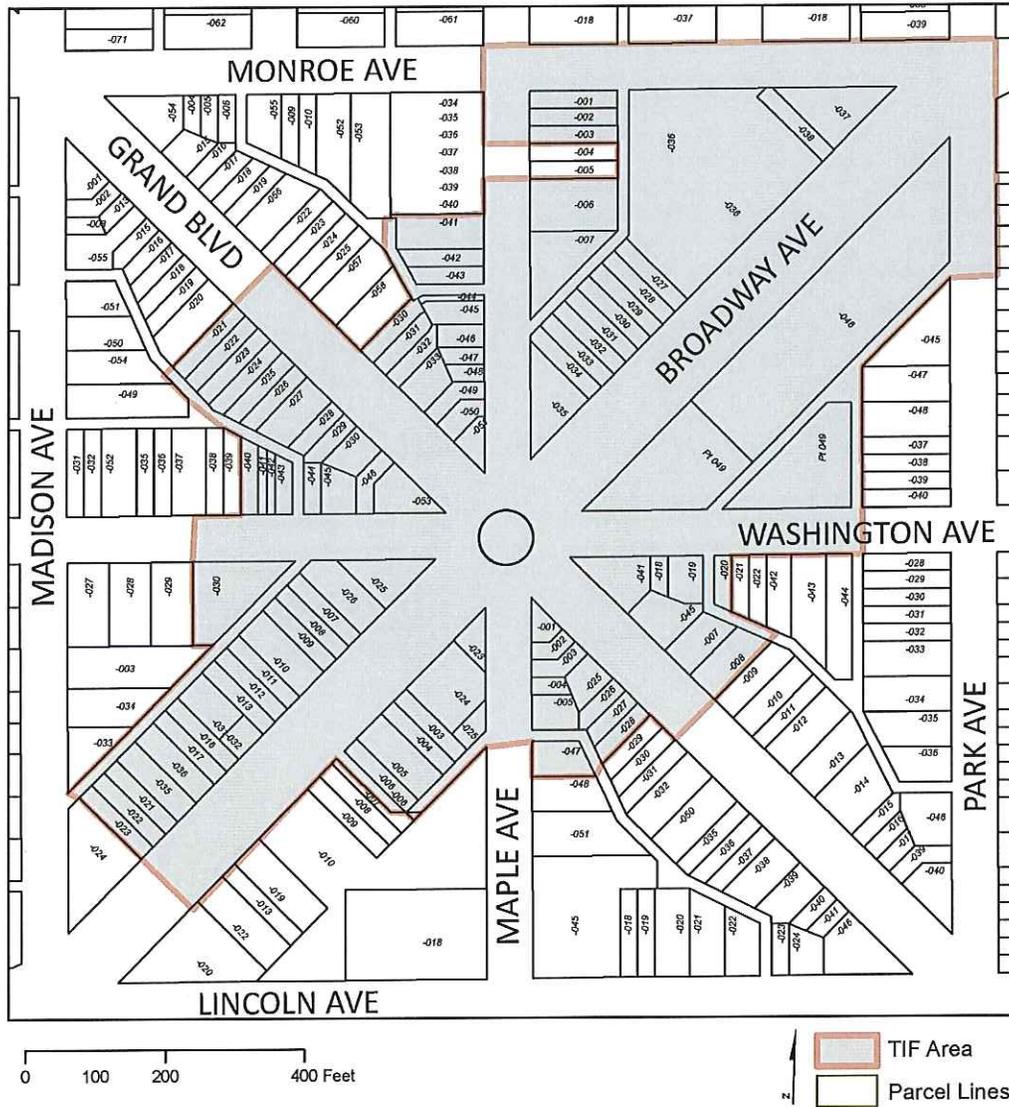


EXHIBIT 4
EXISTING LAND USE MAP



Eight Corners TIF District Brookfield, IL Existing Land Uses

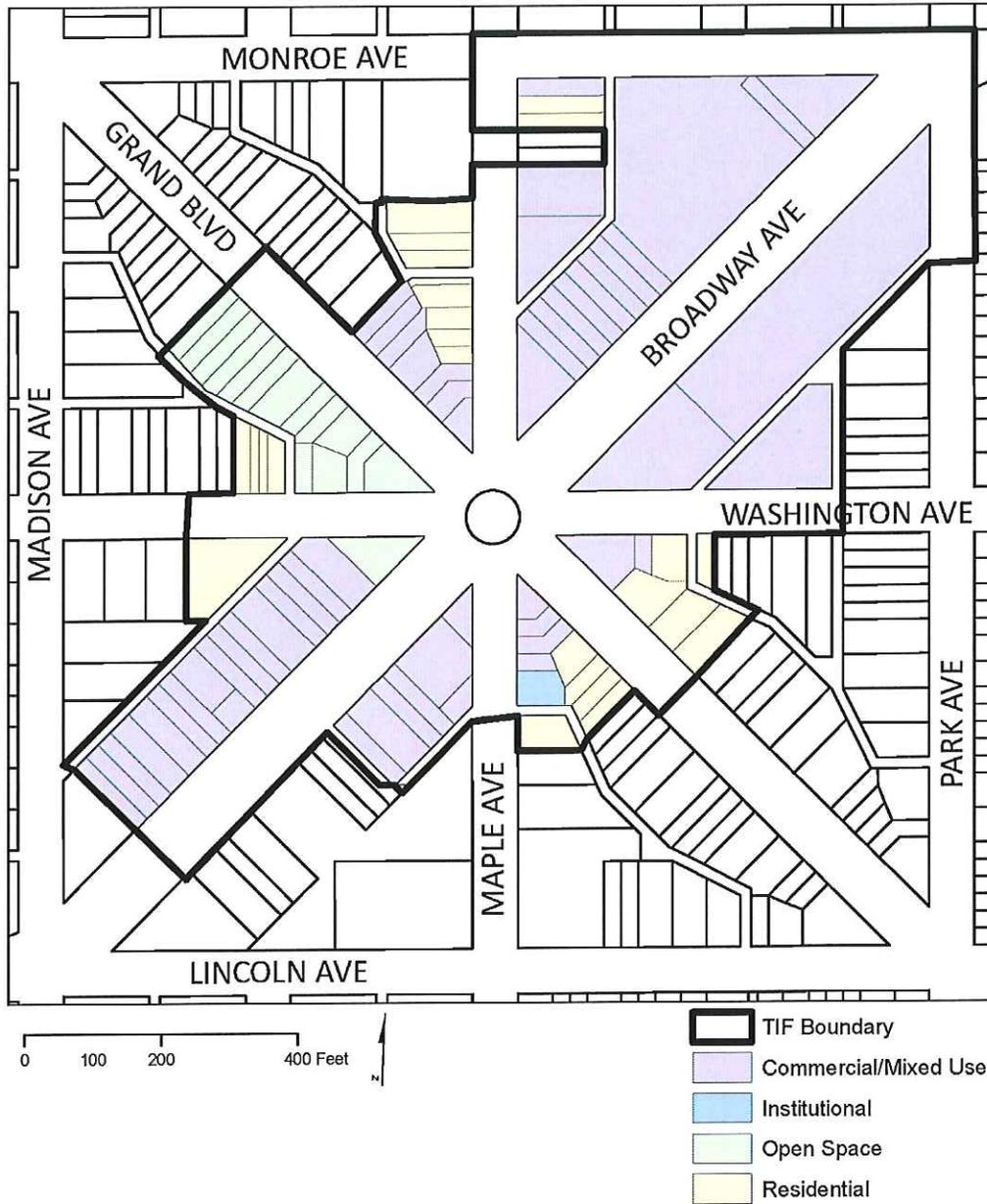
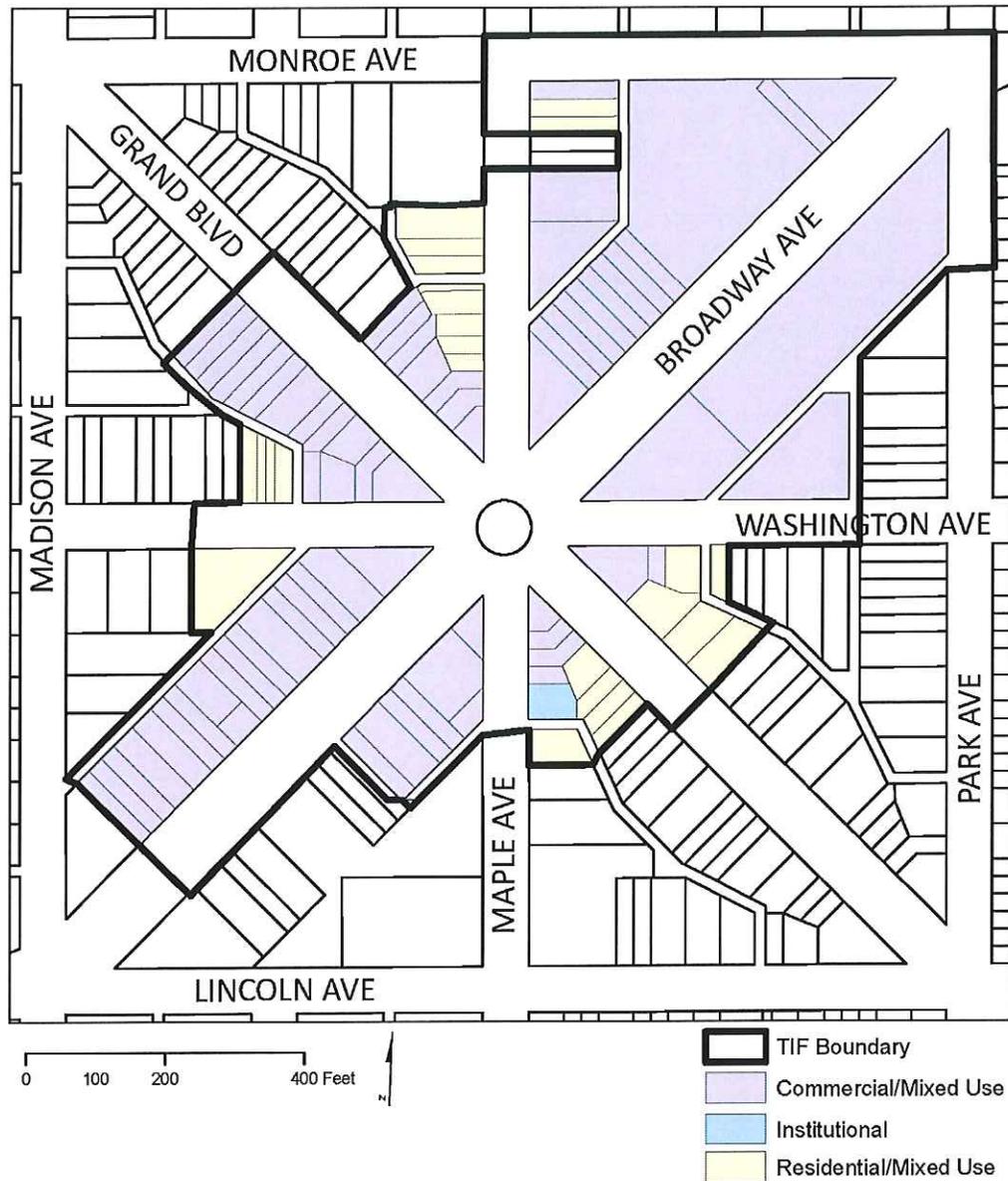


EXHIBIT 5
PROPOSED LAND USE MAP



Eight Corners TIF District Brookfield, IL Proposed Land Uses



ORDINANCE NO. 2016 - 58

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS,
DESIGNATING THE 8 CORNERS REDEVELOPMENT PROJECT AREA OF SAID
VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX
INCREMENT ALLOCATION REDEVELOPMENT ACT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF NOVEMBER, 2016.

