

Annual TIF Report

Year Ending December 31, 2011

Downtown TIF District



**801 Burlington Avenue
Downers Grove, Illinois 60515**

**Village of Downers Grove
Downtown TIF District**

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**FY 2011
ANNUAL TAX INCREMENT FINANCE
REPORT**



Name of Municipality: Downers Grove Reporting Fiscal Year: 2011
 County: DuPage Fiscal Year End: 12/30/2011
 Unit Code: 022/042/32

TIF Administrator Contact Information

First Name: Michael Last Name: Baker
 Address: 801 Burlington Ave. Title: Deputy Village Manager
 Telephone: 630-434-6877 City: Downers G Zip: 60515
 E-Mail: mbaker@downers.us

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of Downers Grove is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6 10 et. seq.]

[Signature] 6/25/12
 Written signature of TIF Administrator Date

Section 1 (65 ILCS 5/11-74.4-5 (d) (1.5) and 65 ILCS 5/11-74.6-22 (d) (1.5)*

FILL OUT ONE FOR EACH TIF DISTRICT

Name of Redevelopment Project Area	Date Designated	Date Terminated
Central Business District	12/22/1997	
Ogden Avenue	2/6/2001	

*All statutory citations refer to one of two sections of the Illinois Municipal Code: the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

Name of Redevelopment Project Area:
Primary Use of Redevelopment Project Area*:
If "Combination/Mixed" List Component Types:
Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): Tax Increment Allocation Redevelopment Act <u>X</u> Industrial Jobs Recovery Law _____

	No	Yes
Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment labeled Attachment A	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification labeled Attachment B		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion labeled Attachment C		X
Were there any activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented in the preceding fiscal year and a description of the activities undertaken? [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement labeled Attachment D		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) labeled Attachment E		X
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information labeled Attachment F	X	
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G		X
Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report labeled Attachment H	X	
Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose the Official Statement labeled Attachment I	X	
Was analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage? [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If yes, please enclose the Analysis labeled Attachment J		X
Cumulatively, have deposits equal or greater than \$100,000 been made into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L		X
A list of all intergovernmental agreements in effect in FY 2010, to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M		X

* Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
Provide an analysis of the special tax allocation fund.

Reporting Year	Cumulative
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Fund Balance at Beginning of Reporting Period \$ 1,068,366.00

Revenue/Cash Receipts Deposited in Fund During Reporting FY:

			% of Total
Property Tax Increment	\$ 2,543,270	\$ 15,984,245	14%
State Sales Tax Increment	\$ -	\$ -	0%
Local Sales Tax Increment	\$ -	\$ -	0%
State Utility Tax Increment	\$ -	\$ -	0%
Local Utility Tax Increment	\$ -	\$ -	0%
Interest	\$ 491	\$ 757,397	1%
Land/Building Sale Proceeds	\$ -		0%
Bond Proceeds		\$ 78,515,000	70%
Transfers from Municipal Sources		\$ 8,400,426	8%
Private Sources	\$ -		0%
Other (identify source __ Grant from State of Illinois__; if multiple other sources, attach schedule)	\$ 500,000	\$ 7,865,044	7%

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 3,043,761

Cumulative Total Revenues/Cash Receipts \$ 111,522,112 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 2,593,110.00

Distribution of Surplus \$ -

Total Expenditures/Disbursements \$ 2,593,110

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ 450,651

FUND BALANCE, END OF REPORTING PERIOD \$ 1,519,017

- if there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))
ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
 (by category of permissible redevelopment cost, amounts expended during reporting period)

FOR AMOUNTS >\$10,000 SECTION 3.2 B MUST BE COMPLETED

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]

		Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Financial Auditing	1,585	
TIF Analysis	14,896	
		\$ 16,481
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
		\$ -
4. Costs of rehabilitation, reconstruction, repair or remodeling and replacement of existing public buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
Streetscaping	20,039	
		\$ 20,039
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)		
		\$ -
8. Financing costs. Subsection (q) (6) and (o)(8)		
Debt Service Payments	2,556,590	
		\$ 2,556,590
9. Approved capital costs. Subsection (q)(7) and (o)(9)		
		\$ -
10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
11. Relocation costs. Subsection (q)(8) and (o)(10)		
		\$ -
12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)		
		\$ -
13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)		
		\$ -

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 2,593,110

Section 3.2 B

List all vendors, including other municipal funds, that were paid in excess of \$10,000 during the current reporting year.

