



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

Planning, Zoning & Economic Development Committee October 24, 2016 at 5:30 PM

Edward Barcal Hall, 8820 Brookfield Avenue, Brookfield, Illinois

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

- I. Call to Order
- II. Roll Call
- III. New Business
 - a. Presentation of Economic Development Initiatives
 - i. Report on ICSC Event
 - ii. Pilot Program – No-Interest Loan Signage Program
 - b. Current Development Update
 - i. Permitting Activity
 - ii. Troutman & Dams Project Update
 - iii. Key Projects (Fairview Project, Ale House, Other)
 - c. Active Transportation Plan
- IV. Old Business
 - a. Zoning Modernization – Update
 - b. Comprehensive Plan
- V. Public Comment
- VI. Adjournment

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.



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VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, October 24, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

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HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

- I. OPENING CEREMONIES: Pledge of Allegiance to the Flag
- II. Roll Call
- III. Appointments and Presentations
Beautification Committee – Garden Recognition
- IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA
- V. OMNIBUS AGENDA
 - A. **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
Holy Covenant Fall Dance
 - B. **Approval of Minutes:** Village Board Meeting Monday, October 10, 2016; Committee of the Whole Meeting, Monday, October 10, 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. **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
- B. **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

VIII. Managers Report

- 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

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.

ORDINANCE NO. 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**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24TH DAY OF OCTOBER 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 24th day of October 2016

ORDINANCE NO. 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**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance 2016-53 of the Village of Brookfield Code of Ordinances, provides that the number of Class 8 liquor licenses shall not exceed five (5);

WHEREAS, due to the temporary nature of Class 8 liquor licenses and by operation of Section 06-85 entitled "Reduction in the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, which provides in relevant part that:

Whenever a license previously issued under this Chapter is revoked, surrendered or terminated by dormancy as provided in this Chapter, the maximum number of licenses in the class of the license which is revoked, surrendered or terminated by dormancy as set forth in Section 06-84 above shall be automatically and immediately reduced by one,

the number of Class 8 liquor licenses for which Section 06-84 of the Village of Brookfield Code of Ordinances, as amended, provides is one (1);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Holy Covenant Community Church for its Fall Dance Fundraiser to be held at 9145 Grant Street, Brookfield, Illinois, on Saturday, November 19, 2016, from 7:00 p.m. until midnight;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

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

Section 1. Recitals.

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

Section 2. Creation of an Additional Class 8 Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed three (3).
- (2) The total number of Class 2 licenses shall not exceed nine (9).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed seven (7).

- (7) The total number of Class 4 licenses shall not exceed two (2).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed two (2).
- (13) The total number of Class 9 licenses shall not exceed zero (0).
- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed zero (0).
- (16) The total number of Class 12 licenses shall not exceed one (1).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed three (3).
- (19) The total number of Class S2 licenses shall not exceed one (1).
- (20) The total number of Class S3 licenses shall not exceed one (1).

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

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 24th day of October 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 24th day of October 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 24th day of October 2016.

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

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

⑤ Approval of Warrant dated October 10, 2016 - \$1,548,165.20

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve the Warrant Dated October 10, 2016 in the amount of \$1,548,165.20. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

⑤ Conservation Commission

To meet later in the month of October

⑤ Library & Parks & Recreation – Trustee Gilhooley

Next meeting scheduled for October 16, 2016
Library event on September 30, 2016 well attended

⑤ Beautification, Chamber of Commerce – Trustee Ryan

Autumn decorating began with the Grand/Prairie business district by Beautification Commission
Fall Project NICE scheduled for October 15, 2016
Next Beautification meeting scheduled for October 11, 2016 – garden recognition program honorees to be present at next Village Board meeting
Final Farmer's Market of the season - October 15, 2016
Monsters on Main Street scheduled for October 29, 2016
Chamber Business Luncheon scheduled for October 13, 2016 at Noon at Mary's Morning Mixup
Chamber After Hours scheduled for Thursday, October 27, 2016 at Twilight Party Rentals

⑤ Administration, DPW, Public Safety – Trustee Evans

Public Works is beginning leaf pickup October 24, 2016
Alley work continuing
Holiday preparations

⑤ Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey

No report due to absence

⑤ Special Events – Trustee LeClere

October meeting canceled due to lack of quorum and may be rescheduled.

⑤ Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark

. No report

NEW BUSINESS

Ordinance 2016-53 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 8 Liquor Licenses.

Motion by Trustee Ryan, seconded by Trustee Evans, to approve Ordinance 2016-53 – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the Maximum Number of Class 8 Liquor Licenses. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

Ordinance 2016-54 – An Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Provision of Health Inspection Services between the Village of Brookfield, Illinois and the Cook County of Cook, Illinois.

Motion by Trustee Evans, seconded by Trustee Gilhooley, to approve Ordinance 2016-54 – An Ordinance Authorizing the Execution of an Intergovernmental Agreement for the Provision of Health Inspection Services for the period December 1, 2016 to November 30, 2017 between the Village of Brookfield, Illinois and the Cook County of Cook, Illinois. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

Village Manager's Report – Keith Sbiral

Discussion of Capital Plan to be on agenda for next Village Board meeting
Update on first drafts of 2017 budget
New World Systems update
Public Works projects
Grant application for remainder of HVAC system work in Village Hall
Early voting begins October 24, 2014

EXECUTIVE SESSION

Motion by Trustee Gilhooley, seconded by Trustee Evans, to adjourn the Regular Village Board Meeting of October 10, 2016 at 6:58 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 Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Evans, seconded by Trustee Oberhauser, to reconvene the Regular Village Board Meeting of October 10, 2016 at 7:35 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

Settlement Proposal to District 208

Motion by Trustee LeClere, seconded by Trustee Evans, to direct the Village Attorney to convey a statement proposal to Riverside-Brookfield District 208. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

ADJOURNMENT

Motion by Trustee Evans, seconded by Trustee Gilhooley, to adjourn the Regular Village Board Meeting of October 10, 2016 at 7:38 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

**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 10, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

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

MEMBERS ABSENT: Trustee Garvey

ALSO PRESENT: Police Chief James Episcopo
Fire Department Chief Patrick Lenzi
Public Works Director Ken Blaauw
Village Manager Keith Sbiral
Village Attorney Richard Ramello
Deputy Clerk Theresa Coady

OTHERS PRESENT: None

On Monday, October 10, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 7:39 P.M.

Discussion Items

Holy Covenant Fall Dance – Class B Liquor License

The Holy Covenant Church has requested a liquor license to be able to serve beer and wine at its Fall Dance scheduled for November 19, 2016. Staff recommends that the Village grant their request. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for October 24, 2016.

Resolution to Amend the Village of Brookfield VEMA Post Retirement Healthcare Funding Plan

The Village of Brookfield established a VEMA Post Retirement Healthcare Funding Plan in 2006 to provide security for employees healthcare needs during retirement. The amendment changes the current language in Class 3 to include two-step increase in the salary deferral for the employees that participate in the plan: Police Lieutenants promoted after May 22, 2011. Staff recommends the Board pass the resolution to amend the plan. Item to be on agenda for approval vote at Regular Village Board meeting scheduled for October 24, 2016.

ADJOURNMENT

Motion by Trustee Evans, seconded by Trustee Gilhooley to adjourn the Committee of the Whole Meeting of October 10, 2016 at 8:11 P.M. Upon roll call the motion carried as follows: Ayes: Trustees Evans, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: Trustee Garvey

Brigid Weber
Village Clerk
Village of Brookfield

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 10/24/2016 FOR THE PERIOD 10/11/2016 TO 10/24/2016

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 # 10/24/2016 in the Total Amount of \$897,535.51

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant - 10/24/2016

From Payment Date: 10/11/2016 - To Payment Date: 10/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
20766	10/11/2016	Open			Utility Management Refund	OGLE, CARMELLA	\$96.24		
20767	10/11/2016	Open			Utility Management Refund	FILIPPELLI, ANDREA	\$12.53		
20769	10/11/2016	Open			Utility Management Refund	LICITRA, MARIO	\$52.54		
20770	10/11/2016	Open			Utility Management Refund	INVITATION HOMES	\$13.56		
20771	10/13/2016	Open			Utility Management Refund	SCHOONOVER, SAMANTHA	\$74.04		
20772	10/17/2016	Open			Utility Management Refund	VILLANUEVA, SYLVIA	\$7.73		
20773	10/17/2016	Open			Utility Management Refund	FURJANIC, K	\$307.85		
	<u>Account Type</u>		<u>Account Number</u>		<u>Description</u>	<u>Transaction Date</u>	<u>Transaction Type</u>		
	Residential		302529-001			10/17/2016	REFUND ADJUSTMENT		
20774	10/18/2016	Open			Utility Management Refund	Maciasz, MARK	\$11.35		
20775	10/19/2016	Open			Accounts Payable	Burlington Auto Body	\$4,099.60		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	3604		10/19/2016		Right side repairs, left rear repairs		\$4,099.60		
20776	10/19/2016	Open			Utility Management Refund	LORR, KEVIN	\$5.94		
20777	10/24/2016	Open			Accounts Payable	A & M Parts Inc.	\$155.08		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	592873		10/12/2016		hydraulic filter		\$18.50		
	593094		10/12/2016		valve spring		\$38.04		
	593980		10/18/2016		straight tubing, exhaust elbow		\$95.25		
	594506		10/18/2016		ozium citrus air frsh		\$3.29		
20778	10/24/2016	Open			Accounts Payable	Accurate Document Destruction	\$51.99		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	14424051		10/18/2016		shredding		\$51.99		
20779	10/24/2016	Open			Accounts Payable	Adventist Health Partners	\$320.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	091916		10/18/2016		Patient acct 3450139V380, Morales		\$320.00		
20780	10/24/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$790.61		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	116144		10/12/2016		solution confidence		\$146.61		
	116143		10/12/2016		compressor maint		\$644.00		
20781	10/24/2016	Open			Accounts Payable	Airgas USA LLC	\$600.93		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	9500357528		10/18/2016		medical oxygen		\$373.02		
	9939250700		10/18/2016		welding gases		\$227.91		
20782	10/24/2016	Open			Accounts Payable	Amalgamated Bank of Chicago	\$1,425.00		
	<u>Invoice</u>		<u>Date</u>		<u>Description</u>		<u>Amount</u>		
	10012016		10/12/2016		paying agent fees Village bonds		\$475.00		