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois this 14th day
of November, 2016.

ORDINANCE NO.2016 -58

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD, COOK COUNTY, ILLINOIS,
DESIGNATING THE 8 CORNERS REDEVELOPMENT PROJECT AREA OF SAID
VILLAGE A REDEVELOPMENT PROJECT AREA PURSUANT TO THE TAX
INCREMENT ALLOCATION REDEVELOPMENT ACT**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Brookfield, Cook County, Illinois (the "Village"), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan and Project") within the municipal boundaries of the Village and within a proposed redevelopment project area (the "Area") described in Section 1 of this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village ("the Corporate Authorities") have heretofore by ordinance approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on September 12, 2016, and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. Area Designated. That the Area, as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act.

The general street location for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Invalidity of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

[The rest of this page intentionally left blank]

Section 3. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

ADOPTED this 14th day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT A

Proposed 8 Corners TIF District - Legal Description

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD

IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG

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THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY EXTENSION, NORTHWESTERLY LINE AND THE NORTHEASTERLY EXTENSION THEREOF TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND BOULEVARD; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE TO THE SOUTHWESTERLY CORNER OF LOT 24 IN BLOCK 36 IN SAID S.E. GROSS' FIRST ADDITION TO GROSSDALE; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 24 TO THE NORTHWESTERLY CORNER OF SAID LOT 24, SAID CORNER ALSO BEING A POINT ON THE SOUTHWESTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 36; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTHWESTERLY CORNER OF LOT 27 IN SAID BLOCK 36; THENCE NORTH ALONG A LINE TO THE SOUTHEAST CORNER OF LOT 54 IN SAID BLOCK 36, SAID POINT ALSO BEING A POINT ON THE WEST LINE OF A VACATED NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF MAPLE AVENUE IN SAID BLOCK 36; THENCE EAST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 54, TO A POINT ON THE CENTERLINE OF SAID VACATED NORTH-SOUTH 16 FOOT ALLEY; THENCE NORTH ALONG SAID CENTERLINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 8 IN SAID BLOCK 36; THENCE EAST ALONG SAID WESTERLY EXTENSION AND SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID CORNER ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 31 IN BLOCK 22 OF SAID BROOKFIELD MANOR SUBDIVISION; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 31 TO THE NORTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE WEST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING EAST OF MAPLE AVENUE IN SAID BLOCK 22; THENCE NORTH ALONG SAID WEST LINE TO THE SOUTHEAST CORNER OF LOT 34 IN SAID BLOCK 22; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

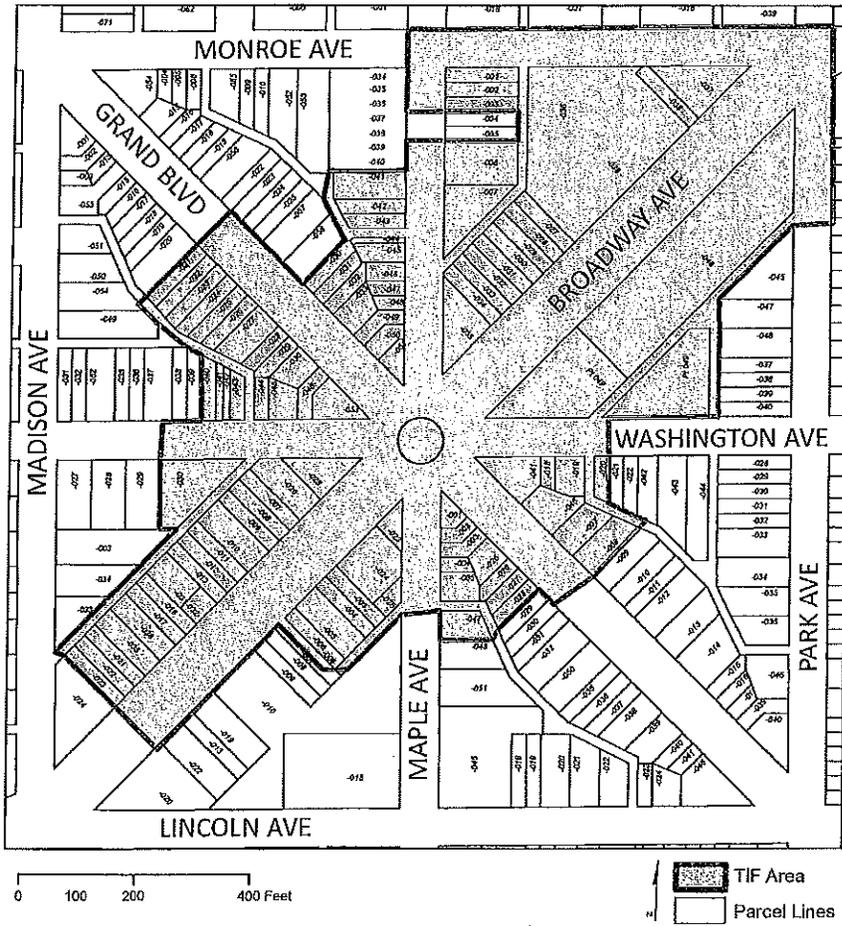
General Street Location

The proposed Redevelopment Project Area is generally described as a contiguous area generally bounded by Monroe Avenue to the north, Madison Avenue to the west, Lincoln Avenue to the south and Park Avenue to the east and includes all adjacent rights of ways.

EXHIBIT C
Boundary Map



Eight Corners TIF District
Brookfield, IL



ORDINANCE NO. 2016 - 59

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS, ADOPTING TAX INCREMENT
ALLOCATION FINANCING FOR THE 8 CORNERS
REDEVELOPMENT PROJECT AREA**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF NOVEMBER, 2016.

Published in Pamphlet form by
Authority of the Corporate
Authorities of the Village of
Brookfield, Illinois this 14th day
of November, 2016.

ORDINANCE NO. 2016 - 59

**AN ORDINANCE OF THE VILLAGE OF BROOKFIELD,
COOK COUNTY, ILLINOIS, ADOPTING TAX INCREMENT
ALLOCATION FINANCING FOR THE 8 CORNERS
REDEVELOPMENT PROJECT AREA**

WHEREAS, it is desirable and in the best interest of the citizens of the Village of Brookfield, Cook County, Illinois (the "Village"), for the Village to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan and Project") within the municipal boundaries of the Village and within a proposed redevelopment project area (the "Area") described in Section 1 of this Ordinance; and

WHEREAS, the President and Board of Trustees of the Village ("the Corporate Authorities") have heretofore by ordinance approved the Plan and Project and the Area and it is now necessary and desirable to adopt tax increment allocation financing pursuant to the Act.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1. Tax Increment Financing Adopted. That tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and Project within the Area as legally described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The general street location for the Area is described in Exhibit B attached hereto and

incorporated herein as if set out in full by this reference. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

Section 2. Allocation of Ad Valorem Taxes. That pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this Ordinance until the redevelopment project costs incurred and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract, or parcel of real property that is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes that is attributable to the increase in the current equalized assessed valuation of each lot, block, tract, or parcel of real property in the Area shall be allocated to and when collected shall be paid to the Treasurer of the Village of Brookfield, who shall deposit said taxes into a special fund, hereby created, and designated the "8 Corners Redevelopment Project Area Special Tax Allocation Fund" of the Village. Such taxes shall be

used for the purpose of paying redevelopment project costs incurred and obligations incurred in the payment thereof.

Section 3. Invalidation of Any Section. That if any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

[The rest of this page is intentionally left blank]

Section 4. Superseder and Effective Date. That all ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict, and this Ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law

ADOPTED this 14th day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT A

Proposed 8 Corners TIF District - Legal Description

LEGAL DESCRIPTION (BROOKFIELD 8 CORNERS TIF):

THAT PART OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF MAPLE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF MONROE AVENUE; THENCE EAST ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT-OF-WAY LINE TO A POINT OPPOSITE AND ADJACENT TO THE NORTH CORNER OF LOT 41 IN BLOCK 23 OF BROOKFIELD MANOR SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JULY 13, 1914 AS DOCUMENT NUMBER 5455853; THENCE WEST TO SAID NORTH CORNER OF LOT 41, SAID NORTH CORNER ALSO BEING A POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PARK AVENUE AND THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE IN SAID BLOCK 23; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE SOUTHWEST CORNER OF LOT 39 IN SAID BLOCK 23, SAID CORNER ALSO BEING A POINT OF INTERSECTION WITH THE EAST LINE OF A NORTH-SOUTH 16 FOOT ALLEY LYING WEST OF PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WASHINGTON AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHEAST CORNER OF LOT 47 IN BLOCK 7 OF GROSSDALE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 22, 1889 AS DOCUMENT NO. 1119370; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 47 TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY ALLEY LYING NORTHEASTERLY OF GRAND BOULEVARD

IN SAID BLOCK 7; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF LOT 34 IN SAID BLOCK 7; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY EXTENSION, SOUTHEASTERLY LINE AND THE SOUTHWESTERLY EXTENSION THEREOF TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY-LINE OF SAID GRAND BOULEVARD; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE TO THE NORTHEASTERLY CORNER OF LOT 11 IN BLOCK 8 OF SAID GROSSDALE SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT 11 TO THE SOUTHEASTERLY CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF A NORTHWESTERLY-SOUTHEASTERLY 16 FOOT ALLEY LYING SOUTHEASTERLY OF GRAND BOULEVARD IN SAID BLOCK 8; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE TO A POINT THAT IS OPPOSITE AND ADJACENT TO THE SOUTHEAST CORNER OF LOT 53 IN SAID BLOCK 8; THENCE SOUTHWESTERLY ALONG A LINE TO SAID SOUTHEAST CORNER; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 53 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY-LINE OF MAPLE AVENUE; THENCE NORTH ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF A NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY IN BLOCK 1 OF PORTIA MANOR SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 34, ACCORDING TO THE PLAT RECORDED FEBRUARY 6, 1915 AS DOCUMENT NO. 5573274, SAID ALLEY LYING SOUTHEASTERLY OF BROADWAY AVENUE; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF LOT 7 IN SAID BLOCK 1; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION TO A POINT ON THE NORTHWESTERLY LINE OF SAID NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 15 FEET OF LOT 8 IN SAID BLOCK 1, SAID POINT BEING 15 FEET NORTHWESTERLY OF SAID NORTHWESTERLY LINE OF THE NORTHEASTERLY-SOUTHWESTERLY 16 FOOT ALLEY (NOW VACATED) AS MEASURED ALONG