____ There were no vendors, including other municipal funds, paid in excess of \$10,000 during the current reporting period.

Name	Service	Amount
S.B. Friedman & Company	Analysis of TIF Bond Debt Service	\$ 14,896.00

**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))
 Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period
 (65 ILCS 5/11-74.4-5 (d) (5) (D) and 65 ILCS 5/11-74.6-22 (d) (5) (D))**

FUND BALANCE, END OF REPORTING PERIOD \$ 1,519,017

	Amount of Original Issuance	Amount Designated
1. Description of Debt Obligations		
General Obligation Bond Series 1999	\$ 6,500,000	\$ -
General Obligation Bond Series 2000	\$ 6,200,000	\$ -
General Obligation Bond Series 2001	\$ 6,000,000	\$ -
General Obligation Bond Series 2002	\$ 6,000,000	\$ 125,400
General Obligation Bond Series 2003A	\$ 12,000,000	\$ -
General Obligation Refunding Bond Series 2005	\$ 9,950,000	\$ 11,447,973
Taxable General Obligation Bond Series 2005	\$ 4,500,000	
General Obligation Refunding Bond Series 2008B	\$ 3,900,000	\$ 4,575,925
General Obligation Refunding Bond Series 2009	\$ 9,030,000	\$ 8,221,775
General Obligation Refunding Bond Series 2010A	\$ 5,805,000	\$ 7,612,375
General Obligation Refunding Bond Series 2010B	\$ 5,150,000	\$ 6,598,100

Total Amount Designated for Obligations \$ 75,035,000 \$ 38,581,548

2. Description of Project Costs to be Paid		
Street Light Painting		\$ 10,500
Landscape		\$ 15,000
Corner Enhancements		\$ 25,000
Common Trash Dumpster Enclosure		\$ 35,000
Redevelopment Agreement (Charles Place)		\$ 35,000
Consultant		\$ 30,000

Total Amount Designated for Project Costs \$ 150,500

TOTAL AMOUNT DESIGNATED \$ 38,732,048

SURPLUS*/(DEFICIT) \$ (37,213,031)

* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing districts (See instructions and statutes)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X **No property was acquired by the Municipality Within the Redevelopment Project Area**

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 - 65 ILCS 5/11-74.4-5 (d) (7) (G) and 65 ILCS 5/11-74.6-22 (d) (7) (G)

Please include a brief description of each project.

_____ No Projects Were Undertaken by the Municipality Within the Redevelopment Project Area

	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
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TOTAL:	2011 Budget		
Private Investment Undertaken (See Instructions)	\$ 75,931,055	\$ 10,000,000	\$ 88,534,746
Public Investment Undertaken	\$ 44,411,900	\$ 85,219	\$ 46,472,327
Ratio of Private/Public Investment	1.71		1.91

Project 1: Redev Project Area Planning			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 1,107,011	\$ 10,000	\$ 1,500,000
Ratio of Private/Public Investment	0		0

Project 2: Infrastructure <i>Phases I-IV and various improvements</i>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 15,387,361	\$ 20,219	\$ 17,000,000
Ratio of Private/Public Investment	0		0

Project 3: Block 117 (Station Crossing) <i>965 Rogers; Completed Nov '03 - Rcd NFR Letter</i>			
Private Investment Undertaken (See Instructions)	\$ 8,601,000	\$ -	\$ 8,601,000
Public Investment Undertaken	\$ 666,164	\$ -	\$ 666,164
Ratio of Private/Public Investment	12.91		12.91