Corporate Warrant - 10/24/2016

From Payment Date: 10/11/2016 - To Payment Date: 10/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	10012016b		10/12/2016		paying agent fees Series2015B		\$475.00		
	10012016c		10/12/2016		paying agent fees 2015a		\$475.00		
20783	10/24/2016	Open			Accounts Payable	American Fidelity Assurance	\$1,909.28		
	Invoice		Date		Description	Amount			
	B528132		10/18/2016		supp coverage	\$1,909.28			
20784	10/24/2016	Open			Accounts Payable	Aramark Refreshment Services	\$64.94		
	Invoice		Date		Description	Amount			
	8788024		10/12/2016		water filter	\$64.94			
20785	10/24/2016	Open			Accounts Payable	B & F Construction Code Services, Inc.	\$925.00		
	Invoice		Date		Description	Amount			
	45005		10/12/2016		3121 Harrison review	\$200.00			
	44974		10/12/2016		3426 Sunnyside	\$525.00			
	45074		10/18/2016		Project #1114511, 3111 Madison	\$200.00			
20786	10/24/2016	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$152,219.67		
	Invoice		Date		Description	Amount			
	2016-00000645		10/12/2016		medical insurance premiums-acct #051133	\$152,219.67			
20787	10/24/2016	Open			Accounts Payable	BridgePay Network Solutions LLC	\$36.90		
	Invoice		Date		Description	Amount			
	1411		10/12/2016		sept 2016 trans	\$36.90			
20788	10/24/2016	Open			Accounts Payable	Brookfield True Value Hardware	\$68.85		
	Invoice		Date		Description	Amount			
	89757		10/18/2016		CO detector	\$37.79			
	89772		10/18/2016		dryer sheets	\$9.87			
	89807		10/18/2016		toilet bowl cleaner	\$5.38			
	89817		10/18/2016		simple green	\$15.81			
20789	10/24/2016	Open			Accounts Payable	Call One	\$7,212.40		
	Invoice		Date		Description	Amount			
	101516		10/18/2016		phones	\$7,212.40			
20790	10/24/2016	Open			Accounts Payable	Campion, Barrow & Associates	\$415.00		
	Invoice		Date		Description	Amount			
	016875		10/18/2016		fire svcs testing - pollard	\$415.00			
20791	10/24/2016	Open			Accounts Payable	Carstar Scola's Collision Center	\$5,623.33		
	Invoice		Date		Description	Amount			
	51439		10/12/2016		vehicle repair	\$5,623.33			
20792	10/24/2016	Open			Accounts Payable	Case Lots, Inc.	\$134.70		
	Invoice		Date		Description	Amount			
	016130		10/12/2016		black can liner	\$134.70			
20793	10/24/2016	Open			Accounts Payable	Challenger Sports	\$766.00		
	Invoice		Date		Description	Amount			
	0008022-IN		10/12/2016		camp fees	\$766.00			
20794	10/24/2016	Open			Accounts Payable	Chicago Badge & Insignia Co.	\$44.00		
	Invoice		Date		Description	Amount			
	14438		10/17/2016		ah7695 rhodium repair	\$44.00			

Corporate Warrant - 10/24/2016

From Payment Date: 10/11/2016 - To Payment Date: 10/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20795	10/24/2016	Open			Accounts Payable	Chicago Office Products	\$742.03		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	899472-0		10/12/2016	stamp			\$115.80		
	899416-0		10/12/2016	calendar			\$11.99		
	899123-0		10/17/2016	office supplies			\$132.81		
	894879-0		10/17/2016	office supplies			\$158.94		
	900339-0		10/18/2016	office supplies			\$255.58		
	898600-0		10/18/2016	office supplies			\$52.69		
	898600-1		10/18/2016	office supplies			\$14.22		
20796	10/24/2016	Open			Accounts Payable	Cintas Corp	\$206.49		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	5006004452		10/17/2016	first aid supplies			\$206.49		
20797	10/24/2016	Open			Accounts Payable	Comcast	\$304.20		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2016-00000657		10/18/2016	8771 20 167 0165665 - internet at FD			\$154.35		
	2016-00000658		10/18/2016	internet @ VH			\$149.85		
20798	10/24/2016	Open			Accounts Payable	ComEd	\$922.31		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2016-00000661		10/18/2016	0134327003 - Dusk to Dawn			\$659.90		
	2016-00000662		10/18/2016	2427077087 - svc @ 4315 Park Concession Stand			\$262.41		
20799	10/24/2016	Open			Accounts Payable	De Lage Landen Public Finance	\$575.25		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	2016-00000644		10/12/2016	copiers			\$575.25		
20800	10/24/2016	Open			Accounts Payable	Delbecq, Mary	\$149.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	10032016		10/12/2016	target GC for Bird walk leader			\$25.00		
	10032016-b		10/12/2016	conservation commission			\$124.00		
20801	10/24/2016	Open			Accounts Payable	Dynergy Energy Services	\$14,498.29		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	149040616091		10/18/2016	lighting			\$14,498.29		
20802	10/24/2016	Open			Accounts Payable	EJ USA, Inc	\$830.69		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	110160075990		10/12/2016	water system equip			\$830.69		
20803	10/24/2016	Open			Accounts Payable	Emergency Communications Network, Inc.	\$10,465.02		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	ecn-024583		10/18/2016	code red 9/23/2016-6/30/2017			\$10,465.02		
20804	10/24/2016	Open			Accounts Payable	Essential Equipment Solutions	\$474.78		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	4976		10/12/2016	helmet liner replacement			\$196.47		
	5016		10/12/2016	flip down eye shields			\$73.00		
	5007		10/12/2016	turnout maintenance			\$205.31		
20805	10/24/2016	Open			Accounts Payable	Factory Motor Parts	\$150.11		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>			<u>Amount</u>		
	50-1420172		10/12/2016	vehicle exhaust sensor			\$86.03		
	50-1452505		10/18/2016	oil filter			\$64.08		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20806	10/24/2016	Open			Accounts Payable	FedEx	\$227.19		
	Invoice		Date	Description		Amount			
	5-560-71941		10/12/2016	shipping		\$159.61			
	6-660-29839		10/18/2016	fedex		\$67.58			
20807	10/24/2016	Open			Accounts Payable	Fire Service, Inc.	\$251.79		
	Invoice		Date	Description		Amount			
	22351		10/12/2016	valve fitting leak repair		\$251.79			
20808	10/24/2016	Open			Accounts Payable	First Responders Wellness Center	\$1,300.00		
	Invoice		Date	Description		Amount			
	09252016		10/12/2016	pre-employment testing		\$400.00			
	10032016		10/12/2016	employment testing (return to duty)		\$900.00			
20809	10/24/2016	Open			Accounts Payable	Forecast5 Analytics	\$6,300.00		
	Invoice		Date	Description		Amount			
	10162016		10/18/2016	5cast analytic software implementation		\$6,300.00			
20810	10/24/2016	Open			Accounts Payable	Foster's Truck Repair	\$30.00		
	Invoice		Date	Description		Amount			
	31283		10/18/2016	repair vehicle		\$30.00			
20811	10/24/2016	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$37.53		
	invoice		Date	Description		Amount			
	482386		10/12/2016	cushionaire seat		\$37.53			
20812	10/24/2016	Open			Accounts Payable	G & L Trophies & Gifts	\$366.60		
	Invoice		Date	Description		Amount			
	16814		10/18/2016	fire dept retirement		\$366.60			
20813	10/24/2016	Open			Accounts Payable	Global Capacity	\$523.25		
	Invoice		Date	Description		Amount			
	49538448		10/18/2016	internet		\$523.25			
20814	10/24/2016	Open			Accounts Payable	Groot Industries, Inc.	\$1,400.62		
	Invoice		Date	Description		Amount			
	14419867		10/18/2016	trash tons		\$1,400.62			
20815	10/24/2016	Open			Accounts Payable	Groot Industries, Inc.	\$97,752.37		
	Invoice		Date	Description		Amount			
	2016-00000659		10/18/2016	residential garbage svc		\$97,752.37			
20816	10/24/2016	Open			Accounts Payable	Groot Industries, Inc.	\$23,198.59		
	Invoice		Date	Description		Amount			
	2016-00000660		10/18/2016	yard waste		\$23,198.59			
20817	10/24/2016	Open			Accounts Payable	Harlem Plumbing Supply	\$59.00		
	Invoice		Date	Description		Amount			
	84176		10/18/2016	plumbing supplies		\$59.00			
20818	10/24/2016	Open			Accounts Payable	Hastings Air-Energy Control, Inc.	\$76.79		
	Invoice		Date	Description		Amount			
	163432		10/12/2016	Valve retrofit		\$76.79			
20819	10/24/2016	Open			Accounts Payable	Health Endeavors, SC	\$200.00		
	Invoice		Date	Description		Amount			
	6023		10/17/2016	FLU vaccines		\$200.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20820	10/24/2016	Open			Accounts Payable	Illinois Emergency Nurses Association	\$75.00		
	Invoice		Date	Description		Amount			
	21		10/17/2016	Berry-CPS Certification		\$75.00			
20821	10/24/2016	Open			Accounts Payable	Illinois Paper & Copier Co.	\$6,058.56		
	Invoice		Date	Description		Amount			
	IN245541		10/12/2016	copies		\$5,637.06			
	IN244055		10/12/2016	paper		\$421.50			
20822	10/24/2016	Open			Accounts Payable	IRMA	\$9,541.49		
	Invoice		Date	Description		Amount			
	ivc0009837		10/12/2016	PWSC		\$25.50			
	09302016		10/12/2016	Deductible		\$5,106.76			
	08312016		10/12/2016	deductible		\$4,409.23			
20823	10/24/2016	Open			Accounts Payable	J.G. Uniforms, Inc.	\$217.00		
	invoice		Date	Description		Amount			
	43310		10/17/2016	vest cover alteration		\$12.00			
	43312		10/17/2016	vest adjustment		\$205.00			
20824	10/24/2016	Open			Accounts Payable	JCM Uniforms Inc.	\$559.04		
	Invoice		Date	Description		Amount			
	724440		10/17/2016	uniforms		\$54.00			
	723930		10/18/2016	uniforms		\$505.04			
20825	10/24/2016	Open			Accounts Payable	K-Five Construction Corp	\$485.63		
	invoice		Date	Description		Amount			
	2325MB		10/12/2016	street materials		\$277.50			
	2395MB		10/18/2016	street materials-bituminous		\$208.13			
20826	10/24/2016	Open			Accounts Payable	K.C. Mechanical, Inc.	\$1,425.00		
	Invoice		Date	Description		Amount			
	61611-124		10/12/2016	spashpad startup		\$1,425.00			
20827	10/24/2016	Open			Accounts Payable	Kiesler's Police Supply	\$1,724.40		
	Invoice		Date	Description		Amount			
	0802236b		10/17/2016	ammo		\$1,724.40			
20828	10/24/2016	Open			Accounts Payable	Koch, Chad	\$1,740.80		
	Invoice		Date	Description		Amount			
	161006		10/12/2016	marial arts class		\$704.00			
	160926		10/12/2016	marial arts		\$1,036.80			
20829	10/24/2016	Open			Accounts Payable	LA Fasteners inc.	\$47.73		
	invoice		Date	Description		Amount			
	1-108299		10/12/2016	repair parts		\$44.76			
	1-109335		10/18/2016	adapter		\$2.97			
20830	10/24/2016	Open			Accounts Payable	La Grange Materials, Inc.	\$37.95		
	Invoice		Date	Description		Amount			
	79429		10/12/2016	speccoplug		\$37.95			
20831	10/24/2016	Open			Accounts Payable	La Grange Pk Ace Hardware	\$296.88		
	Invoice		Date	Description		Amount			
	65650		10/17/2016	tools		\$99.12			
	65560		10/17/2016	key, bolt		\$43.92			
	65629		10/17/2016	paint thinner, cloths		\$42.26			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	65552			10/17/2016			\$5.38		
	65641			10/17/2016			\$33.28		
	65644			10/17/2016			\$42.34		
	65426			10/17/2016			\$30.58		
20832	10/24/2016	Open			Accounts Payable	Lawson Products, Inc.	\$335.22		
	Invoice		Date	Description		Amount			
	9304411302		10/18/2016	repair parts		\$335.22			
20833	10/24/2016	Open			Accounts Payable	Lehto, Roy	\$743.46		
	Invoice		Date	Description		Amount			
	101316		10/17/2016	supplies NICE		\$743.46			
20834	10/24/2016	Open			Accounts Payable	Living Waters Consultants, Inc.	\$825.00		
	Invoice		Date	Description		Amount			
	2070		10/18/2016	monroe bioswail, kiwanis park		\$825.00			
20835	10/24/2016	Open			Accounts Payable	Madison National Life Insurance Co.	\$720.75		
	Invoice		Date	Description		Amount			
	1225755		10/12/2016	ins adm fees		\$720.75			
20836	10/24/2016	Open			Accounts Payable	Marshall, MD, Robert, A	\$150.00		
	Invoice		Date	Description		Amount			
	10172016		10/18/2016	medical testing		\$150.00			
20837	10/24/2016	Open			Accounts Payable	Mc Allister Equipment Co.	\$1,005.82		
	Invoice		Date	Description		Amount			
	0417196		10/12/2016	parts/supplies		\$1,005.82			
20838	10/24/2016	Open			Accounts Payable	Mc Bride-Leslie, Carol	\$36.90		
	Invoice		Date	Description		Amount			
	09262016		10/12/2016	large duck		\$36.90			
20839	10/24/2016	Open			Accounts Payable	Menards	\$3,494.37		
	Invoice		Date	Description		Amount			
	48309		10/12/2016	poly clear, squeegie		\$168.92			
	48233		10/12/2016	wireless doorbell, gorilla wood glue, wire stripper		\$23.40			
	48122		10/12/2016	cedar end post		(\$39.90)			
	48117		10/12/2016	posts, rails for fencing		\$1,381.54			
	48120		10/12/2016	steet materials		\$149.48			
	47539		10/12/2016	sealbest 800 asphalt		\$754.92			
	47918		10/12/2016	garage door, washer		\$64.37			
	48038		10/12/2016	duraclean		\$149.85			
	47996		10/12/2016	parts/supplies		\$63.49			
	47540		10/12/2016	parts/supplies		\$41.11			
	47444		10/12/2016	parts/tools		\$80.97			
	48553		10/18/2016	tools/supplies		\$58.56			
	48800		10/18/2016	tools		\$209.98			
	48789		10/18/2016	doorbell		\$14.97			
	48796		10/18/2016	tools/supplies		\$372.71			
20840	10/24/2016	Open			Accounts Payable	Metro Garage, Inc.	\$25.00		
	Invoice		Date	Description		Amount			
	35789		10/17/2016	2 axle d.o.t safety inspection		\$25.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20841	10/24/2016	Open			Accounts Payable	Midwest Meter Inc.	\$20,075.00		
	Invoice		Date	Description		Amount			
	0082276-IN		10/12/2016	hex prof services, hex ncc training		\$20,075.00			
20842	10/24/2016	Open			Accounts Payable	Miner Electronics Corp	\$144.00		
	Invoice		Date	Description		Amount			
	261310		10/17/2016	battery streamlight flashlight		\$144.00			
20843	10/24/2016	Open			Accounts Payable	Mobile Fastener Co.	\$100.10		
	Invoice		Date	Description		Amount			
	27570		10/12/2016	parts/supplies		\$100.10			
20844	10/24/2016	Open			Accounts Payable	Monroe Truck Equipment	\$6,584.04		
	Invoice		Date	Description		Amount			
	313780		10/12/2016	cylinder,telec 4		\$3,037.90			
	313736		10/12/2016	cylinder telec 5		\$3,546.14			
20845	10/24/2016	Open			Accounts Payable	Municode	\$1,384.56		
	Invoice		Date	Description		Amount			
	00276167		10/12/2016	ordinance codification		\$1,384.56			
20846	10/24/2016	Open			Accounts Payable	NICK'S METAL FABRICATING	\$30.00		
	Invoice		Date	Description		Amount			
	4214 9/23		10/12/2016	contract labor		\$30.00			
20847	10/24/2016	Open			Accounts Payable	NICOR	\$58.99		
	Invoice		Date	Description		Amount			
	2016-00000654		10/18/2016	4301 Elm		\$14.91			
	2016-00000655		10/18/2016	4523 Eberly		\$24.03			
	2016-00000656		10/18/2016	3840 Maple		\$20.05			
20848	10/24/2016	Open			Accounts Payable	O'Leary's Contractors Equipment & Supply, Inc	\$900.00		
	Invoice		Date	Description		Amount			
	188922		10/12/2016	acrylic tie (60)		\$900.00			
20849	10/24/2016	Open			Accounts Payable	Orkin Inc.	\$512.26		
	Invoice		Date	Description		Amount			
	2016-00000637		10/12/2016	pest control - 3830 Maple		\$67.37			
	2016-00000638		10/12/2016	pest control - 4301 Elm		\$49.87			
	2016-00000639		10/12/2016	pest control - 4523 Eberly		\$61.25			
	2016-00000640		10/12/2016	pest control - 4545 Eberly		\$73.83			
	2016-00000641		10/12/2016	pest control - 8820 Brookfield		\$72.21			
	2016-00000642		10/12/2016	pest control - fire stations 1&2		\$119.02			
	2016-00000643		10/12/2016	pest control - train station		\$68.71			
20850	10/24/2016	Open			Accounts Payable	Paramedic Billing Services	\$2,006.47		
	Invoice		Date	Description		Amount			
	092016		10/17/2016	paramedic billing		\$2,006.47			
20851	10/24/2016	Open			Accounts Payable	Passport Parking, LLC	\$281.50		
	Invoice		Date	Description		Amount			
	4090		10/12/2016	SEPT2016 mobile pay		\$281.50			
20852	10/24/2016	Open			Accounts Payable	Patten Industries, Inc.	\$1,120.80		
	Invoice		Date	Description		Amount			
	p50c0968388		10/12/2016	parts		\$862.66			