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EXHIBIT B

General Street Location

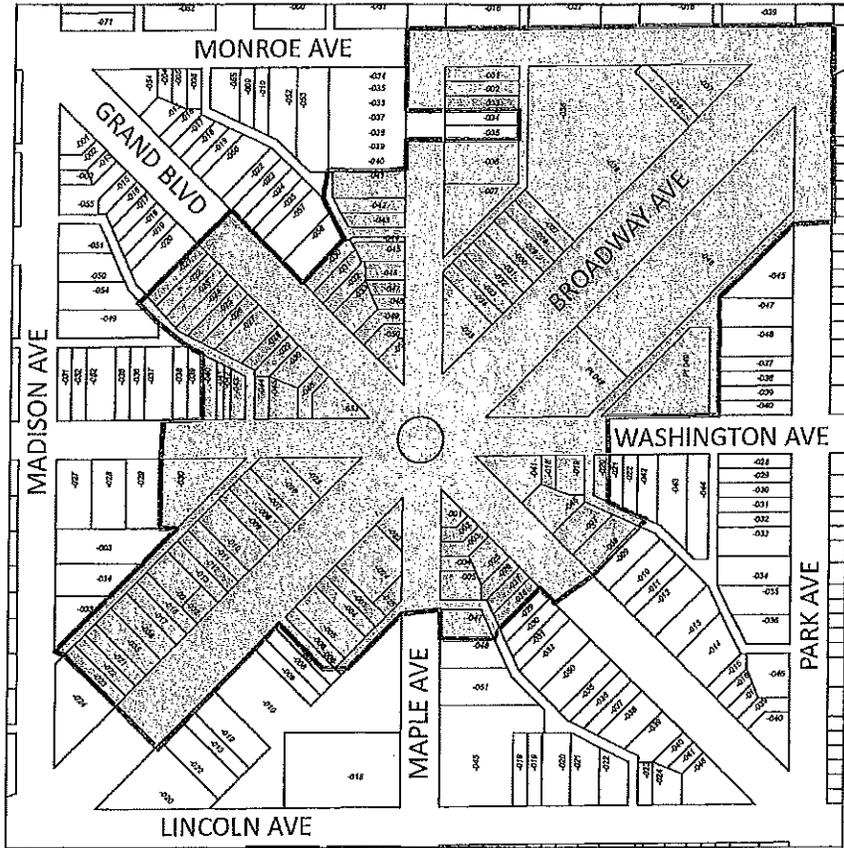
The proposed Redevelopment Project Area is generally described as a contiguous area generally bounded by Monroe Avenue to the north, Madison Avenue to the west, Lincoln Avenue to the south and Park Avenue to the east and includes all adjacent rights of ways.

EXHIBIT C

Boundary Map



Eight Corners TIF District
Brookfield, IL



0 100 200 400 Feet



ORDINANCE NO. 2016 - 60

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A PRELIMINARY
REDEVELOPMENT AGREEMENT BY AND BETWEEN TROUTMAN & DAMS, LLC
AND THE VILLAGE OF BROOKFIELD, ILLINOIS, CONCERNING THE MARKETING
AND REDEVELOPMENT OF A PORTION OF THE OGDEN AVENUE AND
CONGRESS PARK TAX INCREMENT FINANCING DISTRICTS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF NOVEMBER 2016

ORDINANCE NO. 2016-60

AN ORDINANCE AUTHORIZING THE EXECUTION OF A PRELIMINARY REDEVELOPMENT AGREEMENT BY AND BETWEEN TROUTMAN & DAMS, LLC AND THE VILLAGE OF BROOKFIELD, ILLINOIS, CONCERNING THE MARKETING AND REDEVELOPMENT OF A PORTION OF THE OGDEN AVENUE AND CONGRESS PARK TAX INCREMENT FINANCING DISTRICTS

WHEREAS, the Village of Brookfield (the "Village") did heretofore establish the Ogden Avenue Tax Increment Financing District and the Congress Park Tax Increment Financing District (collectively the "TIFs"); and

WHEREAS, it is in the best interest of the Village to designate a real estate developer to assist in marketing and redeveloping a portion of the TIFs (the "Site") described in the Preliminary Redevelopment Agreement, attached hereto and made a part hereof as Exhibit A; and

WHEREAS, due to the professional skills required to market and redevelop real estate it is, in the opinion of a majority of the corporate authorities of the Village of Brookfield, advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and contract for professional services for the marketing and redevelopment of the Site; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Preliminary Redevelopment Agreement with Troutman & Dams, LLC, to provide marketing and redevelopment services for the Site.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The recitals set forth above are incorporated herein by this express reference.

Section 2: It is hereby determined that due to professional skills required to market and redevelop the Site, it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and enter into a Preliminary Redevelopment Agreement with Troutman & Dams, LLC for marketing and redevelopment services for the Site.

Section 3: The President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the Preliminary Redevelopment Agreement with Troutman & Dams, LLC in substantially the form attached hereto as Exhibit "A."

[The rest of this page intentionally left blank]

Section 4: This Ordinance shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 14TH day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

PRELIMINARY REDEVELOPMENT AGREEMENT
WITH
TROUTMAN & DAMS, LLC

PRELIMINARY REDEVELOPMENT AGREEMENT

This PRELIMINARY REDEVELOPMENT AGREEMENT ("**Agreement**"), is made and entered into as of this ____ day of November 2016 (the "**Effective Date**"), by and between, the Village of Brookfield, an Illinois municipal corporation (the "**Village**"), and Troutman & Dams LLC, an Illinois limited liability company (the "**Developer**").

RECITALS

WHEREAS, the Village has undertaken a program for the redevelopment of certain property within the Village, pursuant to the "Tax Increment Allocation Redevelopment Act," 65 ILCS 5/1 1-74.4-1 *et seq.*, as amended (the "Act");

WHEREAS, acting pursuant to the Act and after giving all notices required by law and after conducting all public hearings and meetings required by law, the Village created a Redevelopment Project Area commonly known as the "Ogden Avenue Tax Increment Financing District" and the "Congress Park Tax Increment Financing District" (the "Redevelopment Project Area") by ordinances (i) approving a Redevelopment Plan and Project (the "Redevelopment Plan"), (ii) designating a Redevelopment Project Area, and (iii) adopting Tax Increment Financing;

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to encourage private development that will enhance the local tax base and increase 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, all in the interest of the public health, safety and welfare of the Village and its inhabitants; and the Village and the Developer are authorized to enter into this Agreement pursuant to the Act and other applicable statutory and constitutional authority;

WHEREAS, certain real property located in the Village of Brookfield, Illinois, generally on or in the vicinity of the 9500 block of Ogden Avenue ("**Site A**") and depicted in Exhibit "A" (the "**Property**") is within the Village of Brookfield Ogden Avenue and Congress Park Tax Increment Financing (TIF) Districts, and as such are priority areas for development;

WHEREAS, the Village is the owner of portions of Site A;

WHEREAS, the Village desires to solicit development proposals for the redevelopment of the Property;

WHEREAS, the Village has previously designated the Developer as its exclusive representative with respect to the redevelopment proposals for the Property, and Developer desires to continue such assignment, all subject to the terms and conditions of this Agreement; and

In consideration of the premises and the covenants, agreements and conditions set forth herein, the parties hereto agree as follows:

I. INCORPORATION OF RECITALS AND EXHIBITS.

The statements, representations, covenants and recitations set forth in the foregoing Recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section I. The exhibits referred to in the Recitals and in this Agreement, which are attached to or incorporated into it by textual reference, are incorporated by reference into and made a part of this Agreement as though they were fully set forth in this Section I. The Village and the Developer acknowledge the accuracy and validity of those exhibits.

II. PROPERTY

Site A consists of certain properties on the 9500 block of Ogden Avenue, as depicted in Exhibit A. The Village owns certain parcels on the northeastern corner of the Ogden/Blanchan intersection. The properties are located in the Ogden Avenue and Congress Park TIF Districts.

Those portions of Site A owned by the Village are sometimes referred to herein as the **“Village Property.”**

III. APPOINTMENT AND ACCEPTANCE AS DEVELOPER

The Village hereby renews its appointment of the Developer, and the Developer hereby accepts appointment, as the Village’s exclusive representative for all proposals for the redevelopment of the Property in accordance with and subject to the terms and conditions hereof.

IV. DEVELOPER SCOPE OF SERVICES

A. *Developer Scope of Services*

The Developer shall provide the following scope of services with respect to proposed re-development of the Property:

1) Act as the exclusive developer representing the Village in regards to proposed redevelopment activities at Site A, for the term of this Agreement provided, however, that no conveyance, lease, mortgage, or other disposition of the Village Property or agreement relating to the development of the Village Property shall be made without providing reasonable opportunity for any person to submit alternative proposals or bids and making public disclosure of the terms of the disposition and all bids and proposals made in response to the Village’s request for alternate bids and proposals (**“Preliminary Redevelopment Activities”**). **Such**

Preliminary Redevelopment Activities are separate and distinct from subsequent redevelopment activities that would result in the acquisition, construction and/or occupancy of retail and/or commercial structures with respect to all or any portion of the Property, which such subsequent redevelopment activities would be the subject of one or more separate redevelopment agreements, and shall be outside the scope of this Agreement.

2) Plan and administer required activities related to proposed redevelopment of Site A, subject at all times to the approval of the Village, including, but not limited to, the following:

(a) The Developer, at its sole cost, shall have the right, but not the obligation, to construct a sign on the Village Property located within Site A, each not exceeding four (4) feet by six (6) feet with the intent of attracting interest in the potential acquisition, leasing and/or redevelopment for commercial uses, residential uses, or mixed use purposes of all or any portion of the Property by qualified purchasers, tenants or other end users (collectively, "**Potential Users**"). Each sign shall also be designed to attract comment to the Village from the community on the proposed redevelopment of the Property.

(b) The text of the sign shall reads as follows:

"Future Site for a [define type of user]"

Those interested in our plans or investment contact:

James R. Troutman or Eric G. Dams
Troutman & Dams LLC
1-312-xxx-xxx"

(c) The Developer, at its sole cost, shall have the right, but not the obligation, to run advertisements consistent with the Village's redevelopment objectives for the Property as contained herein in print media, such as, but not limited to, *Crain's Chicago Business* and the *Chicago Tribune*. The Developer may also generate marketing efforts on commercial internet sites and such other outlets as it deems appropriate. The Developer shall deliver advanced copies of all such marketing materials to the Village at least five (5) business days before the publication deadline for each such marketing material. The Village shall have not less than three (3) business days to propose revisions to the text of any such marketing material and provide a copy of the revised marketing material to the Developer. The Developer shall either incorporate such proposed revisions into such marketing material or shall elect not to publish such marketing material.

(d) In the event any Potential User makes contact with the Village with respect to the potential acquisition or redevelopment of all or any portion of the Property, the Village shall direct such Potential User to contact the Developer with respect to such acquisition or redevelopment.

(e) The Developer and the Village shall maintain a reasonably complete log in a consistent form of all contacts made by Potential Users regarding the potential acquisition or

redevelopment of the Property. The Developer and the Village shall share all such information collected on a weekly basis.

3) Diligently pursue development proposals with Potential Users identified by or to Developer, consistent with the Redevelopment Plan of the Village of Brookfield Ogden Avenue and Congress Park TIF Districts, the TIF Act and in accordance with the terms and conditions set forth herein; provided, however, that the Village shall be entitled to commence, conduct and/or terminate negotiations, or such portions thereof, as it elects in its sole and absolute discretion, with respect to the sale and redevelopment of any Village Property located within Site A. It is acknowledged that the Developer may pursue redevelopment proposals for Site A as well as adjacent parcels, in order to attract economically beneficial proposals that would benefit the Ogden Avenue and Congress Park TIF District.