Project 4: Landbank (Georgian Courts) <i>Row Homes - Gilbert & Curtiss Sts; Completed 2004</i>			
Private Investment Undertaken (See Instructions)	\$ 3,948,000	\$ -	\$ 3,948,000
Public Investment Undertaken	\$ 150,663	\$ -	\$ 150,663
Ratio of Private/Public Investment	26.20		26.20

Project 5: Parking Deck - Village <i>945 Curtiss Street; Completed 10/1/04</i>			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 20,693,167	\$ -	\$ 20,693,167
Ratio of Private/Public Investment	0		0

Project 6: Curtiss Block (Acadia on the Green) <i>4 Mixed Use Buildings; 2009: 90% Complete</i>			
Private Investment Undertaken (See Instructions)	\$ 30,000,000	\$ 10,000,000	\$ 40,000,000

Public Investment Undertaken	\$ 6,294,831	\$ -	\$ 6,294,831
Ratio of Private/Public Investment	4.77		6.35

Project 7: Main and Maple Dev. 5245 Main
NFR Rcd '08. Site Beautification Planned

Private Investment Undertaken (See Instructions)	\$ -	\$ -	
Public Investment Undertaken	\$ 6,450		\$ 6,450
Ratio of Private/Public Investment	0		0

Project 8: Community Bank
1111 Warren Avenue; Completed 12/12/06

Private Investment Undertaken (See Instructions)	\$ 2,408,519	\$ -	\$ 2,408,519
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 9: Forest Avenue Condo's (28 Units)
4929 Forest Avenue; Complete 10/29/08

Private Investment Undertaken (See Instructions)	\$ 6,691,000	\$ -	\$ 6,691,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 10: Ballydoyle Restaurant & Pub
5157 Main Street; Completed 11/17/04

Private Investment Undertaken (See Instructions)	\$ 1,665,000	\$ -	\$ 1,665,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 11: Emmett's Ale House
5200 Main Street; Completed 6/15/04

Private Investment Undertaken (See Instructions)	\$ 310,000	\$ -	\$ 310,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 12: Morningside Square Condominiums
5329 Main Street; Completed 8/20/02

Private Investment Undertaken (See Instructions)	\$ 10,000,000		\$ 10,000,000
Public Investment Undertaken	\$ 9,046	\$ -	\$ 9,046
Ratio of Private/Public Investment	1105.50		1105.50

Project 13: Charles Place - Office Condo's
*5151 Mochel Drive; RDA Appr 8/1/06;
 2008 Interior Bldouts; Completed 9/15/09*

Private Investment Undertaken (See Instructions)	\$ 5,017,500	\$ -	\$ 5,017,500
Public Investment Undertaken	\$ -	\$ 20,000	\$ 20,000
Ratio of Private/Public Investment	0		250.88

Project 14: Downers Grove Townhomes (28 unit)
922 Warren Ave; In 2008, 50% Completed

Private Investment Undertaken (See Instructions)	\$ 2,888,000		\$ 5,588,000
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Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 15: Caribou Coffee
5100 Main Street, Completed 6/30/05

Private Investment Undertaken (See Instructions)	\$ 150,000	\$ -	\$ 150,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 16: Coldwell Banker Real Estate
5114 Main Street, Completed 8/16/06

Private Investment Undertaken (See Instructions)	\$ 180,000	\$ -	\$ 180,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 17: West Suburban Bank
5330 Main Street, Completed 9/29/05

Private Investment Undertaken (See Instructions)	\$ 86,000	\$ -	\$ 86,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 18: Bob's Grille
4946 Main Street, Completed 5/30/06

Private Investment Undertaken (See Instructions)	\$ 25,000	\$ -	\$ 25,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 19: Cellar Door (The)
5150A Main Street, Completed 8/12/05

Private Investment Undertaken (See Instructions)	\$ 55,000	\$ -	\$ 55,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 20: Every Day's A Sundae
990 Warren Avenue, Completed 6/4/04