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	p50c0968562			10/12/2016		parts/supplies	\$64.96		
	p50c0968561			10/12/2016		parts/supplies	\$50.32		
	p50c0968889			10/18/2016		bearing	\$64.96		
	p50c0968888			10/18/2016		spring	\$77.90		
20853	10/24/2016	Open			Accounts Payable	Paul Conway Shields		\$52.29	
	Invoice			Date		Description		Amount	
	0391819-IN			10/12/2016		6" shield		\$52.29	
20854	10/24/2016	Open			Accounts Payable	Perfect Mulch Products		\$80.00	
	Invoice			Date		Description		Amount	
	24282			10/12/2016		garbage		\$40.00	
	24290			10/18/2016		tipping fee		\$40.00	
20855	10/24/2016	Open			Accounts Payable	Physio-Control, Inc.		\$451.35	
	Invoice			Date		Description		Amount	
	416161307			10/18/2016		service for fire dept		\$451.35	
20856	10/24/2016	Open			Accounts Payable	Pinner Electric, Inc.		\$4,804.78	
	Invoice			Date		Description		Amount	
	27292			10/12/2016		streetlights		\$4,804.78	
20857	10/24/2016	Open			Accounts Payable	Powers, David		\$53.74	
	Invoice			Date		Description		Amount	
	100316			10/14/2016		annual boot allowance		\$53.74	
20858	10/24/2016	Open			Accounts Payable	Priority Print		\$21.00	
	Invoice			Date		Description		Amount	
	20161860			10/12/2016		#10 envelopes		\$21.00	
20859	10/24/2016	Open			Accounts Payable	ProxIT Technology Solutions		\$10,284.51	
	Invoice			Date		Description		Amount	
	1474-2			10/18/2016		computer equipment		\$1,466.68	
	1504			10/18/2016		memory for PC		\$62.40	
	1507			10/18/2016		computer equipment		\$1,466.68	
	1492			10/18/2016		service issues computer		\$7,288.75	
20860	10/24/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.		\$2,155.82	
	Invoice			Date		Description		Amount	
	10032016			10/17/2016		uniforms		\$2,155.82	
20861	10/24/2016	Open			Accounts Payable	Reliable Materials Lyons LLC		\$2,906.12	
	Invoice			Date		Description		Amount	
	94694			10/12/2016		garbage		\$395.82	
	95264			10/12/2016		garbage		\$52.72	
	94232			10/12/2016		garbage		\$49.47	
	96006			10/12/2016		garbage		\$204.00	
	96383			10/18/2016		garbage		\$677.66	
	967005			10/18/2016		garbage/recycling		\$612.00	
	97447			10/18/2016		garbage/recycling		\$203.53	
	97049			10/18/2016		garbage/recycling		\$710.92	
20862	10/24/2016	Open			Accounts Payable	Rush Truck Center - Chicago		\$203.29	
	Invoice			Date		Description		Amount	
	3003573479			10/12/2016		housing, switch asm, w/hdlmp		\$203.29	

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20863	10/24/2016	Open			Accounts Payable	Sam's Club	\$75.84		
	Invoice		Date	Description		Amount			
	08232016		10/12/2016	coffee/creamer		\$75.84			
20864	10/24/2016	Open			Accounts Payable	Southwest Oil, Inc.	\$35.00		
	Invoice		Date	Description		Amount			
	30648		10/18/2016	oil filters, recycling		\$35.00			
20865	10/24/2016	Open			Accounts Payable	Southwest Spring Inc.	\$4,414.52		
	Invoice		Date	Description		Amount			
	198250		10/12/2016	Vehicle maintenance		\$4,414.52			
20866	10/24/2016	Open			Accounts Payable	Staples Advantage	\$36.00		
	Invoice		Date	Description		Amount			
	43311		10/17/2016	alteration on vest		\$36.00			
20867	10/24/2016	Open			Accounts Payable	Suburban Laboratories, Inc.	\$265.00		
	Invoice		Date	Description		Amount			
	138826		10/18/2016	water testing		\$265.00			
20868	10/24/2016	Open			Accounts Payable	Swan Cleaners	\$40.50		
	Invoice		Date	Description		Amount			
	1248.1511.1520		10/17/2016	cleaning		\$40.50			
20869	10/24/2016	Open			Accounts Payable	Ted's Greenhouse Inc	\$4,421.61		
	Invoice		Date	Description		Amount			
	507451		10/18/2016	landscaping/forestry services		\$4,421.61			
20870	10/24/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$553.71		
	Invoice		Date	Description		Amount			
	19954		10/17/2016	d & c route billing water		\$553.71			
20871	10/24/2016	Open			Accounts Payable	Traffic Control & Protection	\$2,190.80		
	Invoice		Date	Description		Amount			
	87774		10/12/2016	street materials		\$2,190.80			
20872	10/24/2016	Open			Accounts Payable	Treasurer, State of Illinois	\$39,384.18		
	Invoice		Date	Description		Amount			
	120076		10/12/2016	Maple Ave		\$39,384.18			
20873	10/24/2016	Open			Accounts Payable	Trugreen	\$6,600.00		
	Invoice		Date	Description		Amount			
	54506516-2		10/12/2016	aeration and seeding Fall		\$4,200.00			
	50298191		10/12/2016	planting		\$2,400.00			
20874	10/24/2016	Open			Accounts Payable	Tyler Technologies	\$560.00		
	Invoice		Date	Description		Amount			
	030-4773		10/12/2016	mobile CD test		\$560.00			
20875	10/24/2016	Open			Accounts Payable	Unifirst Corporation	\$683.92		
	Invoice		Date	Description		Amount			
	06109996113		10/12/2016	mat service		\$124.69			
	0610999610		10/12/2016	mat service		\$27.24			
	06109996120		10/12/2016	mat service		\$29.42			
	0811146102		10/12/2016	laundry service		\$160.61			
	06109983979		10/12/2016	mat service		\$27.24			
	0610998399b		10/12/2016	mat service		\$29.42			