The Developer agrees to keep the Village fully and timely apprised of the status of all such proposals. All draft and final sales and redevelopment contracts, including exhibits, if any, with respect to all or any portion of the Village Property shall be approved by the Village, in its sole discretion. Developer shall not have the authority to execute any contracts for the sale and redevelopment of the Village Property, or any other document which is binding on Village, without the prior written consent of the Village and solicitation of alternate proposals as required pursuant to the Act. Notwithstanding anything contained herein to the contrary, the Village hereby reserves the right to accept, modify or reject any offer to sell the Village Property or to redevelop the Village Property if any of the terms or conditions of said proposals with respect to the Village Property are not satisfactory to Village for any reason.

4) Cooperating in a commercially reasonable manner with the Village and the Village's legal counsel in connection with the preparation of all contracts, any modifications thereof or amendments thereto by the Village with respect to the Village Property.

5) In connection with any development proposal that proposes a TIF incentive or conveyance of Village Property, the Developer shall complete a sworn Incentive Information Return ("Incentive Return") on a form provided by the Village to assist the Village in administering this Agreement and the Redevelopment Project Area. The Developer shall submit the Incentive Return prior to any conveyance of the Property to the Developer. The Incentive Return shall contain information as required and necessary for the Village to carry out the objectives of this Agreement, the Redevelopment Plan, and the Act.

The Developer shall furnish the information when that information is reasonably required by the Village for the administration of the Redevelopment Project Area, its administration of the Redevelopment Plan, its obligations relating to Ogden Avenue and Congress Park TIF Districts or its obligations under this Agreement, its obligations under any statute, law, ordinance, resolution, rule, regulation or other legal requirement, to assure the Developer's material compliance with any statute, law, ordinance, resolution, rule, regulation or other legal requirement, and/or to assure the Developer's obligations under this Agreement. The Developer shall provide such information to the Village within a reasonable time after the Village's written request for such information. All information required to be disclosed shall be subject to "continuing disclosure," and such continuing disclosure shall be made to the Village. The

Developer's continuing disclosure obligation shall only be applicable in such instances where the Developer or the Village becomes aware of any fact or circumstance that would materially change the information previously provided by the Developer hereunder or if inaccurate or erroneous information was inadvertently previously provided by the Developer

B. Additional Agreements.

The Developer hereby further agrees as follows:

1) To the extent arising in connection with the Developer's performance of any Preliminary Redevelopment Activities, the Developer will be liable for its negligence or willful misconduct and the negligence or willful misconduct of its employees or sales agents and hereby agrees to indemnify and hold harmless Village and its successors, assigns, agents and employees from any and all claims and damages resulting from any such negligence or willful misconduct.

2) The Developer will submit to Village or Village's legal counsel in advance of any publication or other use, copies of any and all signage, advertisements, brochures or other materials prepared in connection with the Developer's performance of any Preliminary Redevelopment Activities, all to the extent required under Section III.A.2 hereof, and shall not use or distribute any such signage, advertisements, brochures or other materials in connection with the Developer's performance of any Preliminary Redevelopment Activities unless and until it has been so approved in writing by Village. The Developer shall make no representations with respect to the Village Property other than those specifically approved in writing by Village.

3) The Developer will comply with all laws, statutes, ordinances, codes, rules, regulations, orders, decrees or directives in any way applicable to the Developer's activities hereunder or pursuant hereto and hereby agrees to indemnify and hold harmless Village and its successors, assigns, agents and employees from and against all liabilities or damages, to the extent arising as a result of any breach or alleged breach of any of the foregoing.

V. TERM AND TERMINATION

A. Term and Expiration Date

This Agreement shall commence on the Effective Date and shall continue for a term of twelve (12) months thereafter (the "**Expiration Date**") provided, however, that it may be terminated earlier as provided for herein or extended by written approval of both parties.

B. Termination for Cause by Developer

Upon the occurrence of any of the following, the Developer may terminate this Agreement prior to the Expiration Date upon five (5) days prior written notice to Village:

1) If Village shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, and such failure shall continue for a period of thirty (30) days following written notice thereof by the Developer to the Village; or

2) If Village takes any action or refuses to take any action with the result that the Developer in its good faith judgment believes it could be subjected to disciplinary action with respect to its real estate license.

C. Termination for Cause by Village.

Upon the occurrence of any of the following, Village may terminate this Agreement prior to the Expiration Date upon five (5) days prior written notice to the Developer:

1) If the Developer shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, and such failure shall continue for a period of thirty (30) days following written notice thereof by the Village to the Developer; or

2) If the Developer's real estate license has been suspended or revoked during the Term of this Agreement; or

3) Proceedings under any bankruptcy or insolvency law are commenced by the Developer or a general assignment for the benefit of creditors is made by said party, or involuntary proceedings under any bankruptcy or insolvency law are commenced against the Developer, and are not dismissed or stayed within thirty (30) days after the filing thereof, or a trustee or receiver of all or substantially all of the Property of said party, is appointed, or the Developer is adjudged a bankrupt; or

4) Fraud, misrepresentation or breach of trust by the Developer, its employees or sales agents in connection with the performance of the Developer's obligations under this Agreement.

D. Termination for Convenience

Each of the Village and the Developer, at any time after the Effective Date of this Agreement, shall have the right to terminate this Agreement, without cause and at the sole and absolute discretion of such party, upon sixty (60) days' prior written notice to the other party.

E. Rights Cumulative

The rights of termination specifically provided herein shall be considered to be cumulative and shall be in addition to the rights of termination for breach of the Agreement, or otherwise inuring to the parties by operation of law.

VI. COSTS AND EXPENSES

The Developer shall bear the cost of development, preparation and printing or duplication of all marketing materials and the costs of distribution thereof in connection with the Developer's performance of the Preliminary Redevelopment Activities.

VII. COMPENSATION OF DEVELOPER

The Developer shall not receive any financial compensation for Preliminary Redevelopment Activities pursuant to this Agreement. However, as the exclusive developer of Site A subject to the provisions of and for the term of this Agreement, if the Developer procures a development proposal for which a separate Redevelopment Agreement is approved by the corporate authorities of the Village, the Developer shall be entitled to the compensation to be provided in the Redevelopment Agreement.

VIII. PROHIBITED CONDUCT

IT IS ILLEGAL FOR THE VILLAGE OR DEVELOPER TO REFUSE TO DISPLAY OR SELL TO ANY PERSON BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, AGE, SEX, ANCESTRY, PHYSICAL DISABILITY, MARITAL OR FAMILIAL STATUS, SOURCE OF INCOME, OR SEXUAL ORIENTATION; AND BOTH AGREE TO FOLLOW ALL LOCAL, STATE, AND FEDERAL FAIR HOUSING LAWS.

IX. INDEMNIFICATION AND INSURANCE

A. Developer's Indemnity

Except as otherwise provided below, the Developer shall defend, hold harmless and indemnify the Village from and against any and all claims (including, but not limited to, claims for damages or injuries to persons or property), demands, liability, loss, or damage, and any and all cost or expense related thereto (including reasonable attorneys' fees), in connection with the Developer's performance of the Preliminary Redevelopment Activities under this Agreement; provided, however, the Developer shall not be obligated to provide the foregoing indemnity with respect to any matter to the extent arising from Village's negligence, willful acts or discriminatory practices or acts. The foregoing provisions of this Section shall survive the termination of the Agreement.

B. Developer's Insurance

The Developer shall maintain, at its sole expense commercial general liability insurance, business auto liability insurance and workers' compensation coverage throughout the term of this Agreement. This insurance shall include Village as an additional insured. The company with which the insurance is placed shall be given a minimum Policyholder Rating of B and a Financial Category Rating of Class VII by the A.M. Best Company.

1) *Minimum Scope of Insurance.* Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

2) *Minimum Limits of Insurance.* The Developer shall maintain limits no less than the following:

(a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

(b) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(c) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

3) *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

4) *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverages.

(1) The Village, its officials, agents, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.

(2) The Developer's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Developer's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.

(4) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not “follow form,” then the Developer shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.

(5) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(b) Workers’ Compensation and Employers’ Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Developer.

(c) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Village.

5) *Verification of Coverage.* The Developer shall furnish the Village with certificates of insurance naming the Village, 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 Village and are to be received and approved by the Village before any work commences. The Village reserves the right to request full, certified copies of the insurance policies and endorsements.

X. CONFIDENTIALITY

To the extent permitted by law, the Developer and its employees and/or sales agents (“**Restricted Parties**”) shall not, after the termination or expiration of this Agreement, for any reason use or disclose any written documentation or information delivered to Developer by the Village pursuant to this Agreement that would not otherwise be available to any member of the public, after proper application, under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

XI. DEVELOPER COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Developer covenants, represents and warrants as of the date hereof and until all Requests for Disbursement have been made and approved that:

A. The Developer is an Illinois limited liability company in good standing.

B. The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

C. The execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action and does not and will not violate any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

D. The Developer is able to pay its debts as they mature;

E. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

F. The Developer has and shall from time to time obtain and maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business; and the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound which would adversely affect its ability to perform under this Agreement.

G. All warranties, representations, covenants and agreements of the Developer contained in this Section and elsewhere in this Agreement shall be true, accurate and complete at the time of the Developer's execution of this Agreement and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect until termination of this Agreement.

XII. BOOKS AND RECORDS

The Developer shall maintain adequate books and records concerning the redevelopment of the Property and this Agreement. The books and records shall be maintained by the Developer in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Developer shall be available for review, copying and audit by an authorized representative of the Village. The Developer shall cooperate fully with any audit conducted by Village, shall provide full access to all relevant materials and shall provide adequate and appropriate workspace, in order for the Village to conduct any audit in compliance with this section. The Developer shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Developer to maintain the books, records and supporting documents required by this section or the failure by the Developer to provide full access to and copying of all relevant books and records within a time period which allows the Village to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the

recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Property. The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.

XIII. CONFLICT OF INTEREST DISCLOSURE

Pursuant to Section 5/11-74-4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Property, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village, in connection with the planning and preparation of the Redevelopment Plan or the Property, owns or controls, has owned, controlled or will own or control any interest in the Developer or the Property.

XIV. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Developer'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, the Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and this Agreement may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Developer agrees as follows:

A. That the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status 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 underutilization.

B. That, if the Developer hires additional employees in order to perform this contract or any portion of this contract, it will determine the availability (in accordance with the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the areas from which Developer may reasonably recruit; and Developer will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by Developer or on the Developer's behalf, the Developer will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

D. That the Developer will send to each labor organization or representative of workers with which the Developer has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Developer's obligations under the Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with Developer in the Developer's efforts to comply with the Illinois Human Rights Act and Illinois Department of Human Rights Rules and Regulations, Developer will promptly notify the Illinois Department of Human Rights, and the Village and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E. That the Developer 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 Illinois Department of Human Rights Rules and Regulations.

F. That the Developer will permit access to all relevant books, records, accounts and work sites by personnel of the Village and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

G. That the Developer will include verbatim or by reference, the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Developer will be liable for compliance with applicable provisions of this clause by subcontractors; and, further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Developer 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.

XV. PROHIBITION OF SEGREGATED FACILITIES

The Developer will 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" 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. The Developer shall (except where it has obtained identical certifications from proposed subcontractors 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 a subcontract 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 Developer will retain such certifications in its files.

XVI. SEXUAL HARASSMENT POLICY

The Developer has and will have in place and will enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

XVII. CERTIFICATIONS

The Developer shall submit to the Village the Certification attached hereto as Exhibit "B" signed by its manager before a notary public.