Private Investment Undertaken (See Instructions)	\$ 83,000	\$ -	\$ 83,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 21: Happy Dog Barkery
5116 Main Street, Completed 5/7/04

Private Investment Undertaken (See Instructions)	\$ 8,500	\$ -	\$ 8,500
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 22: State Farm Insurance Agency
960 Warren Avenue, Completed 1/29/04

Private Investment Undertaken (See Instructions)	\$ 34,195	\$ -	\$ 34,195
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Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 23: Mia Alexander Salon
980 Warren Avenue, Completed 4/21/04

Private Investment Undertaken (See Instructions)	\$ 89,800	\$ -	\$ 89,800
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 24: Let's Go Bistro
970 Warren Avenue, Completed 2/13/04

Private Investment Undertaken (See Instructions)	\$ 33,000	\$ -	\$ 33,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 25: Al's Beef
994 Warren Avenue, Completed 11/1/06

Private Investment Undertaken (See Instructions)	\$ 38,000	\$ -	\$ 38,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 26: Stillwater Restaurant & Wine Bar
5141 Main St. Completed 10/22/07

Private Investment Undertaken (See Instructions)	\$ 100,000	\$ -	\$ 100,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 27: Heritage House Florist
5109 Main St. Completed 5/15/07

Private Investment Undertaken (See Instructions)	\$ 25,000	\$ -	\$ 25,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 28: The Olive Tap
5151 Main St. Completed 6/13/07

Private Investment Undertaken (See Instructions)	\$ 15,000	\$ -	\$ 15,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 29: Weichert Realtors
5002 Main St. Bldout Offices, Completed 8/28/07

Private Investment Undertaken (See Instructions)	\$ 50,000	\$ -	\$ 50,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 30: Elm Creek Properties (Dr's Offices)
5207 Main; Bldout Offices Completed 3/17/09

Private Investment Undertaken (See Instructions)	\$ 268,427	\$ -	\$ 268,427
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Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 31: Advanced Bionics
5157 Main; Bldout Offices, Completed 1-25-08

Private Investment Undertaken (See Instructions)	\$ 80,000	\$ -	\$ 80,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 32: Egg Harbor
5128 Mochel Dr., Completed 2/8/08

Private Investment Undertaken (See Instructions)	\$ 423,000	\$ -	\$ 423,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 33: DG Management Office
933A Curtiss; Completed 1//30/08

Private Investment Undertaken (See Instructions)	\$ 20,700	\$ -	\$ 20,700
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 34: Humidor
949 Burlington; Completed 12/27/07

Private Investment Undertaken (See Instructions)	\$ 54,000	\$ -	\$ 54,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 35: Healthy Heaven 7 to 7
1028 Curtiss; Waiting to be finalized

Private Investment Undertaken (See Instructions)	\$ 108,742	\$ -	\$ 108,742
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 36: The Pine Cone Cottage
1027 Burlington; Reroof Completed 10/30/07

Private Investment Undertaken (See Instructions)	\$ 16,250	\$ -	\$ 16,250
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 37: Nu Living Mgmt Co. 421 Burlington
New Balconies and Lights; Complete 10/2006

Private Investment Undertaken (See Instructions)	\$ 44,000	\$ -	\$ 44,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 38: Façade Program (Design & Implement)
\$100K Grant Program & Revolving Loan (50/50)

Private Investment Undertaken (See Instructions)	\$ 187,353	\$ -	\$ 91,044
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Public Investment Undertaken	\$ 64,489	\$ -	\$ 64,489
Ratio of Private/Public Investment	2 86/95		1 7/17

Project 39: DT Alley Design & Construction
ST-019 - 2009: Incorp into Façade Grant Program

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 40: DT Common Trash Dumpsters
CIP: ST-020 2 Strategic Sites Identified

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 2,700	\$ 35,000	\$ 37,500
Ratio of Private/Public Investment	0		0

Project 41: Wayfinding & Cemetary Sign Design
CIP: TR-013

Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ -		
Ratio of Private/Public Investment	0		0