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	0610998398a			10/12/2016			\$124.69		
	0811146703v			10/18/2016			\$160.61		
20876	10/24/2016	Open			Accounts Payable	USA Bluebook		\$99.47	
	Invoice			Date	Description		Amount		
	071219			10/12/2016	repair parts		\$99.47		
20877	10/24/2016	Open			Accounts Payable	Village of Romeoville Fire Academy		\$600.00	
	Invoice			Date	Description		Amount		
	2016-500			10/18/2016	operations training		\$450.00		
	2016-509			10/18/2016	tech rescue awareness		\$150.00		
20878	10/24/2016	Open			Accounts Payable	Visa		\$20.32	
	Invoice			Date	Description		Amount		
	2016-00000647			10/17/2016	police dept *0912		\$20.32		
20879	10/24/2016	Open			Accounts Payable	Wednesday Journal		\$308.00	
	Invoice			Date	Description		Amount		
	08012016			10/12/2016	advertising/legal notice		\$308.00		
20880	10/24/2016	Open			Accounts Payable	Welsch Ready Mix, Inc		\$9,214.85	
	Invoice			Date	Description		Amount		
	141171			10/12/2016	street materials		\$2,516.00		
	140662			10/12/2016	street materials		\$1,132.20		
	140735			10/12/2016	street materials		\$1,132.20		
	140474			10/12/2016	street materials		\$1,132.20		
	141412			10/18/2016	street materials aggregate		\$1,006.40		
	141498			10/18/2016	street materials		\$2,295.85		
20881	10/24/2016	Open			Accounts Payable	Wentworth Tire Service		\$587.00	
	Invoice			Date	Description		Amount		
	40003917			10/12/2016	road service hourly		\$196.00		
	40004444			10/18/2016	sewer repair parts		\$391.00		
20882	10/24/2016	Open			Accounts Payable	Westfield Ford		\$361.93	
	Invoice			Date	Description		Amount		
	421740			10/18/2016	battery/engine mount		\$361.93		
20883	10/24/2016	Open			Accounts Payable	Zoll		\$1,800.00	
	Invoice			Date	Description		Amount		
	9030427			10/18/2016	RESCUENET		\$1,800.00		
20884	10/24/2016	Open			Accounts Payable	Burrell , Dwayne		\$199.00	
	Invoice			Date	Description		Amount		
	102416			10/14/2016	vision care reimbursement		\$199.00		
20885	10/24/2016	Open			Accounts Payable	Hahn, Nicholas		\$214.00	
	Invoice			Date	Description		Amount		
	102416			10/14/2016	vision care reimbursement		\$214.00		
20886	10/24/2016	Open			Accounts Payable	Kudla, David		\$102.59	
	Invoice			Date	Description		Amount		
	100516			10/14/2016	work boots for duty		\$102.59		
20887	10/24/2016	Open			Accounts Payable	Mihalik, James		\$667.86	
	Invoice			Date	Description		Amount		
	090616			10/14/2016	reimbursement for expenses - Staff & Command		\$667.86		

Corporate Warrant - 10/24/2016

From Payment Date: 10/11/2016 - To Payment Date: 10/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
20888	10/24/2016	Open			Accounts Payable	Schreiber, Terry	\$108.95		
	Invoice		Date	Description		Amount			
	101016		10/14/2016	reimbursement for parking exp for subpoena		\$34.00			
	102416		10/14/2016	vision care reimbursement		\$74.95			
20889	10/24/2016	Open			Accounts Payable	Brown-Luce, Michelle	\$32.69		
	Invoice		Date	Description		Amount			
	100316		10/14/2016	women's work wear		\$32.69			
20890	10/24/2016	Open			Accounts Payable	Conrad, Richard	\$129.00		
	Invoice		Date	Description		Amount			
	092816		10/14/2016	annual work boots allowance		\$129.00			
20891	10/24/2016	Open			Accounts Payable	Haynes, Spelmon	\$94.99		
	Invoice		Date	Description		Amount			
	101716		10/14/2016	boot allowance		\$94.99			
20892	10/24/2016	Open			Accounts Payable	DEMARCO, NICOLE	\$1,640.00		
	Invoice		Date	Description		Amount			
	101316		10/14/2016	Flood mitigation reimbursement		\$1,640.00			
20893	10/24/2016	Open			Accounts Payable	MACHALEK, I, A	\$4,000.00		
	Invoice		Date	Description		Amount			
	100716		10/14/2016	Flood mitigation reimbursement		\$4,000.00			
20894	10/24/2016	Open			Accounts Payable	Debra Nason Inc.	\$3,000.00		
	Invoice		Date	Description		Amount			
	092316		10/14/2016	street & parkway bond, 3224 Vernon, permit 2016-00000036		\$3,000.00			
20895	10/24/2016	Open			Accounts Payable	K-Five Construction Corp	\$1,900.00		
	Invoice		Date	Description		Amount			
	101816		10/14/2016	refund of deposit for hydrant meter		\$1,900.00			
20896	10/24/2016	Open			Accounts Payable	Thomas, Sarah	\$77.00		
	Invoice		Date	Description		Amount			
	101316		10/14/2016	planting supplies for fall decorations		\$77.00			
20897	10/24/2016	Open			Accounts Payable	Burdi, Peter	\$3,000.00		
	Invoice		Date	Description		Amount			
	100516		10/14/2016	street & parkway bond, 3607 Madison, permit 2016-00000160		\$3,000.00			
20898	10/24/2016	Open			Accounts Payable	Feirick, Maureen	\$1,000.00		
	Invoice		Date	Description		Amount			
	100516		10/14/2016	parkway bond, permit #2016-00000602		\$1,000.00			
20899	10/24/2016	Open			Accounts Payable	Hanen, Bary	\$1,000.00		
	Invoice		Date	Description		Amount			
	100516		10/14/2016	parkway bond, permit #2016-00000300		\$1,000.00			
Type Check Totals:					133 Transactions		\$511,662.31		
EFT									
440	10/21/2016	Open			Accounts Payable	Village of Brookfield	\$372,554.72		
	Invoice		Date	Description		Amount			
	2016-00000651		10/21/2016	salaries		\$372,554.72			

Corporate Warrant - 10/24/2016

From Payment Date: 10/11/2016 - To Payment Date: 10/24/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
441	10/21/2016	Open			Accounts Payable	Village of Brookfield	\$13,229.04		
	Invoice		Date	Description			Amount		
	2016-00000652		10/21/2016	FICA/Medicare			\$13,229.04		
442	10/21/2016	Open			Accounts Payable	Village of Brookfield	\$89.44		
	Invoice		Date	Description			Amount		
	2016-00000653		10/21/2016	SUI			\$89.44		

Type EFT Totals:

PFC - PUBLIC FUND CHECKING Totals

3 Transactions

\$385,873.20

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$511,662.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$511,662.31	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$385,873.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$385,873.20	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$897,535.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	136	\$897,535.51	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	133	\$511,662.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	133	\$511,662.31	\$0.00

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	3	\$385,873.20	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Total	3	\$385,873.20	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	136	\$897,535.51	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	136	\$897,535.51	\$0.00

RESOLUTION NO. R – 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**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 24th DAY OF OCTOBER 2016

RESOLUTION NO. R – 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

WHEREAS, the Village of Brookfield, an Illinois Municipal Corporation, organized as a Village is a member of the Illinois Public Pension Fund Association (“IPPFA”);

WHEREAS, IPPFA has created a VEMA® Post Retirement Healthcare Funding Plan (the “Plan”) for the use of its member jurisdictions and offers the Plan for adoption by its members (Village of Brookfield) for the benefit of their respective employees;

WHEREAS, the Village of Brookfield (the “Village”) entered into a VEMA® Post Retirement Healthcare Funding Plan dated May 8, 2006, with the successor administrator Babbitt Municipalities, Inc. Chicago, IL (“BMI”), for the VEMA® Plan Adoption Agreement;

WHEREAS, the Village of Brookfield (the “Village”) entered into a VEMA® Post Retirement Healthcare Funding Plan dated May 8, 2006, with Babbitt Municipalities, Inc. Chicago, IL (“BMI”) for the VEMA® Plan Administrative Services Agreement, pursuant to which Transamerica Retirement Solutions (the “Service Agent”), or any successor, trustee, or asset manager, has been appointed to provide certain record keeping and administrative services with respect to the Plan;

WHEREAS, the Village and IPPFA desire to amend the Plan to administer the Plan on behalf of all the employees of the Village of Brookfield in order to allow all the employees to provide for their retirement security and to serve the interest of the Village of Brookfield in attracting and retaining competent personnel;

WHEREAS, the Village desires to amend the Schedule of Contributions to amend Class Three of the contributors;

WHEREAS, the Board of Trustees deems it desirable and in the best interest of the Village to enter into a Fourth Amendment to the VEMA® Post Retirement Healthcare Funding Plan to allow all Village of Brookfield employees to participate in the Plan;

WHEREAS, the Board of Trustees deems it desirable and in the best interest of the Village to enter into a Fourth Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions;

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 of Brookfield enter into a Fourth Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions, a copy of which amendment is attached hereto marked as Exhibit "A".

Section 3: The President shall be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest on behalf of the Village the Fourth Amendment to the VEMA® Post Retirement Healthcare Funding Plan Schedule of Contributions, a copy of which amendment is attached hereto marked as Exhibit "A".

Section 4: This Resolution shall take effect upon its passage and approval in accordance with law.

ADOPTED this 24th day of October 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me 24th day of October, 2016.

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

ATTESTED and filed in my office,
this 24th day of October, 2016.

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

EXHIBIT A
SCHEDULE OF CONTRIBUTIONS
Amendment 4

The Village of Brookfield VEMA Plan schedule is as follows:

Class 1: All Covered Members of the IAFF Local 4828 Bargaining Unit and Fire Captains

IAFF Local 4828 bargaining unit members and Fire Captains who earn in excess of 1383 hours shall have mandatorily deferred into the plan a sum equal to sixty percent (60%) of the member's hourly rate for such sick leave at the end of the month in which it was earned.

Class 2: Deputy Police Chief Retired Prior to December 31, 2008

Upon separation of employment with the Village, all vacation time will mandatorily be deposited into the plan.

Class 3: Police Lieutenants Promoted after May 22, 2011

Mandatorily deferring 4% of salary into the plan for the first 48 months upon reaching the rank of Lieutenant. Mandatorily deferring 9% of salary into the plan after the 48th month upon reaching the rank of Lieutenant. Upon separation of employment with the Village, 75% of the payout of accumulated sick and vacation time will mandatorily be deposited into the plan.

Class 4: Police Sergeants as of January 1, 2013

Upon separation of employment with the Village, 100% of the payout of accumulated sick, vacation, personal, and compensatory time will mandatorily be deposited into the plan.

Class 5: Patrol Officers Hired Prior to January 1, 1995

Upon separation of employment with the Village, 100% of the payout of accumulated sick time will mandatorily be deposited into the plan.