XVIII. NO JOINT VENTURE CREATED

Nothing in this Agreement or any acts of the Village or the Developer shall be construed by either party or any third person to create the relationship of a partnership, agency, or joint venture between or among the Village or the Developer or any third party beneficiary.

XIX. AMENDMENTS

This Agreement may be amended only by the mutual written consent of Village and Developer.

XX. NOTICES AND CONSENTS

Whenever referred to in this Agreement, any communications, consents, approvals or notices between Village and Developer shall be construed to mean any written communications or notices given by the duly authorized representative of Village or Developer. Any such notice shall be considered as given upon personal delivery, the date one (1) business day after deposit with a nationally recognized overnight courier service for overnight delivery, or the date three (3) business days after mailing by certified or registered mail to the following address:

To Village: Village of Brookfield
8820 Brookfield Avenue
Brookfield, IL 60513
Attn: Keith Sbiral, Village Manager

With copy to: Richard J. Ramello
Storino, Ramello & Durkin
9501 W. Devon Ave., Suite 800
Rosemont, IL 60018

To Developer: Troutman & Dams, LLC
2211 N. Elston
Chicago, Illinois 60614
Attn: Jim Troutman

XXI. SEVERABILITY

If any term, covenant or condition hereof, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remainder hereof or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; and each remaining term, covenant or condition hereof shall be valid and shall be enforced to the fullest extent provided by law.

XXII. ASSIGNABILITY

This Agreement involves the rendition of personal services by Developer and, therefore, neither this Agreement nor any interest herein may be assigned or transferred by Developer without the prior written consent of Village, which consent may be withheld, conditioned or delayed in the sole and absolute discretion of Village. Village may assign this Agreement without permission of Developer, provided that such assignee assumes all obligations of the Village hereunder, and upon such assumption, Village shall be fully released from any and all obligations and liabilities hereunder first arising after the date of such assignment.

XXIII. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The venue for any action under or resulting from this Agreement shall be in the Circuit Court of Cook County, Illinois.

XXIV. WAIVER & REMEDIES

The failure of Village or Developer to insist on the strict performance of any of the terms or conditions hereof or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition or right, remedy or election, but the same shall continue and remain in full force and effect. All rights or remedies of Developer and Village specified herein and any and all other rights or remedies which Village and Developer may have at law, in equity or otherwise, upon the breach by the other party hereto of any term or condition hereof, shall be distinct, separate and cumulative rights or remedies; and no one of them, whether or not exercised by Village or Developer, shall be deemed to be an exclusion of any other right or remedy, as the case may be, unless expressly provided herein.

XXV. ENTIRE AGREEMENT

This Agreement (and all exhibits and recitals hereto, which are hereby incorporated by reference) constitute the entire agreement and understanding of the parties hereto, and each of them, with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, discussions and understandings relating to the subject matter hereof.

XXVI. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

XXVII. NO ADVANCES BY DEVELOPER

Developer shall have no obligation whatsoever to advance funds to or for the benefit of Village except as expressly referred to in this Agreement.

XXVIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

XXIX. LIMITATIONS ON FEES

Developer shall not be entitled to fees, commissions, reimbursements or other payments other than those specifically provided for herein.

XXX. PREVAILING PARTY EXPENSES

In the event of any dispute or litigation between the parties concerning any claims or causes arising under or relating to this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, witness fees and expert fees, incurred in connection with such dispute or litigation.

IN WITNESS WHEREOF, the Developer and the Village have set their respective hands, or caused the execution hereof by duly authorized and empowered officers or partners, as of the Effective Date.

OWNER:

VILLAGE OF BROOKFIELD,
An Illinois municipal corporation

By: _____
Name: Kit P. Ketchmark, Village President

Attest:

By: _____
Name: Brigid Weber, Village Clerk

DEVELOPER:

TROUTMAN & DAMS LLC, an Illinois
limited liability company

By: _____
Name: James R. Troutman, Manager

Attest:

By: _____
Name: Eric G. Dams, Manager

EXHIBIT A

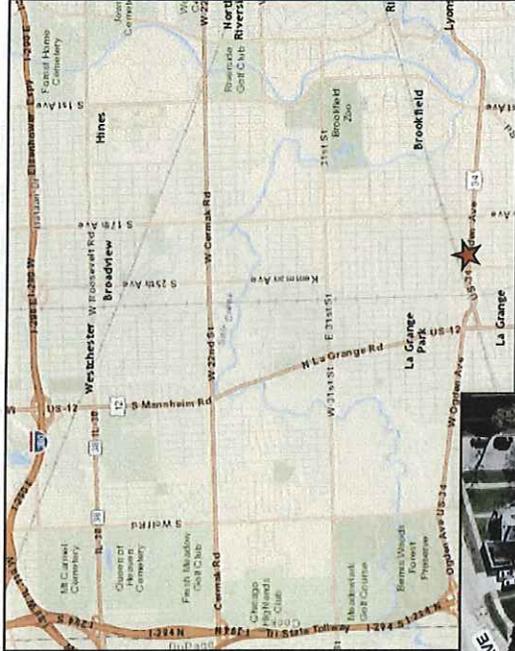
DESCRIPTION OF SITE A

Ogden Avenue Available for Development

9500 Block of Ogden Ave.
 NW Corner of Ogden Ave. and DuBois Ave.
 Brookfield, IL

2.5 Acres with
 Commercial Development Potential

1 Acre is Village Owned



Site Information

- C-1 General Commercial Zoned
- Average Daily Traffic: 25,900 vehicles
- 0.1 miles from Metra Station
- 5 miles from Eisenhower Expressway
- 5 miles from Tri-State Tollway

For More Information Call:
 Nicholas Greifer, Director of
 Community and Economic Development
 Village of Brookfield, IL
 (708)485-1113

Preliminary - For Internal Use Only

Service Layer Credits: Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri, Japan, METI, Esri, China (Hong Kong), Esri (Thailand), TomTom, Mapbox, Esri, OpenStreetMap contributors, and the GIS User Community



Legend

- Village Owned
- Privately Owned

**EXHIBIT B
CERTIFICATION**

The assurances hereinafter made by James R. Troutman on behalf of Troutman & Dams LLC. (the “Developer”) are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the Preliminary Redevelopment Agreement with the Developer. The Village of Brookfield may terminate the Preliminary Redevelopment Agreement if it is later determined that the Developer rendered a false or erroneous assurance.

I, James R. Troutman, hereby certify that I am a manager of the Developer and as such hereby represent and warrant to the Village of Brookfield, a municipal corporation, that the Developer and its members or managers holding more than five percent (5%) of the outstanding ownership of the Developer and its officers are:

(A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

In addition, the Developer hereby represents and warrants to the Village of Brookfield, that:

(C) The Developer pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”) to the extent applicable, will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees directly engaged in the performance of this Agreement that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in The Developer’s workplace;

b. Specifying the actions that will be taken against employees directly engaged in the performance of this Agreement for violations of such prohibition;

c. Notifying the employee directly engaged in the performance of this Agreement that, as a condition of employment on such Agreement, the employee will:

i. Abide by the terms of the statement;

ii. 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) Establishing a drug-free awareness program to inform employees directly engaged in the performance of this Agreement about:

- a. The dangers of drug abuse in the workplace;
- b. The Developer's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance program; and
- d. The penalties that may be imposed upon employees directly engaged in the performance of this Agreement for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee directly engaged in the performance of the Agreement, and to post the statement in a prominent place in the workplace;

(4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee directly engaged in the performance of this Agreement or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug-abuse assistance or rehabilitation program by any employee directly engaged in the performance of this Agreement who is so convicted, as required by 30 ILCS 580/5;

(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;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(D) The Developer has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(E) No Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield

officer or a beneficiary is a holder of any interest in the Developer; or, if the Developer's stock is traded on a nationally recognized securities market, that no Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of more than one percent (1%) of the Developer, but if any Village of Brookfield officer, spouse or dependent child of a Village of Brookfield officer, agent on behalf of any Village of Brookfield officer or trust in which a Village of Brookfield officer, the spouse or dependent child of a Village of Brookfield officer or a beneficiary is a holder of less than one percent (1%) of the Developer, then the Developer has disclosed to the Village of Brookfield in writing the name(s) of the holder of such interest.

(F) No officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Developer in violation of Section 02-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois;

(G) The Developer has not given to any officer or employee of the Village of Brookfield any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 02-889 of Article VII of Chapter 2 of the Code of Ordinances, Village of Brookfield, Illinois; and

(H) Neither the Developer nor any of its principals, shareholders, members, managers, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that The Developer and its principals, shareholders, , partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Developer changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Developer shall so notify the Village of Brookfield in writing within seven (7) days.

Dated: November ____, 2016

Developer : Troutman & Dams LLC

By: _____
James R. Troutman, Manager

STATE OF ILLINOIS)
) *ss.*
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that James R. Troutman, known to me to be a manager of the Developer appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: November ____, 2016

Notary Public

RESOLUTION NO. R-2016- 1066

**A RESOLUTION AWARDING A CONTRACT FOR THE 2017 SEWER CLEANING
AND TELEVISIONING FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14TH DAY OF NOVEMBER 2016

RESOLUTION NO. R-2017- 1066

A RESOLUTION AWARDING A CONTRACT FOR THE 2017 SEWER CLEANING AND TELEVISIONING FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the Village of Brookfield (hereinafter the "Village"), a municipal corporation of the State of Illinois, is authorized by the Illinois Municipal Code to operate and maintain a sewer system for the benefit of the Village and its inhabitants;

WHEREAS, the Village has determined that certain portions of its sewer system are in need of cleaning and televising;

WHEREAS, the Village has received a satisfactory proposal for the 2017 Sewer Cleaning and Televising Project from National Power Rodding Corporation of Chicago, Illinois; and in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the 2017 Sewer Cleaning and Televising Project; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village of Brookfield, it is desirable, necessary and in the best interest of the Village to enter into a contract by and between the Village and National Power Rodding Corporation of Chicago, Illinois, for the 2017 Sewer Cleaning and Televising Project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Recitals. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Waiver of Competitive Bidding. Not less than two-thirds of the corporate authorities find that the circumstances necessitate and it is in the best interest of the Village to waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the 2017 Sewer Cleaning and Televising Project.

Section 3: Contract Award. The corporate authorities hereby award National Power Rodding Corporation of Chicago, Illinois, the contract for the 2017 Sewer Cleaning and Televising Project subject to the furnishing of the proper bonds and evidence of insurance.

Section 4: Issuance of Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest, seal and issue a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof to National Power Rodding Corporation of Chicago, Illinois. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by National Power Rodding Corporation of Chicago, Illinois. Provided that National Power Rodding Corporation of Chicago, Illinois, returns to the Village within ten (10) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents substantially in the form attached hereto marked as Exhibit "B" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same; their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such contract documents by the Village President and the Village Attorney.

Section 5: Effective Date. This resolution shall take effect immediately upon its approval by two-thirds of all the trustees holding office and adoption in accordance with law.

ADOPTED this 14th day of November 2017, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

EXHIBIT "A"

VILLAGE OF BROOKFIELD, ILLINOIS
NOTICE OF AWARD

TO: National Power Rodding Corporation
 2500 W. Arthington Street
 Chicago, Illinois 60612

PROJECT DESCRIPTION: 2017 Sewer Cleaning and Televising Project - Village of Brookfield, Illinois.