Project 42: Style Studio
1013-1015 Curtiss; Interior Demo Complete 3/5/08

Private Investment Undertaken (See Instructions)	\$ 31,000	\$ -	\$ 31,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 43: Gatto's Restaurant
5123 Main; New Restaurant; C.O. 11/10/08

Private Investment Undertaken (See Instructions)	\$ 292,400	\$ -	\$ 292,400
Public Investment Undertaken	\$ 30,018	\$ -	\$ 30,018
Ratio of Private/Public Investment	9 20/27		9 20/27

Project 44: Capri Restaurant
5101 Burlington; Completed 5/1/09

Private Investment Undertaken (See Instructions)	\$ 334,500	\$ -	\$ 334,500
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 45: DG Park District
935 Maple; Completed 10/22/09

Private Investment Undertaken (See Instructions)	\$ 150,000	\$ -	\$ 150,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 46: SOS Chicago - Charles Place
5151 Mochel, Ste 202 Completed 10/9/09

Private Investment Undertaken (See Instructions)	\$ 75,000		\$ 75,000
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Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 47: Don Duncan
5151 Mochel, Ste 301 (Tenant Build-Out)
Complete 9/22/08

Private Investment Undertaken (See Instructions)	\$ 35,000	\$ -	\$ 35,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 48: Zano Salon
980 Warren; Remodel (C.O. 4/17/08)

Private Investment Undertaken (See Instructions)	\$ 74,000	\$ -	\$ 74,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 49: Starbucks
5002 Main; Remodel (C.O. 3/20/08)

Private Investment Undertaken (See Instructions)	\$ 60,000	\$ -	\$ 60,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 50: Rocco's Mexican Grill
994 Warren (C.O. 6/10/08)

Private Investment Undertaken (See Instructions)	\$ 33,780	\$ -	\$ 33,780
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 51: Edward Jones
926 Curtiss (Acadia Bldg 1, Space #2) C.O. 1/20/09

Private Investment Undertaken (See Instructions)	\$ 50,000	\$ -	\$ 50,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 52: William & Leslie North
947 Maple; replace pkg lot & drive. Complete 8/13/08

Private Investment Undertaken (See Instructions)	\$ 20,445	\$ -	\$ 20,445
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 53: Ekrem Menedovski
1001 Curtiss Street; New Stairs to 2nd Floor; 8/29/08

Private Investment Undertaken (See Instructions)	\$ 5,000	\$ -	\$ 5,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 54: Larson Eye Clinic (New Building)
4958 Forest Avenue; Completed 9/21/09

Private Investment Undertaken (See Instructions)	\$ 461,500	\$ -	\$ 461,500
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Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 55: Baum Downers Grove LLC
5100 Main; Commercial Remodel; Completed 6/29/09

Private Investment Undertaken (See Instructions)	\$ 75,323	\$ -	\$ 75,323
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 56: The Wedding Etc.
1008 Curtiss; Remodel/Fire Alarm; Completed 6/3/09

Private Investment Undertaken (See Instructions)	\$ 5,300	\$ -	\$ 5,300
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 57: Advantage Planning Grove, LLC
911 Rogers; Fire Alarm/Remodel; Complete 7/21/09

Private Investment Undertaken (See Instructions)	\$ 7,000	\$ -	\$ 7,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 58: Jerry Braun
1027-1029 Burlington; Tuckpointing; Complete 7/31/09

Private Investment Undertaken (See Instructions)	\$ 6,200	\$ -	\$ 6,200
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 59: Will Cullen (Apartment Remodeled)
5116 Main; Finished 9/28/09

Private Investment Undertaken (See Instructions)	\$ 2,500	\$ -	\$ 2,500
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 60: Airborne Worthy Woman Spa
5002-6 Main; Remodel; Complete 3/30/09

Private Investment Undertaken (See Instructions)	\$ 2,418	\$ -	\$ 2,418
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 61: Bello Tea
5111 Main; Interior Remodel; Complete 12/1/09