Amendment date: _____

Authorized Signature

Title

RESOLUTION NO. 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

WHEREAS, the Village of Brookfield (the "Village") desire to enter into a "COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT, Grant No. 1606-004" (the "Agreement," attached hereto as EXHIBIT "A"), for the 2016 Program Year, with the County of Cook, Illinois (the "County"), relative to the receipt of funds to be distributed by the County to the Village pursuant to a Community Development Block Grant Program ("CDBG"); and

WHEREAS, the County desires to enter into the Agreement with the Village in order to award and disburse TWO HUNDRED THOUSAND DOLLARS (\$200,000) in grant funds to permit the Village to construct the following eligible capital improvements within its corporate boundaries: **Street Improvement: Raymond Avenue from Jackson Avenue to 31st Street.**

NOW, THEREFORE BE IS SOLVED by the President and Board of Trustees of the Village of Brookfield that the Village President and the Village Clerk be and are hereby directed and authorized to submit the Subrecipient Agreement, all understandings and assurances and to executed the 2016 Community Development Block Grant Program Year Agreements with the County of Cook, Illinois for Project No. 1606-004, a copy of which is on filed with the Village Clerk.

BE IT FURTHER RESOLVED by the President and Board of Trustees of the Village of Brookfield that the Village President or Village Manager be and is hereby directed and authorized to execute any and all additional documents necessary to carry out the 2016 Community Development Block Grant Program.

ADOPTED this 24th day of October, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me and attested by the Village Clerk on this 24th day of October, 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 24th day of October, 2016.

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

[SEAL]



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, October 24, 2016**

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

AGENDA

- A. **Discussion** - Damage to Village Property Ordinance Change
- B. **Discussion** – 2017-2021 Capital Plan Update
- C. **Discussion** - 2017 Street Project Update
- D. **Discussion** – 2016 Estimated Village of Brookfield Property Tax Levy Resolution
- E. **Discussion** – Proposed 8 Corners TIF District
- F. **Discussion** – Developer of Record
- G. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- H. **Adjournment**

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

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: Damage to Village Property Ordinance

COMMITTEE DATE: October 24, 2016

PREPARED BY: Michelle Robbins, PHR, SHRM-CP
Director of Human Resources

PURPOSE: Amend Section 36-74 of the Village Code of Ordinances to amend the definition of a minor.

BUDGET AMOUNT: N/A

BACKGROUND:

The current Village ordinance regarding Damage to Village Property defines a minor as “a person who is above the age of 11 years, but not yet 19 years of age”. Based upon discussions with the Village Adjudicator, it has been suggested that the Village amend the definition of a minor to “a person under 18 years of age”.

ATTACHMENTS:

1. Section 36-74, redline version

STAFF RECOMMENDATION:

Staff desires to have the current ordinance amended to reflect the recommended language.

REQUESTED COURSE OF ACTION:

The Board adopts 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” at the November 14, 2016 Board Meeting.

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 is ~~above the age of 11 years, but not yet 19~~ under 18 years of age.

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.

(Ord. No. 2009-004, § 2(17-47A), 1-26-2009; Ord. No. 2012-39, § 2(17-47A), 6-11-2012)



COMMITTEE ITEM MEMO

ITEM: 2017/2018 Budget and Capital Planning Process / Street Program 2017

COMMITTEE DATE: October 24, 2016

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

PURPOSE: Review the Capital Plan

BUDGET:

BACKGROUND:

At the October 24 meeting Staff will make a presentation relative to capital plan funding for 2017 and 2018 capital expenditures as well as the 2017 Street Improvement and Maintenance Program.

Staff will review the presentation, clarify questions that arise, and outline further detail of the capital process.

September Financials will be available next week.

ATTACHMENTS:

1. The presentation will be distributed at the meeting.

STAFF RECOMMENDATION:

Review Budget and Capital Plan.

REQUESTED COURSE OF ACTION:

Continue with Budget Process.



Village of Brookfield

Manager's Office Memorandum

DATE: October 24, 2016 (UPDATED)

TO: Board of Trustees
Department Heads

FROM: Keith R. Sbiral, Village Manager
Doug Cooper, Finance Director

Re: 2017/2018 Goal Setting and Budget Timeline

Initial Presentation of Budget Timeline (one month later than 2016)	September 26, 2016
Departmental Goal and Budget Review (Department Head/Manager) One-On-One/Two Budget Meetings with Management	September/October
2016 Capital Plan Update Discussion COW - Estimate of Taxes to be levied for 2016 (Truth in Taxation Resolution)	October 24, 2016
Village Board of Trustees Goal Setting and Capital Planning Retreat	October 26 or 27, 2016 (tentative)
2016 Capital Plan Update Discussion, Continued	Special Meeting if Needed
Departmental Budget Development	October/November
BOT – Approval of the Truth in Taxation Resolution COW - First Budget Meeting – Village Board Draft Budget Outline Review	November 14, 2016
Committee of the Whole 2017/2018 Draft Budget Review	November 28, 2016
Truth in Taxation Public Hearing prior to Board Meeting Approve the Final Tax Levy Ordinances for 2016 Levy Board of Trustee approval of 2017/2018 Budget Policy Document and Updated Capital Plan	December 12, 2016
Approval of Appropriation Ordinance	January 9, 2017
Abatement Ordinance Approvals	February 2016

Red = Complete
Blue = Modified Plan
Green = In process
Black = Future deadline



COMMITTEE ITEM MEMO

ITEM: 2016 Estimated Village of Brookfield Property Tax Levy Resolution

COMMITTEE OF THE WHOLE

DATE: October 24, 2016

PREPARED BY: Doug Cooper, Finance Director 

PURPOSE: Approval of Estimated 2016 Tax Levy as required under the Truth in Taxation Act

BUDGET AMOUNT: N/A

BACKGROUND:

Under the Truth in Taxation Act, the Village is required to pass a resolution estimating the amount of the 2016 Tax Levy. If the increase exceeds five percent, the Village is required to hold a public hearing. Regardless of the percentage increase, the Village has historically held a public hearing on its tax levy, and will do so again for the 2016 tax levy.

Under the Property Tax Extension Limitation Law (PTELL or the Tax Cap) the Village is allowed to increase its levy from the previous year's levy by an amount of the lower of the CPI or 5%. The Illinois Department of Revenue stipulated that the 2016 Tax Levy increase will be held to 0.7% (CPI as of January 1, 2016). Two items need to be noted:

1. The Library Board has not yet developed its Levy for 2016. The numbers will be incorporated into this resolution by the next Board of Trustees Meeting when the resolution will be voted on.
2. The Firefighter's Pension Fund utilized the services of an additional actuarial firm to provide the 2016 Actuarial Evaluation. The 2016 Contribution (levy request) came in higher than the actuary used by the Village - attached is an analysis. The Board will receive a separate levy recommendation from the Firefighter's Pension Board prior to adoption of the 2016 Tax Levy. To be conservative, the levy amount disclosed in the resolution will use with the higher levy contribution. Under State law, the Board can choose either levy amount in the final tax levy filed with the county.

The VILLAGE'S 2016 estimated tax levy is \$8,431,097 for purposes of the Truth in Taxation Resolution. This represents a 4.5658% increase over the 2015 extended levy. The final levy will be presented at the Committee of the Whole meeting on November 23, 2015 Board Meeting and will be voted on at the December 12, 2016 Board meeting.

ATTACHMENTS:

Resolution Determining the Estimated Property Taxes to be levied for the 2016 Tax Year

STAFF RECOMMENDATION:

Staff recommends the adoption of the above resolution.

REQUESTED COURSE OF ACTION:

The Resolution will be presented to the Board for Approval at the November 14th Board of Trustees Meeting. The Board of Trustees will be presented with the formal Tax Levy Ordinance at the November 23rd Committee of the Whole Meeting, for discussion. The final Tax Levy Ordinance will be placed on the December 14th Board of Trustees Meeting, for adoption. A public hearing will be held prior to the start of the Board of Trustees meeting on Monday, December 14th.

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 \$ XX,XXX,XXX.

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%
Total For Truth In Taxation/Tax Cap		8,271,593	7,949,486	322,106	4.0519%
Non-Capped Funds					
Firefighters Pension PA 93-0689		57,481	44,762	12,719	28.4147%
Debt Service					
Levy per debt ordinances	1,481,803				
Less abatements in the amount of	(1,429,803)	52,000	-	52,000	0.0000%
Total Village Non-Capped Levy		109,481	44,762	64,719	144.5847%
Total Village Levy		8,381,074	7,994,248	386,825	4.8388%

VILLAGE OF BROOKFIELD			
FIREFIGHTER PENSION TAX LEVY ANALYSIS			
	ACTUARY		
	LAUTERBACH	SHARPE	DIFF
TOTAL RECOMMENDED LEVY	1,072,303	1,000,456	71,847
AMOUNT EXCLUDED FROM TAX CAP	57,481	50,023	7,458
AMOUNT HELD TO TAX CAP	1,014,822	950,433	64,389
TOTAL LEVY	1,072,303	1,000,456	71,847



COMMITTEE ITEM MEMO

ITEM: Proposed 8 Corners TIF District
COMMITTEE DATE: October 13, 2016
PREPARED BY: Nicholas Greifer, Director of Community & Economic Development; Emily Egan, Village Planner
PURPOSE: To Consider Ordinances Enacting the 8 Corners TIF District
BUDGET AMOUNT: NA

BACKGROUND:

In 2008 and 2011, the Village established two TIF Districts along Ogden Avenue, formally designating the Ogden corridor as a priority for economic development. In 2016, the Village is proposing a third, geographically focused area in the business district commonly known as "8 Corners." 8 Corners has experienced declining EAV in recent years, and it has approximately \$7.8 million in EAV as of tax year 2015, the most recent year per the Cook County Assessor (Village-wide EAV is \$332 million).

Establishing the 8 Corners TIF District advances the goal of redeveloping the former bowling alley, reducing vacancies in the 8 Corners area, and encouraging sustainable development (including development that potentially leverages Metra train access). TIF financing would provide a crucial financing vehicle to support projects such as the bowling alley redevelopment as well as any future priorities as identified in the forthcoming Comprehensive Plan.

Procedurally, all statutory steps have been followed:

- In October 2015, the Village’s economic development consultant, Kane, McKenna and Associates (KMA), delivered a TIF qualification report and concluded that the area would qualify as a TIF District via the statutory finding as a “conservation area.”
- This summer an intergovernmental Joint Review Board reviewed the KMA qualification report and TIF Plan, concurring in its findings. The Joint Review Board passed an advisory resolution recommending adoption of the proposed TIF designation.
- Mandatory notices were sent via certified mail to taxpayers, newspaper notices, and mailings to residents in the area surrounding the proposed TIF District (within 750 feet of TIF boundaries).
- Finally, a public hearing was held in September.

ATTACHMENTS:

1. Proposed 8 Corners TIF Plan
2. Proposed Ordinances Establishing 8 Corners TIF District

STAFF RECOMMENDATION:

Staff recommends the Village of Brookfield Committee of the Whole review and approve the draft ordinances, for subsequent consideration by the Village Board.

REQUESTED COURSE OF ACTION:

Review and approval

Draft dated May 13, 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.

May 2016

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EXHIBITS

Exhibit 1	-	Boundary Map
Exhibit 2	-	Legal Description
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Exhibit 4	-	Existing Land Use Map
Exhibit 5	-	Proposed Land Use Map

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 east, Lincoln Avenue to the south, and Park Avenue the west. 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.

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

The following general goals have been developed as a "guiding framework" directing future change in the community:

- 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.

- 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.