The Village of Brookfield has considered the Proposal submitted by you for the above-described work.

YOU ARE HEREBY NOTIFIED that, subject to the furnishing of the proper bonds and evidence of insurance, your proposal has been accepted for the following items at the following prices:

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Basic Cleaning of 8" Diameter Combined Sewers	150	Foot	\$0.10	\$15.00
2.	Televising 8" Diameter Combined Sewers	150	Foot	\$1.25	\$187.50
3.	Basic Cleaning of 10" Diameter Combined Sewers	5,500	Foot	\$0.10	\$550.00
4.	Televising 10" Diameter Combined Sewers	5,500	Foot	\$1.25	\$6,875.00
5.	Basic Cleaning of 12" Diameter Combined Sewers	16,000	Foot	\$0.10	\$1,600.00
6.	Televising 12" Diameter Combined Sewers	16,000	Foot	\$1.25	\$20,000.00
7.	Basic Cleaning of 15" Diameter Combined Sewers	3,750	Foot	\$0.10	\$375.00
8.	Televising 15" Diameter Combined Sewers	3,750	Foot	\$1.25	\$4,687.50
9.	Basic Cleaning of 18" Diameter Combined Sewers	3200	Foot	\$0.10	\$320.00
10.	Televising 18" Diameter Combined Sewers	3200	Foot	\$1.25	\$4,000.00
11.	Basic Cleaning of 24" Diameter Combined Sewers	1500	Foot	\$0.10	\$150.00
12.	Televising 24" Diameter Combined Sewers	1500	Foot	\$1.25	\$1,875.00
13.	Basic Cleaning of 30" Diameter Combined Sewers	1200	Foot	\$0.10	\$120.00
14.	Televising 30" Diameter Combined Sewers	1200	Foot	\$1.25	\$1,500.00
15.	Heavy Cleaning Sewers	6,000	Foot	\$0.01	\$60.00
16.	Removal and Disposal of Waste Materials	60	Ton	\$25.00	\$1,500.00
TOTAL					<u>\$ 43,815.00</u>

You are required to execute the Contract and furnish the required bonds and evidence of insurance within ten (10) calendar days from the date of the receipt of this Notice. If you fail to execute said Contract and to furnish the required bonds and evidence of insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 14th day of November 2016.

VILLAGE OF BROOKFIELD, ILLINOIS

By: _____
 Kit P. Ketchmark, President of the
 Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
 this 14th day of November 2016.

 Brigid Weber, Clerk of the
 Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this _____ day of November 2016.

National Power Rodding Corporation

By: _____
_____, President

EXHIBIT "B"
Contract for the 2017 Sewer Cleaning and Televising Project

CONTRACT

This Contract made this 14th day of November 2016 between the Village of Brookfield, the "Department," and National Power Rodding Corporation, 2500 West Arthington Street, Chicago, Illinois 60612, the "Contractor," for the Village of Brookfield - 2017 Sewer Cleaning and Televising Program.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Village of Brookfield - 2017 Sewer Cleaning and Televising Program

in strict compliance with the Notice to Bidders and Invitation for Bids, Specifications, Supplemental Specifications, Proposal and Contract Bond, which are essential documents of and made a part of this Contract.

2. A. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

B. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance and complete the work on or before January 20, 2017, unless an extension of time is granted in accordance with the Specifications.

C. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the

requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

3. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

4. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract(s). The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

5. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Department:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

National Power Rodding Corporation
2500 West Arthington Street
Chicago, Illinois 60612
Attn: William T. Kreidler, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders
- (c) Scope of Services
- (d) Instructions to Bidders
- (e) Bid Proposal
- (f) Contract
- (g) Contract Bond
- (h) Standard Specifications
- (i) The *Standard Specifications for Road and Bridge Construction* adopted April 1, 2016, as amended by the those Recurring Special Provisions and Recurring Local Roads and Streets Special Provisions, adopted April 1, 2016, indicated on the Check Sheet included in the contract documents, the Bureau of Design and Environment (BDE) Special Provisions, indicated on the Check Sheet included in the contract documents, and the "Manual for Test Procedures for Materials," June 1, 2012, revised January 23, 2015, all issued by the State of Illinois, Department of Transportation and the "National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) supplemented by the "Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways" (2009 Edition) issued by the Illinois Department of Transportation
- (j) The *Standard Specifications for Sewer and Water Main Construction in Illinois*, Seventh Edition, 2014 excluding Sections 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Division I General Requirements and Covenants (hereinafter referred to as the "Standard Specifications for Sewer and Water Main Construction")
- (k) Watershed Management Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (n) State of Illinois Drug Free Workplace Certification
- (o) Equal Employment Opportunity Compliance Certificate

- (p) Location Map
- (q) Summary of Lengths and Sizes of Sewers to be Televised
- (r) Check Sheet for Recurring Special Provisions
- (s) Bureau of Design and Environment Special Provisions Check Sheet
- (t) Cook County, Illinois, Prevailing Wages

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Note: Contract documents (j), (k) and (l), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (j) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (k) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>.

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: National Power Rodding Corporation

By: _____
Kit P. Ketchmark, Village President

By: _____
William T. Kreidler, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Reid Ruprecht, Secretary

CONTRACT

This Contract made this 14th day of November 2016 between the Village of Brookfield, the "Department," and National Power Rodding Corporation, 2500 West Arthington Street, Chicago, Illinois 60612, the "Contractor," for the Village of Brookfield - 2017 Sewer Cleaning and Televising Program.

The Contractor hereby agrees as hereinafter set forth:

1. For and in consideration of the payments to be made by the Department and the agreements set forth in the Proposal hereto attached, to be made to Contractor, and according to the terms of the Contract Bond, the Department and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work, furnish all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement:

Village of Brookfield - 2017 Sewer Cleaning and Televising Program

in strict compliance with the Notice to Bidders and Invitation for Bids, Specifications, Supplemental Specifications, Proposal and Contract Bond, which are essential documents of and made a part of this Contract.

2. A. **Contract Sum.** The Department shall pay the Contractor for the performance of the work, at the unit prices set forth in the Contractor's Proposal as full compensation for furnishing all the materials, for doing all work contemplated and specified in this contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the plans and contract documents, and within the time stated in the Proposal, hereby made a part of hereof, which time is hereby declared to be of the essence of this contract. The undersigned Contractor declares that it understands that the quantities shown in the Proposal are approximate only and that they are subject to increase or decrease; and agrees that it will take, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of this Contract.

B. **Contract Time.** The Contractor shall commence the work following execution of this Contract and the submission of the required bonds and evidence of insurance and complete the work on or before January 20, 2017, unless an extension of time is granted in accordance with the Specifications.

C. **Payments.** Partial payment, acceptance, and final payment are to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Contract. The Department shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the

requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

3. Assignment of Contract. The Contract shall be deemed to be exclusive between the Department and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Department. The Department may refuse to accept any substitute Contractor for any reason.

4. Contractor Record Retention. The Contractor shall maintain all books and records relating to the performance of the Work under the Contract, and all subcontractors shall maintain books and records relating to their performance of work under their subcontract(s). The books and records shall be maintained by the Contractor and subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractor shall be available for review and audit by the Department. The Contractor and subcontractor shall cooperate fully with the Department (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Department to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor or subcontractor to maintain the books, records and supporting documents required by this paragraph or the failure by the Contractor or subcontractor to provide full access to and copying of all relevant books and records within a time period which allows the Department to comply timely with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Contract for which adequate books and records are not available or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The Contractor shall include the requirements of this Article in all subcontracts. The obligations imposed by this Article shall survive final payment and the termination of the other obligations imposed by the Contract.

5. Notices. Written notices between the Department and the Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

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8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, AICP, Village Manager

b. If to Contractor:

National Power Rodding Corporation
2500 West Arthington Street
Chicago, Illinois 60612
Attn: William T. Kreidler, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

6. Entire Contract. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Notice to Bidders
- (c) Scope of Services
- (d) Instructions to Bidders
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- (k) Watershed Management Ordinance" of the Metropolitan Water Reclamation District of Greater Chicago, adopted October, 2013, and all revisions thereto.
- (l) Supplemental Specifications
- (m) Certification that Contractor is not Barred from Public Contracting due to Bid-Rigging or Bid Rotating Convictions
- (n) State of Illinois Drug Free Workplace Certification
- (o) Equal Employment Opportunity Compliance Certificate

- (p) Location Map
- (q) Summary of Lengths and Sizes of Sewers to be Televised
- (r) Check Sheet for Recurring Special Provisions
- (s) Bureau of Design and Environment Special Provisions Check Sheet
- (t) Cook County, Illinois, Prevailing Wages

This contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

Note: Contract documents (j), (k) and (l), are separate publications that will not be furnished by the Department but shall be the responsibility of the Contractor to obtain at its own expense.

Contract document (j) may be obtained from the Illinois Department of Transportation.
See <http://www.idot.illinois.gov>.

Contract document (k) may be obtained from the Illinois Society of Professional Engineers.
See <http://www.illinoisengineer.com>.

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Department and Contractor. This Contract is executed that day and year first written above.

Department: Village of Brookfield

Contractor: National Power Rodding Corporation

By: _____
Kit P. Ketchmark, Village President

By: _____
William T. Kreidler, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Reid Ruprecht, Secretary

RESOLUTION NO. R - 2016 - 1067

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT BY AND
BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE
VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
2017 STREET IMPROVEMENTS PROJECT**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 14TH DAY OF NOVEMBER 2016

RESOLUTION NO. R - 2016 - 1067

**RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A
PROFESSIONAL DESIGN ENGINEERING SERVICES AGREEMENT BY AND
BETWEEN EDWIN HANCOCK ENGINEERING COMPANY AND THE
VILLAGE OF BROOKFIELD, ILLINOIS, FOR THE
2017 STREET IMPROVEMENTS PROJECT**

WHEREAS, the corporate authorities of the Village of Brookfield (the "Village") have authority, pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1), when it is in the best interests of the Village, to waive competitive bidding for public improvement projects if authorized by a vote of two-thirds of the trustees then holding office;

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids and waive the procedure prescribed for open market purchases for professional design engineering services for the 2017 Street Improvements Project (the "Project");

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, the Village has a satisfactory relationship with Edwin Hancock Engineering Company, has received a proposal from Edwin Hancock Engineering Company to provide professional engineering services for the Project and has negotiated a satisfactory agreement for the furnishing of professional design engineering services for the Project in an amount not to exceed Three Hundred Fifteen Thousand Eight Hundred Dollars (\$315,800.00), plus reimbursement for services sublet as provided in the agreement;

WHEREAS, the corporate authorities of the Village deem it desirable, necessary and in the best interest of the Village to enter into a Professional Design Engineering

Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design engineering services for the Project;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: It is hereby determined that it is advisable, necessary and in the public interest that the Village enter into a Professional Design Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design engineering services for the Project to the Village, a copy of which Professional Design Engineering Services Agreement is attached hereto marked as Exhibit "A."