EXHIBIT 1
BOUNDARY MAP



Eight Corners TIF District Brookfield, IL

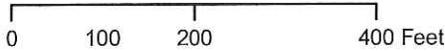
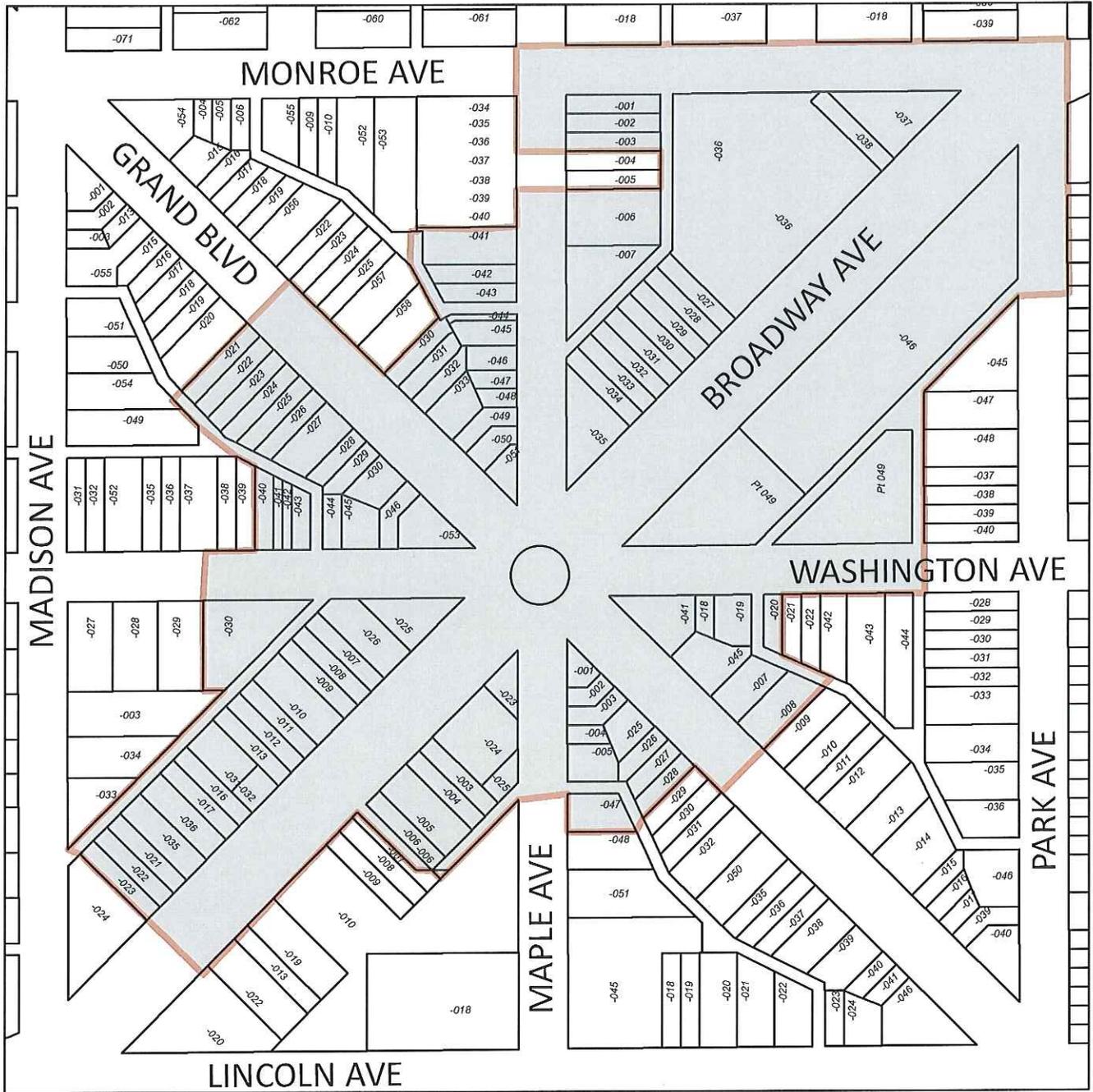


EXHIBIT 2
LEGAL DESCRIPTION

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

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 3

TIF ELIGIBILITY REPORT

**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.

May 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 east, Lincoln Avenue to the south, and Park Avenue the west. 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

	2014	2013	2012	2011	2010	2009
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	416,941,325	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	15-34-130-046-0000
14	15-34-130-053-0000
15	15-34-131-030-0000
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	15-34-221-006-0000
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
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53	15-34-306-012-0000
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55	15-34-306-016-0000
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58	15-34-306-022-0000
59	15-34-306-023-0000
60	15-34-306-025-0000
61	15-34-306-026-0000
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	15-34-307-006-0000
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	15-34-307-026-1002*
76	15-34-307-026-1003*
77	15-34-307-026-1004*
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

APPENDIX B
Boundary Map of RPA



Eight Corners TIF District Brookfield, IL

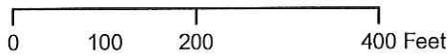
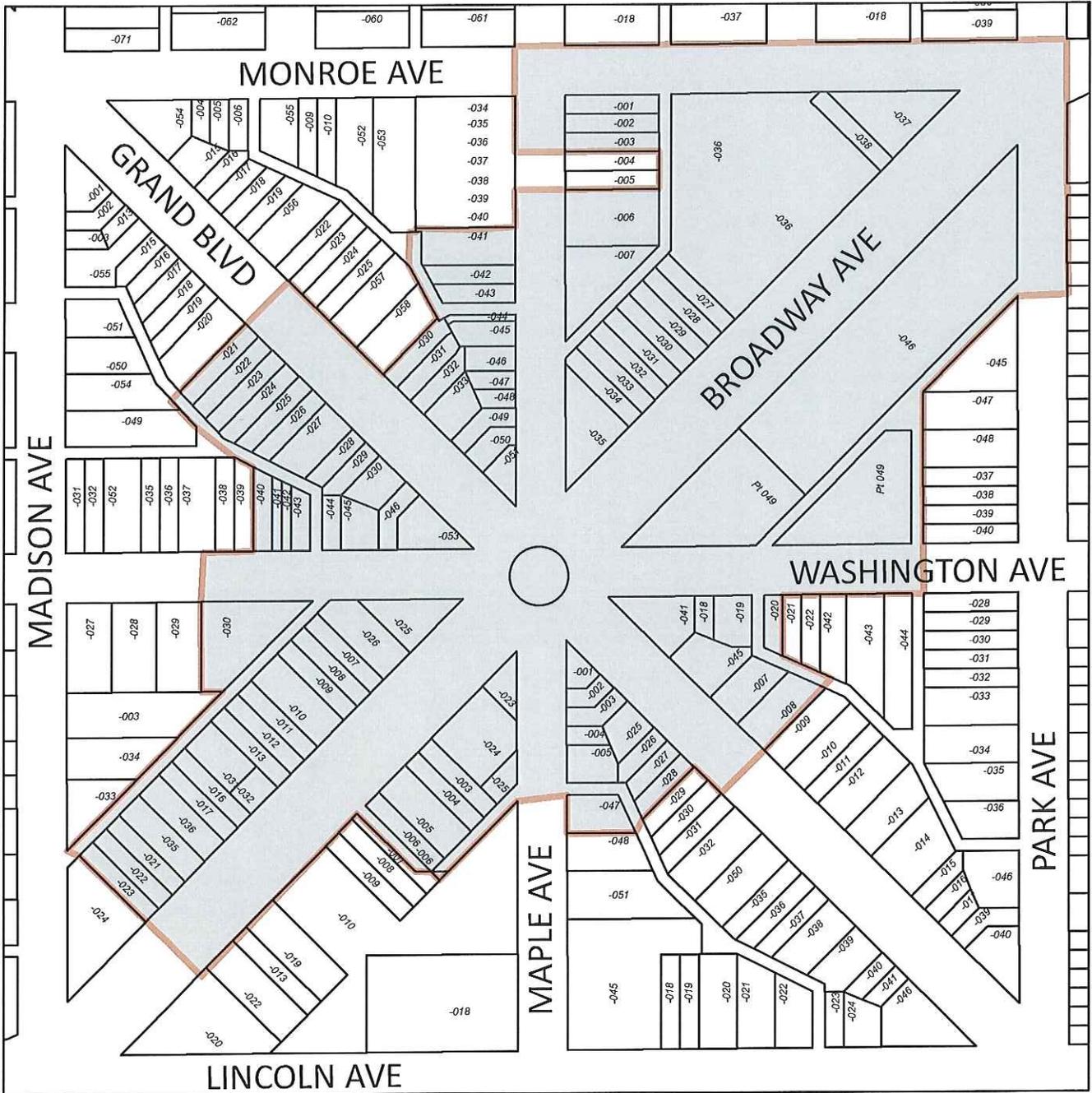
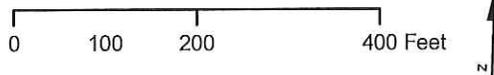
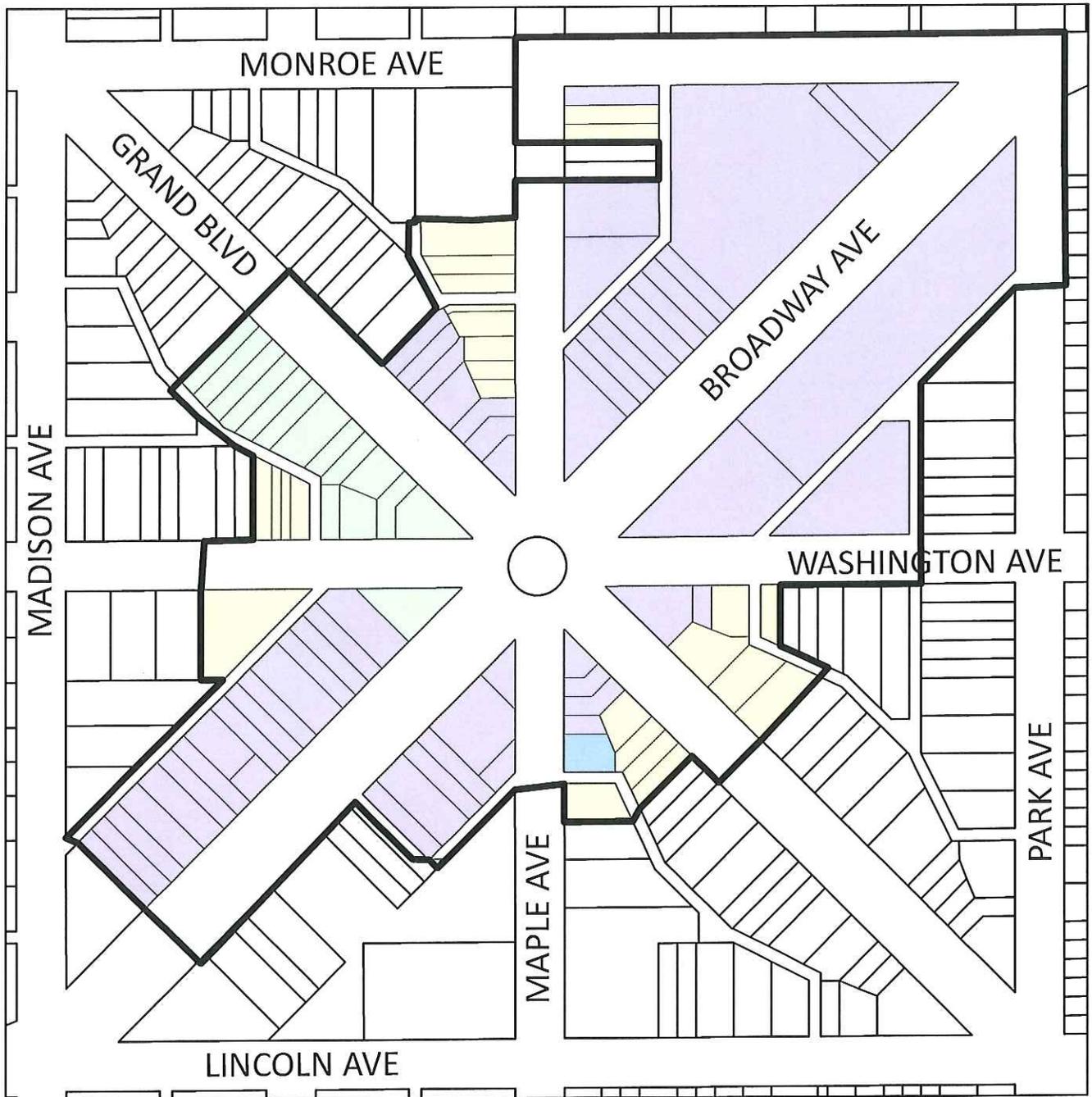


EXHIBIT 4
EXISTING LAND USE MAP



Eight Corners TIF District Brookfield, IL Existing Land Uses



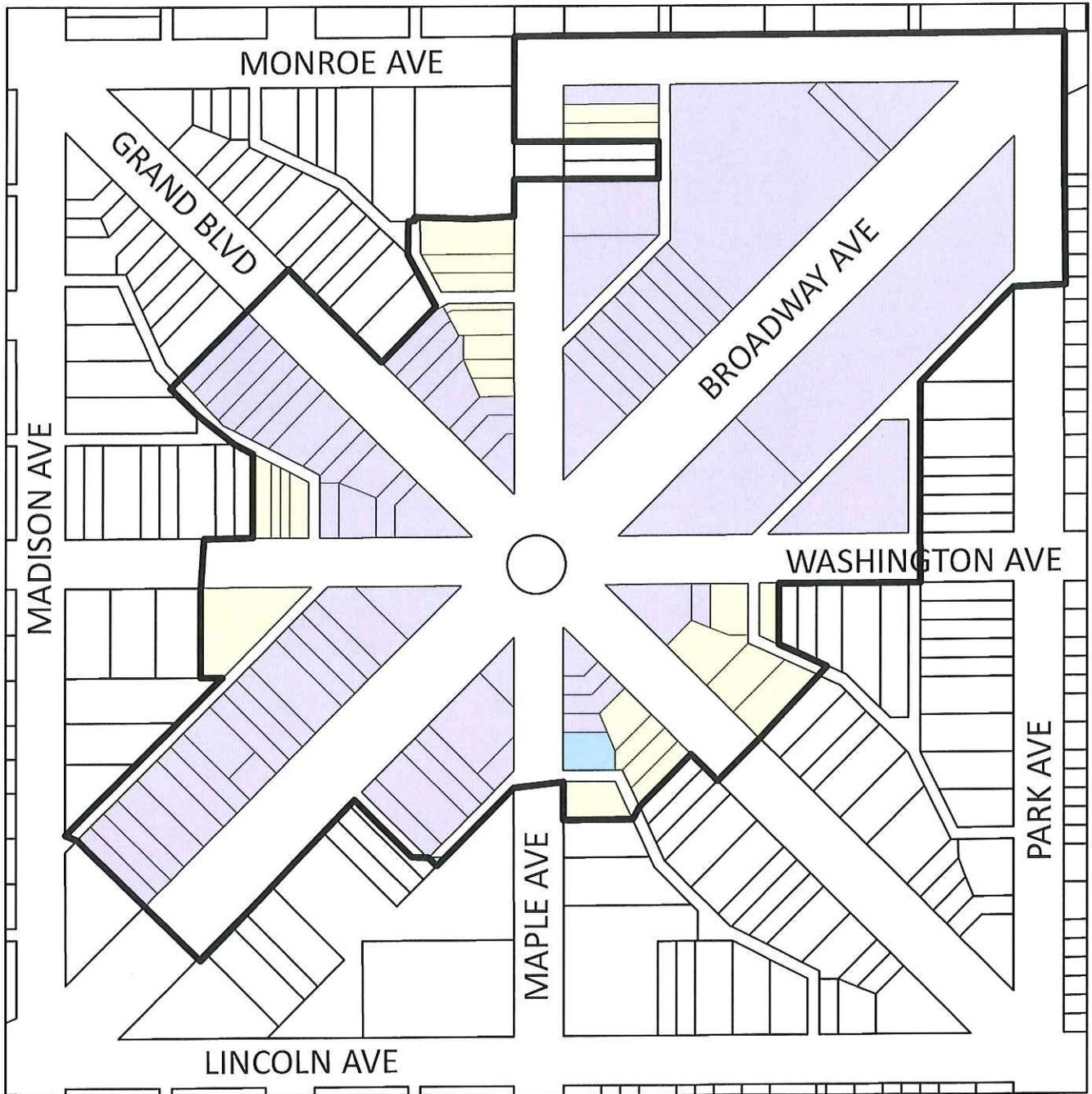
-  TIF Boundary
-  Commercial/Mixed Use
-  Institutional
-  Open Space
-  Residential

EXHIBIT 5

PROPOSED LAND USE MAP



Eight Corners TIF District Brookfield, IL Proposed Land Uses



0 100 200 400 Feet



-  TIF Boundary
-  Commercial/Mixed Use
-  Institutional
-  Residential/Mixed Use

ORDINANCE NO. 2016 - _____

**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 _____,

2016, by publication on _____, 2016 and _____, 2016 and by certified mail to taxpayers within the Area on _____, 2016; and

WHEREAS, on _____, 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 ____ day of _____ 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 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 ____ day of _____ 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

DRAFT
ORDINANCE NO. 1

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

DRAFT
ORDINANCE NO. 1

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 east, Lincoln Avenue to the south and Park Avenue to the west and includes all adjacent rights of ways.

EXHIBIT C
Boundary Map



Eight Corners TIF District
Brookfield, IL

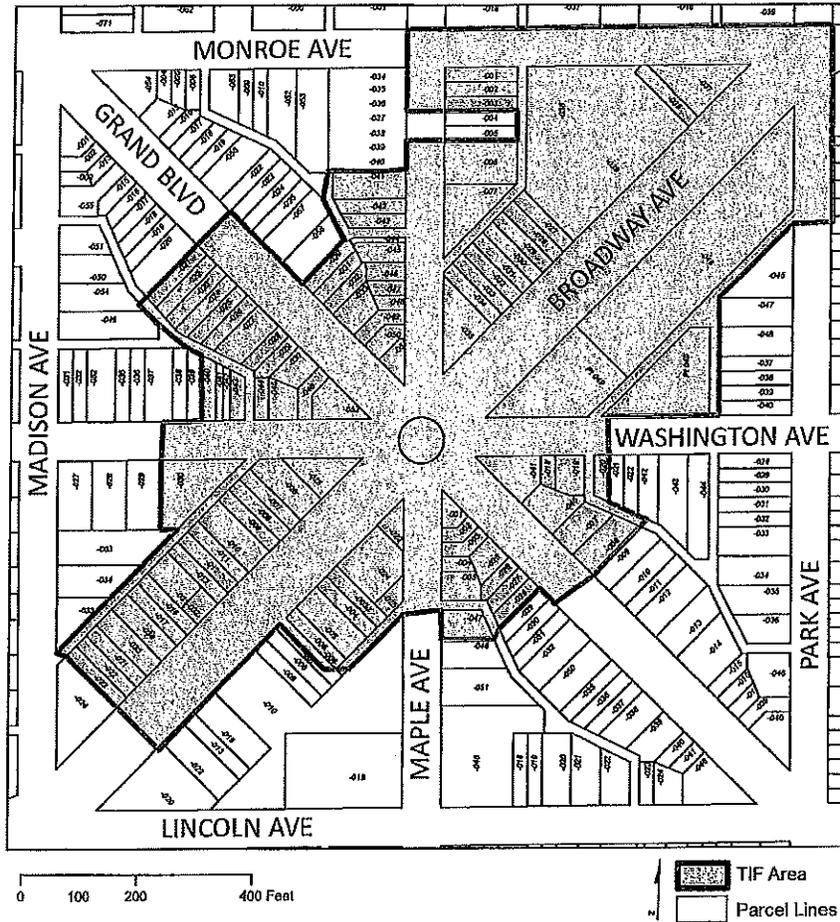


EXHIBIT D

Redevelopment Plan and Project

ORDINANCE NO.2016 - _____

**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 ____ day of _____ 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 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 ____ day of _____ 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

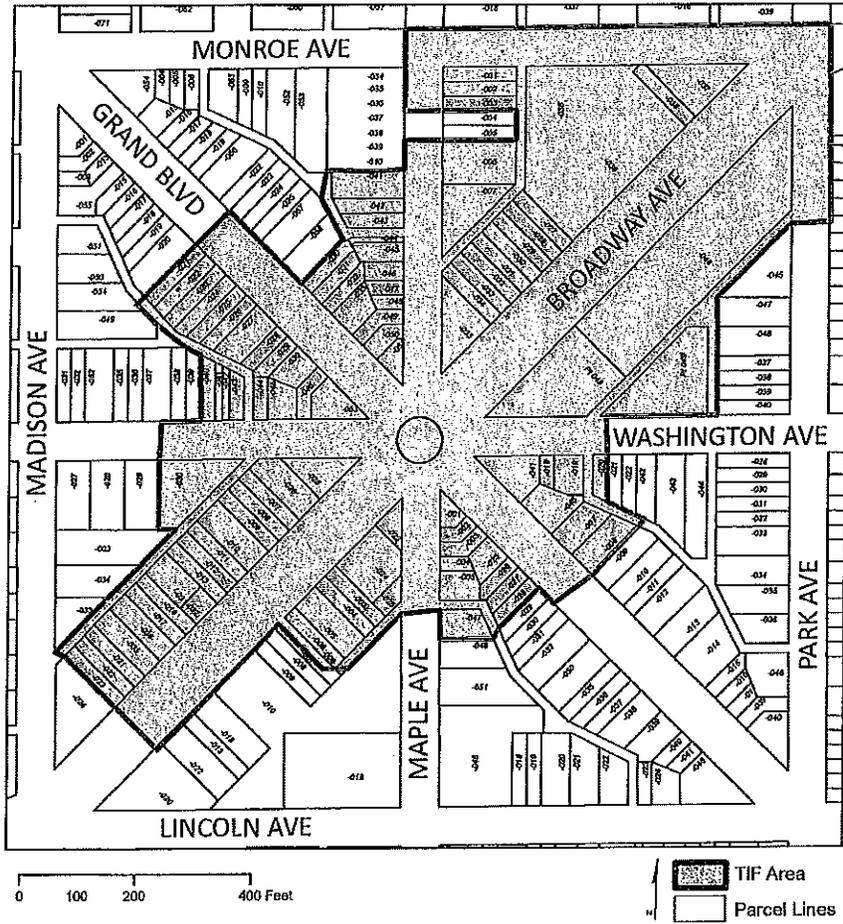
The proposed Redevelopment Project Area is generally described as a contiguous area generally bounded by Monroe Avenue to the north, Madison Avenue to the east, Lincoln Avenue to the south and Park Avenue to the west and includes all adjacent rights of ways.