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk to attest, on behalf of the Village, the Professional Design Engineering Services Agreement by and between the Village and Edwin Hancock Engineering Company to supply professional design engineering services for the Project to the Village.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 4: This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 14th day of November 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 14th day of November 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**Professional Design Engineering Services Agreement
by and between
Edwin Hancock Engineering Company and the Village of Brookfield**

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for
FURNISHING OF
PROFESSIONAL DESIGN ENGINEERING SERVICES
for the
2017 STREET IMPROVEMENTS PROJECT
in
BROOKFIELD, ILLINOIS

November 2016

AGREEMENT
between the
VILLAGE OF BROOKFIELD
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing

PROFESSIONAL DESIGN ENGINEERING SERVICES
for the
2017 STREET IMPROVEMENTS PROJECT

THIS AGREEMENT, made and entered into between the VILLAGE of BROOKFIELD, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Design Engineering services for the 2017 Street Improvements Project.

The streets to be included are those listed in Attachment C – Streets to be Improved.

The scope of improvements will include repairing deteriorated sections of combined sewer, spot or full replacement of concrete curb and gutter, sidewalk, and driveway, milling and resurfacing or reconstructing the pavements, restoring disturbed areas of the parkways with sod, and other related work.

Design Engineering includes the preparation of specifications and bidding documents for the proposed work; preparation and submittal of applications for permits required from various agencies; bid analysis, assistance with the award of the contract, and performance of other necessary engineering services relative to the improvement prior to the start of construction, as well as other services outlined in Section I.A. this AGREEMENT.

WITNESSETH THAT; in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon authorization by the OWNER,

- A. To perform, or be responsible for the performance of, the following Design Engineering services for the proposed improvement:
 - 1. Preparing bidding documents for the cleaning and televising of the combined sewers and sanitary sewers on the streets to be improved.
 - 2. Providing contract administration including preparing contractor's partial and final payment estimates, change orders, and other records that may be required for the 2017 Sewer Cleaning and Televising contract.
 - 3. Evaluating the video inspections of the televised sewers and preparing a report indicating the sections of sewers recommended for replacement.
 - 4. Preparing preliminary design criteria.
 - 5. Making engineering field topographic surveys as are necessary.
 - 6. Preparing and submitting necessary applications to various governmental agencies, on behalf of the VILLAGE, for permission to construct the proposed site improvements.
 - 7. Preparing detailed specifications, bid proposals, and estimates of construction costs and furnishing the VILLAGE with sufficient sets of these documents to be used for obtaining bids from contractors.
 - 8. Endorsing all documents furnished by the ENGINEER pursuant to this AGREEMENT by showing his signature and professional seal where such is required by Law.
 - 9. Assisting the VILLAGE in the issuance of proposal forms, advertising for bids, tabulation and interpretation of contractors' bid proposals and preparing a letter of recommendation for award of contract.
- B. To cause to be furnished, if or when required, the following services by subletting the work to a firm or firms qualified to provide the services, the selection of the firm and their fee schedule being first subject to the approval of the VILLAGE:
 - 1. Investigations and analysis reports of surface and subsurface ground conditions.
 - 2. Land surveys, the preparation of plats of survey or plats of easements, or the preparation of property access licenses if required.

II. THE VILLAGE AGREES:

- A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:
1. The ENGINEER's compensation for all Design Engineering services performed as stipulated in above Section I.A. shall be a DESIGN ENGINEERING FEE in the amount shown in the section entitled Design Engineering Fee on Attachment B, unless there is a substantial change in the scope, complexity, or character of the site improvements to be constructed or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT. The DESIGN ENGINEERING FEE is based upon estimated fees for portions of the work as itemized in Attachment B.
 2. To pay for subletted services as stipulated in Section I.B. at the actual costs to the ENGINEER, said costs being separate from the DESIGN ENGINEERING FEE. "Costs to ENGINEER" shall be validated by the ENGINEER furnishing the VILLAGE copies of invoices from the party doing the work.
 3. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.
- B. That payment to the ENGINEER for the services rendered shall be made in the following manner:
1. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date less all previous payments made to the ENGINEER for design engineering services.
 2. Final Payment – An invoice shall be submitted to the VILLAGE after the completion of all design engineering services in the amount of One Hundred Percent (100%) of the total design engineering fee, less progress payments made, shall be due and payable to the ENGINEER.
 3. Payments by the VILLAGE and payments by the ENGINEER to its subcontractors and sub-consultants shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

III. IT IS MUTUALLY AGREED:

- A. That this AGREEMENT may be terminated by either party upon a thirty (30) days written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.
- B. ENGINEER shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.
- C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county 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.
- D. VILLAGE and ENGINEER waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.
- E. This Agreement, including the General Conditions Attachment to Engineering Agreement which are hereby incorporated, represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2016

VILLAGE OF BROOKFIELD
Cook County, Illinois
Acting through its
President and Board of Trustees

By _____
Kit Ketchmark, Village President

ATTEST:

By _____
Brigid Weber, Village Clerk

(SEAL)

Executed by the ENGINEER, this

_____ day of _____, 2016

EDWIN HANCOCK ENGINEERING COMPANY
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Mark Lucas, Vice President

(SEAL)

ATTACHMENT A

SCHEDULE OF HOURLY RATES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENG-VI	128.00
ENG-V	123.00
ENG-IV	113.00
ENG-III	108.00
ENG- II	88.00
ENG- I	78.00
ENGINEERING TECH-V	108.00
ENGINEERING TECH-IV	98.00
ENGINEERING TECH-III	80.00
ENGINEERING TECH-II	65.00
ENGINEERING TECH-I	40.00
CAD MGR	108.00
CAD- II	98.00
CAD- I	93.00
ADMINISTRATIVE	65.00

ATTACHMENT B

DESIGN ENGINEERING FEE

Preliminary Engineering	\$8,500.00
Topographic Survey	\$64,500.00
CADD Drafting	\$45,000.00
Design Engineering	\$156,500.00
Combined Sewer Repair	\$19,500.00
Specifications	\$8,800.00
Permitting	\$2,500.00
Bid Engineering	\$1,000.00
Project Administration	<u>\$9,500.00</u>
Total Design Engineering Fee	\$ 315,800.00

**ATTACHMENT C
2017 STREET IMPROVEMENTS PROJECT
STREETS TO BE IMPROVED**

<u>Street</u>	<u>Limits</u>
Forest Avenue	30th Street to 29th Street
29th Avenue	Prairie Avenue to Forest Avenue
Sunnyside Avenue	Bartlett Avenue to 27th Street
Raymond Avenue	Jackson Avenue to 31st Street
Garfield Avenue	Grand Boulevard to Maple Avenue
Sunnyside Avenue	Monroe Avenue to 31st Street
Vernon Avenue	Monroe Avenue to Garfield Street
Congress Park	Eberly Avenue to Raymond Avenue
Broadway Avenue	Veteran's Circle to Park
Custer Avenue	Ogden Avenue to Southview Avenue
Deyo Avenue	Sahler Avenue to Shields Avenue
Rochester Avenue	Grove Avenue to Custer Avenue
Arden Avenue	Brookfield Avenue to Washington Avenue

ATTACHMENT C - GENERAL CONDITIONS ATTACHMENT TO ENGINEERING AGREEMENT

A. THE ENGINEER AGREES:

1. That the ENGINEER shall procure and maintain for the duration of its AGREEMENT and for three years thereafter insurance against errors and omissions and claims for injuries to its employees which may rise from or are in conjunction with the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$1,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) 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 \$100,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, lease, hired or borrowed by the

ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be excess of ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not effect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of B according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the 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 insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

- 2. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER 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, in any such action alleged to be solely caused by the ENGINEER. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the ENGINEER to indemnify the VILLAGE, its officials, agents and employees for their own negligent acts or omissions..
- 3. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.
- 4. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.
- 5. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

6. The VILLAGE may, at any time, by written order to ENGINEER (Suspension of Services Order) require ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order.
7. This AGREEMENT may be terminated by the VILLAGE by removal of the ENGINEER from the office of Village Engineer as provided by statute, upon written notice to the ENGINEER, at its last known post office address. Provided that should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) days after notification and request, the ENGINEER shall deliver to the successor Village Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of Village Engineer.
8. This AGREEMENT may additionally be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if ENGINEER 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 ENGINEER 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 ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
 - c. If ENGINEER makes a general assignment for the benefit of creditors;
 - d. If a trustee, receiver, custodian or agent of ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of ENGINEER 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 ENGINEER's creditors;
 - e. If ENGINEER admits in writing an inability to pay its debts generally as they become due;
9. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE to have the services performed which were to have been performed by the ENGINEER.
10. The ENGINEER is qualified technically and is conversant with the laws and regulations applicable to the PROJECT and sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.
11. The ENGINEER shall maintain its records relating to the performance of the Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act (5 ILCS 140/1 et seq.) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the ENGINEER shall be available for review and audit by the Village. The ENGINEER shall cooperate with the Village (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.), (b) with any request for public records made pursuant to any audit, and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). Failure by the ENGINEER to maintain the books, records and supporting documents required by this section or the failure by the ENGINEER to provide full access to and copying of all relevant books and

records within five business days of receiving a request for public records from the Village shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 et seq.). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement.

12. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT; and he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
13. The ENGINEER, during the period commencing upon the execution of this AGREEMENT and concluding one year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.
14. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.
15. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.
16. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including but not limited to copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE's name. ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE's prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.
17. The drawings, specifications, reports, and any other PROJECT documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this PROJECT. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE's sole risk, and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. When and if record drawings are to be provided by the ENGINEER, the information used in the preparation of record drawings is provided by others and ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for PROJECT construction. If additional detail is requested by the VILLAGE to be included on the record drawings, then the ENGINEER will be due additional compensation for additional services. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER's promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE's confidential and proprietary information.

18. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. ENGINEER shall treat such information at all times as confidential. ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE's express authorization would be harmful and damaging to the VILLAGE's interests:
- a. Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
 - b. All information relating to the Engineering Services being performed by ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
 - c. Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
 - d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER's wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

19. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE's business, services, programs, software or residents, whether prepared by ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. ENGINEER shall immediately return said items to the VILLAGE upon termination of ENGINEER's engagement or earlier at the VILLAGE's request at any time.
20. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including but not limited to compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.
21. The ENGINEER's opinions of probable PROJECT construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgment as a design professional familiar with the construction industry, but the ENGINEER does not guarantee that proposal, bids or the construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER.
22. The VILLAGE, for and in consideration of the rendering of the engineering services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:
- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within 30 days after approval by the VILLAGE.
 - b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

23. This AGREEMENT may be terminated by the ENGINEER by resignation from the office of Village Engineer, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.
24. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.
25. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:
 - a. If to the VILLAGE:
VILLAGE OF BROOKFIELD
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Keith Sbiral, Village Manager
 - b. If to the ENGINEER:
EDWIN HANCOCK ENGINEERING COMPANY.
9930 Roosevelt Road
Westchester, Illinois 60154-2780
Attn: Derek Treichel, P.E., President
 - c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.
26. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.
27. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.
28. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.
29. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby, and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.
30. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce this AGREEMENT shall be so brought in the Circuit Court of Cook County, State of Illinois.

B. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. 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);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 et seq.)
 - e. in compliance with equal employment opportunities and during the performance of the AGREEMENT, the ENGINEER shall:
 - (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.
 - (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 Rights' 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) 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) 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 ENGINEER'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 ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (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.
 - (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.
 - (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.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. 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 ENGINEER may be declared ineligible for future contracts with the VILLAGE, 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.
- h. in compliance with 30 ILCS 580/1 et seq. (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) 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) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph B.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph B.1.h.(1)(c) (ii) from any employee or otherwise receiving actual notice of such conviction.
 - (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.
 - (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.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

- i. In compliance with the Code of Ordinances of the Village of Brookfield, in that no Village of Brookfield official, spouse or dependent child of a Village of Brookfield official, agent on behalf of any Village of Brookfield official or trust in which a Village of Brookfield official, the spouse or dependent child of a Village of Brookfield official or a beneficiary is a holder of more than five percent (5%) of the ENGINEER.
- j. In compliance with the Code of Ordinances of the Village of Brookfield, in that no officer or employee of the Village of Brookfield has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- k. The ENGINEER has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-889 of Chapter 2, Article VII, Division 1 of the Code of Ordinances of the Village of Brookfield.
- l. No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the ENGINEER; or, if the ENGINEER's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the ENGINEER, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such ENGINEER, the ENGINEER has disclosed to the Village in writing the name(s) of the holder of such interest.
- m. The ENGINEER is in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- n. The ENGINEER shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The ENGINEER, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this section.
- o. Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

RESOLUTION NO. R-2016 - 1064

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED FOR THE 2016 TAX YEAR OF
THE VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 14th DAY OF NOVEMBER 2016**

RESOLUTION NO. R -2016 – 1064

**A RESOLUTION DETERMINING THE ESTIMATED PROPERTY TAXES
TO BE LEVIED FOR THE 2016 TAX YEAR OF
THE VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Truth-in-Taxation Law, (*35 ILCS 200/18-55 et seq.*) requires corporate authorities to determine the amounts of money, exclusive of any portion attributable to the cost of conducting an election required by the Election Code, estimated to be necessary to be raised by taxes from year to year;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Determination of Estimate of Taxes to be Levied.

The corporate authorities of the Village of Brookfield, Illinois, do hereby determine that the estimated aggregate tax levy amount for the 2016 tax year, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, is \$ 11,476,474.

Section 2. Public Hearing.

A public hearing on the intent to adopt the aggregate tax levy for the 2016 tax year is hereby set to be held on Monday, December 12, 2016, at the hour of 6:15 p.m., in the Edward Barcall Hall in the Municipal Building, 8820 Brookfield Avenue, Brookfield, Illinois.

Section 3. Notice.

The notice of the time and place of such public hearing shall be prepared and published in the *Landmark* newspaper (published by Wednesday Journal, Inc.) not more than 14 days nor less than 7 days before the date of the public hearing in the form and manner provided by law.

Section 4. Effective Date.

This Resolution shall take effect upon its passage, approval in the manner provided by law, and publication in pamphlet form.

ADOPTED this 14th day of November 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 14th day of November 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED this 14th day of November 2016.

Brigid Weber, Clerk of the Village
of Brookfield, Cook County, Illinois

Village of Brookfield
2016 Proposed Tax Levy Summary
Net of All Debt Service Abatements
LEVY REQUEST TO COOK COUNTY

Specific Tax	2016 Proposed Tax Levy	2015 Extended Tax Levy	Dollar Difference	Percent Difference
Corporate Fund				
General Corporate	1,448,308	1,448,308	0	0.0000%
Special Levies				
Police Protection	1,986,251	1,986,251	0	0.0000%
Fire Protection	1,986,251	1,986,251	0	0.0000%
Total Special Levies	3,972,503	3,972,502	(0)	0.0000%
Pension Levies				
Police Pension	1,835,960	1,616,552	219,408	13.5726%
Firefighters Pension Less PA 93-0689	1,014,822	912,124	102,698	11.2592%
Total Pension Levies	2,850,782	2,528,676	322,106	12.7381%
Total Corporate, Special & Pension Levies	8,271,593	7,949,486	322,106	4.0519%
Library				
Operations	2,085,400	1,977,313	108,087	5.4664%
IMRF	63,000	71,836	(8,836)	-12.3002%
Social Security	64,000	67,532	(3,532)	-5.2301%
Library Bldg. and Sites	65,000	65,877	(877)	-1.3313%
Total Library Levy	2,277,400	2,182,558	94,842	4.3455%
Total For Truth In Taxation/Tax Cap	10,548,993	10,132,044	416,948	4.1151%
Non-Capped Funds				
Firefighters Pension PA 93-0689	57,481	44,762	12,719	28.4147%
Debt Service				
Levy per debt ordinances	1,300,000			
Less abatements in the amount of	(430,000)	870,000	870,000	0.0000%
Total Village Non-Capped Levy	927,481	44,762	882,719	1972.0276%
Total Village Levy	9,199,074	7,994,248	1,204,825	15.0711%
Total Village & Library Levy	11,476,474	10,176,806	1,299,667	12.7709%

RESOLUTION No. 2016-08

2016 APPROPRIATION
AND TAX LEVY RESOLUTION
BOARD OF LIBRARY TRUSTEES
VILLAGE OF BROOKFIELD
COOK COUNTY, ILLINOIS

BE IT RESOLVED by the President and Board of Library Trustees of the Village of Brookfield, Cook County, Illinois as follows:

Section 1: That the following sums of money, or as much thereof as may be authorized by law, be levied for the purposes of the Board of Library Trustees of the Village of Brookfield, as hereinafter specified:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
5000	Personnel, other	\$ 2,000.00	\$ 2,000.00
5010	Salaries, Full Time	\$ 545,000.00	\$ 545,000.00
5020	Salaries, Part Time	\$ 255,000.00	\$ 255,000.00
5030	Med. Benefit Insurance	\$ 175,000.00	\$ 175,000.00
5051	Illinois Unemployment Ins.	\$ 3,400.00	\$ 3,400.00
5560	Payroll Expenses	\$ 5,000.00	\$ 5,000.00
6010	Books	\$ 96,000.00	\$ 96,000.00
6020	Periodicals	\$ 14,500.00	\$ 14,500.00
6030	Audiovisual Materials	\$ 45,000.00	\$ 45,000.00
6040	Electronic Databases	\$ 100,000.00	\$ 100,000.00
7010	Professional Associations	\$ 5,000.00	\$ 5,000.00
7020	Co-Worker Services	\$ 10,000.00	\$ 10,000.00
7030	Continuing Education	\$ 25,300.00	\$ 25,300.00
7040	Professional Services	\$ 40,000.00	\$ 40,000.00
7050	Insurance-General	\$ 25,000.00	\$ 25,000.00
7060	Maintenance-Office Equip.	\$ 110,000.00	\$ 110,000.00
7070	Printing and Publications	\$ 19,000.00	\$ 19,000.00
7080	Telephone	\$ 15,000.00	\$ 15,000.00
7090	Office Supplies	\$ 18,000.00	\$ 18,000.00
7091	Tech Services Equipment	\$ 2,000.00	\$ 2,000.00
7092S	Tech Services Supplies	\$ 10,000.00	\$ 10,000.00
7092P	Tech Services Processing	\$ 7,000.00	\$ 7,000.00
7093	Circulation Serv Supplies	\$ 5,000.00	\$ 5,000.00
7100	Postage	\$ 10,000.00	\$ 10,000.00
7110	Programming	\$ 32,000.00	\$ 32,000.00
7120	Public Relations	\$ 7,000.00	\$ 7,000.00
7130	Gifts Given	\$ 1,200.00	\$ 1,200.00
7140	Contingency	\$ 3,000.00	\$ 3,000.00
8000	Capital Expenses	\$ 250,000.00	\$ 250,000.00
8050	Capital Projects	\$ 250,000.00	\$ 250,000.00
8060	Grant Funds	\$ 75,000.00	\$ -
TOTAL OPERATING		\$ 2,160,400.00	\$ 2,085,400.00

BE IT FURTHER RESOLVED that an additional levy for the library's portion of the Illinois Municipal Retirement Fund on behalf of the library's employees be made as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
5040	IMRF	\$ 63,000.00	\$ 63,000.00

BE IT FURTHER RESOLVED that an additional levy for the library's portion of the Federal Insurance Contributions Act on behalf of the library's employees be made as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
5050	FICA	\$ 64,000.00	\$ 64,000.00

BE IT FURTHER RESOLVED that an additional levy for a .02% Site and Building Maintenance Fund be levied as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
8020	Photocopiers	\$ 12,500.00	\$ 12,500.00
8030	Maintenance-Building	\$ 52,500.00	\$ 52,500.00
TOTAL BUILDING MAINTENANCE		\$ 65,000.00	\$ 65,000.00

BE IT FURTHER RESOLVED that an additional levy for the library's Special Reserve be levied as follows:

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>APPROPRIATED</u>	<u>LEVIED</u>
9100	Special Reserve	\$ 4,223,600.00	\$0.00

TOTAL ALL FUNDS	\$ 6,576,000.00	\$ 2,277,400.00
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Section 2: BE IT FURTHER RESOLVED, that all unexpended balances of proceeds received annually from public library taxes not in excess of statutory limits may be transferred to the Special Reserve Fund previously established in accordance with 75 ILCS 5/5-8, this Fund having been established for capital projects as limited by statute, and the amounts shall be transferred to this Fund as directed by the Board of Library Trustees.

BE IT FURTHER RESOLVED to develop and adopt a plan or plans pursuant to this article. Such plan or plans subsequently may be amended as circumstances may require.

Section 3: BE IT FURTHER RESOLVED, that the Secretary is hereby directed to file a certified copy of this resolution with the Board of Trustees of the Village of Brookfield in the next annual Appropriation Ordinance and Levy Ordinance of the Village.

Adopted this 16th day of November, 2016, pursuant to a roll-call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Approved by me this 16th day of November, 2016.

Jennifer Perry, President

ATTEST:

Lisa Knasiak, Secretary



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, November 14, 2016**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** – Cancellation of the December 26th Village Board/Committee of the Whole Meeting
- B. **Discussion** – 2017/2018 Annual Budget – Five Year Capital Plan
- C. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- D. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

Item: Cancellation of the Board of Trustees/Committee of the Whole Meeting of December 26, 2016

Date: November 14, 2016

Prepared by: Theresa Coady, Assistant to the Village Manager

Purpose Christmas Holiday Break

Background

Typically, the Board of Trustees cancels the last meeting of December to allow for a holiday break. The warrant would be approved by the Trustee Oberhauser to be voted on at the next Village Board meeting scheduled for January 9, 2017.

Attachments

None

Staff Recommendation

The meeting of December 26, 2016 be cancelled.

Requested Course of Action

The Board directs the Village Attorney to prepare an ordinance to be approved at the November 28th Village Board Meeting.



COMMITTEE ITEM MEMO

ITEM: 2017/2018 Annual Budget - Five-Year Capital Plan

COMMITTEE DATE: November 14, 2015

PREPARED BY: Keith Sbiral, Village Manager/Doug Cooper, Finance Director

PURPOSE: Initial Budget for first review and discussion

BUDGET AMOUNT: None

BACKGROUND:

The 2017/2018 Draft Budget – Five Year Capital Plan was forwarded to the Board on Thursday, November 10, 2016.

Staff will make a presentation on Monday, November 14 and begin the review process with the Board. The Budget is scheduled to be approved at the December 12, 2016 Board of trustees Meeting.

As you review the Budget, please understand that the Village is currently focusing on a relatively stable revenue and expenditure environment with a focus on general operations. There is minimal funding for a full Departmental Capital Expenditure program.

ATTACHMENTS:

1. None—sent out previously

STAFF RECOMMENDATION:

Review budget for approval in December

REQUESTED COURSE OF ACTION:

None-informational only