EXHIBIT C

Boundary Map



Eight Corners TIF District Brookfield, IL



ORDINANCE NO. 2016 - _____

**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 ____ day of _____ 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 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 ____ day of _____ 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

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ORDINANCE NO. 3

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,

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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

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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

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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

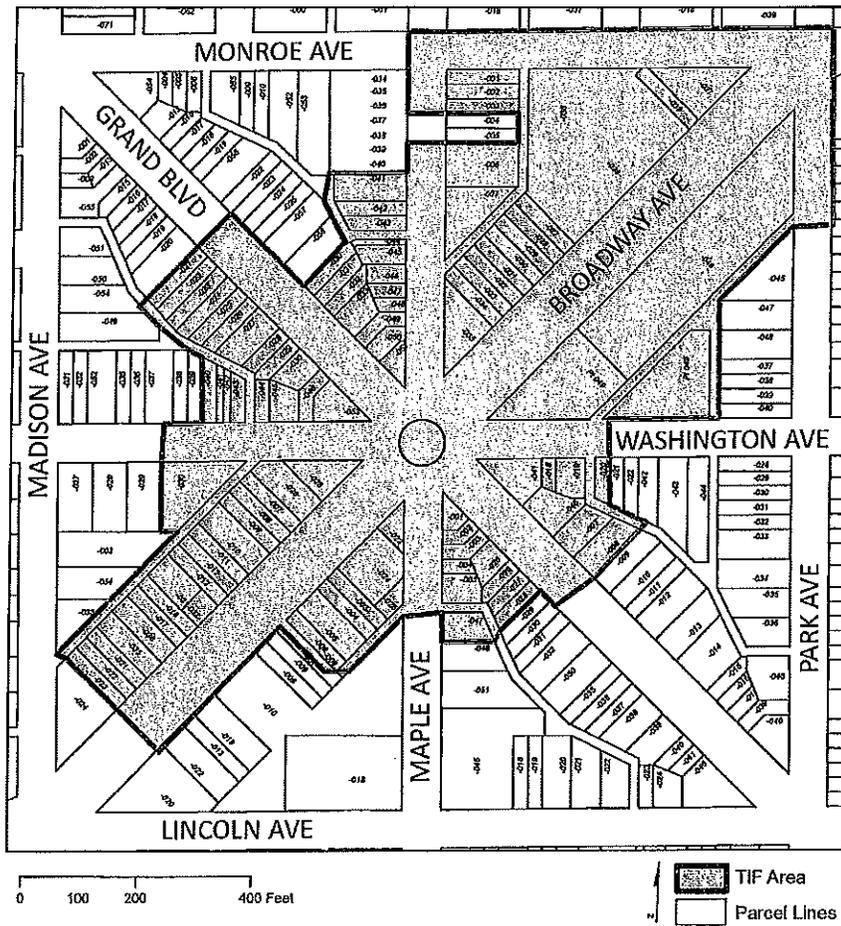
General Street Location

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

EXHIBIT C
Boundary Map



Eight Corners TIF District
Brookfield, IL





COMMITTEE ITEM MEMO

ITEM: Developer of Record
COMMITTEE DATE: October 14, 2016
PREPARED BY: Nicholas Greifer, Director of Community & Economic Development
PURPOSE: To Renew Preliminary Redevelopment Agreement (RDA) with Troutman & Dams
BUDGET AMOUNT: NA

BACKGROUND:

In 2008 and 2011, the Village established two TIFs Districts along Ogden Avenue, formally designating the Ogden corridor as a priority for economic development. To that end, the Village has conducted outreach to developers over the past several years, including the successfully executed Sherwin-Williams RDA. The Village is seeking further redevelopment by continuing work with the firm of Troutman and Dams, a developer which seeks to partner with the Village on the redevelopment of the 9500 block of Ogden Avenue as the developer of record.

The Village in 2015 executed a Preliminary RDA with the firm. The firm has decided to focus its efforts upon the 9500 block of Ogden and pursue a two-phase approach with phase 1 being to consider a project on the Village owned site as described in Exhibit A to the agreement. Currently, this is being proposed as a 48-unit apartment project (2 24-unit buildings).

The Village will be asked to renew Troutman and Dams as the developer of record. This would involve a Preliminary RDA, which is a tool used to assist the developer in marketing the 9500 block of Ogden Avenue. There is no financial exchange involved in entering into a Preliminary RDA, but it is useful to the developer in marketing the sites by having the imprimatur of the Village. In contrast, a final RDA (such as the one with Sherwin-Williams) would in fact involve a municipal financial incentive to a developer, assuming an end user/tenant is secured. If a project is on the table at a later date, additional due diligence would be done pursuant to the 2011 TIF Incentive Policy

ATTACHMENTS:

1. Preliminary RDA

STAFF RECOMMENDATION:

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.

REQUESTED COURSE OF ACTION:

Review and approval

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**”) legally described 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 redevelopment 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. 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 Redevelopment 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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).

XVI. CERTIFICATIONS

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

XVII. 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.

XVIII. AMENDMENTS

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

XIX. 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

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. LIMITATIONS ON FEES

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

XXIX. 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

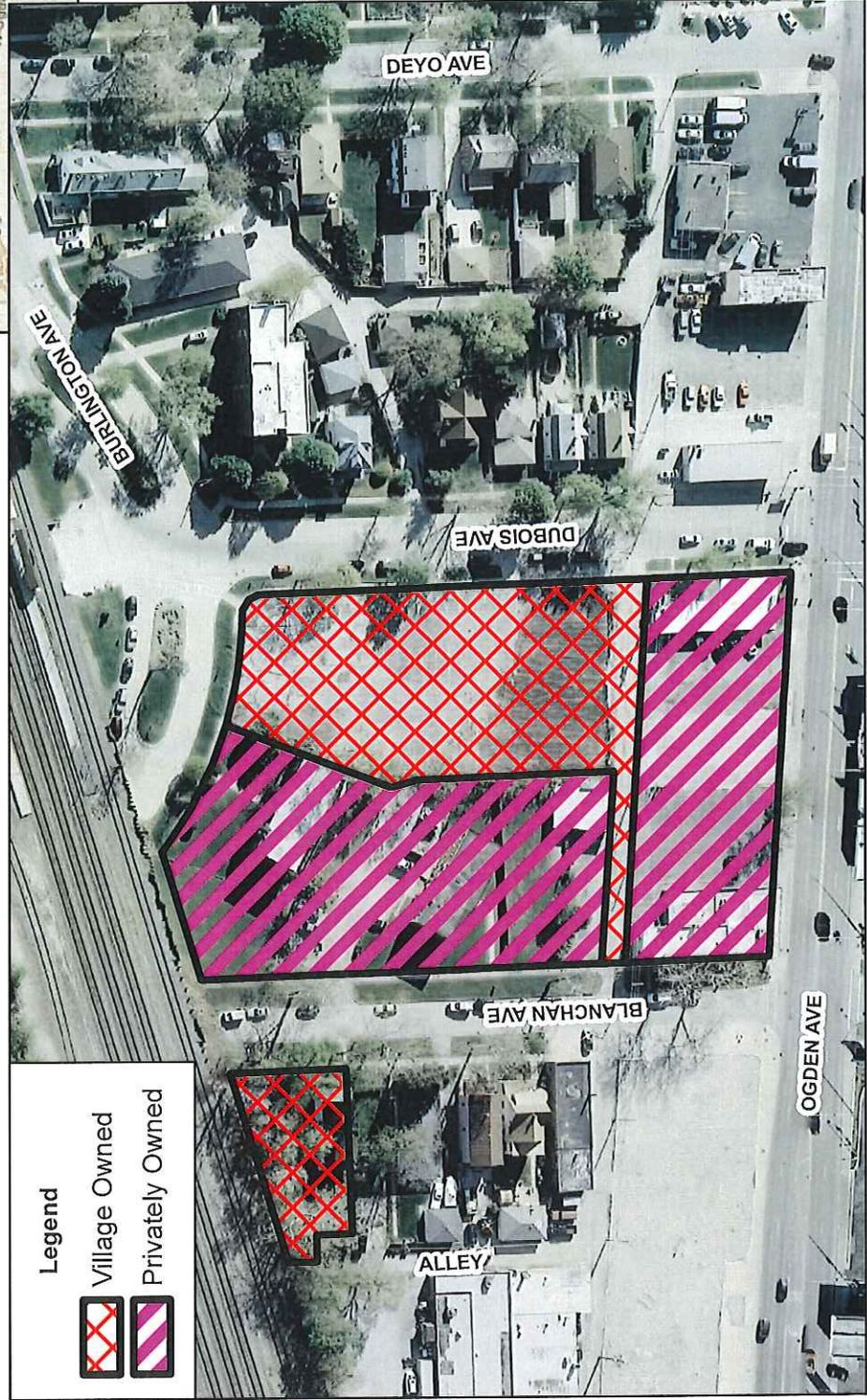
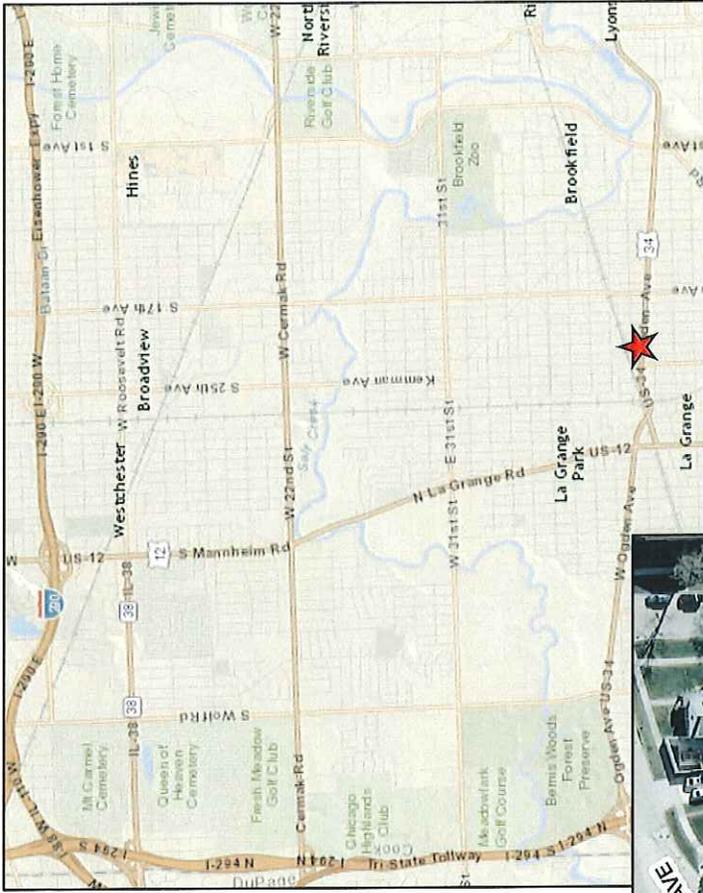
EXHIBIT A
DESCRIPTION OF SITE A

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

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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

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”).

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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”) legally described 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;

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

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

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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

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

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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,

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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.

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(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.

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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.

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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. 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 Redevelopment 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

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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.

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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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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).

XVI. CERTIFICATIONS

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

XVII. 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.

XVIII. AMENDMENTS

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

XIX. 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~~

XX. 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.

XXI. 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.

XXII. 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.

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XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. LIMITATIONS ON FEES

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

XXIX. 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

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EXHIBIT A

DESCRIPTION OF SITE A

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EXHIBIT B

CERTIFICATION

The assurances hereinafter made by James R. Troutman on behalf of Troutman & Dams I.L.C. (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:

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- 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