Private Investment Undertaken (See Instructions)	\$ 25,000	\$ -	\$ 25,000
Public Investment Undertaken	\$ -	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 62: Will Cullen (Commercial Space)
5116 Main; Interior Remodel; Complete 2/11/10

Private Investment Undertaken (See Instructions)	\$ 14,300	\$ -	\$ 14,300
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Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 63:
5135 Main; Alley Improvements; Complete 6/2/10

Private Investment Undertaken (See Instructions)	\$ 3,000	\$ -	\$ 3,000
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 64: Another Round
5141 Main; Interior Remodel; Complete 4/7/10

Private Investment Undertaken (See Instructions)	\$ 119,846	\$ -	\$ 119,846
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 65: ATI Physical Therapy
939 Burlington; Interior build-out; Complete 6/15/10

Private Investment Undertaken (See Instructions)	\$ 300,000	\$ -	\$ 300,000
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 66: Community Bank
1111 Warren; Tenant build-out; Complete 5/7/10

Private Investment Undertaken (See Instructions)	\$ 5,895	\$ -	\$ 5,895
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 67: 5100 Forest Avenue
5100 Forest; Electrical Upgrade; Complete 2/15/10

Private Investment Undertaken (See Instructions)	\$ 3,000	\$ -	\$ 3,000
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 68: Baum Downers Grove LLC
5100 Main; Electrical Upgrade; Complete 11/5/10

Private Investment Undertaken (See Instructions)	\$ 1,500	\$ -	\$ 1,500
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 69: Justin Tedrowe
5300 Main; Roof replacement; Complete 11/16/10

Private Investment Undertaken (See Instructions)	\$ 19,562	\$ -	\$ 19,562
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 70: 603-635 Rogers LLC
924-926 Warren; Fire Alarm; Complete 11/30/10

Private Investment Undertaken (See Instructions)	\$ 3,500	\$ -	\$ 3,500
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Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 71: Scarlett's
994 Warren; Mech Improvements; Complete 11/11/10

Private Investment Undertaken (See Instructions)	\$ 10,100	\$ -	\$ 10,100
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 72: Baum Downers Grove LLC
5100 Main; Window Replacement; Complete 2/17/2011

Private Investment Undertaken (See Instructions)	\$ 6,275		
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 73: Bank Financial
5140 Main Street; New Signage; Complete 4/05/2011

Private Investment Undertaken (See Instructions)	\$ 4,656		
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 74: First Congregational UCC
1047 Curtiss Street; New Signage; Complete 5/9/2011

Private Investment Undertaken (See Instructions)	\$ 3,300		
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 75: 5207 Main
5207 Main Street; Tuckpointing; Completed 4/05/11

Private Investment Undertaken (See Instructions)	\$ 6,000		
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 76: 1010 Curtiss
0 Curtiss; Service Walks Replacement; Completed 4/29/2011

Private Investment Undertaken (See Instructions)	\$ 2,600	\$ -	
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 77: 4917 Forest
4917 Forest; Electrical Upgrade; Completed 5/18/2011

Private Investment Undertaken (See Instructions)	\$ 3,000	\$ -	
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 78: 922 Warren
922 Warren; Unit Buildout; Completed 6/14/2011

Private Investment Undertaken (See Instructions)	\$ 600,000	\$ -	
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Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 79: 4928-30 Offices
4928 Main Offices; Roof Repairs; Completed 6/24/11

Private Investment Undertaken (See Instructions)	\$ 7,500	\$ -	
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 80: Spice Merchants
5225 Main Street; New Plumbing; Completed 7/15/2011

Private Investment Undertaken (See Instructions)	\$ 11,000	\$ -	
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 81: Aurelio's
940 Warren; New Signage; Completed 8/2/11

Private Investment Undertaken (See Instructions)	\$ 2,338	\$ -	
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Project 82:

Private Investment Undertaken (See Instructions)		\$ -	
Public Investment Undertaken	\$ -	\$ -	
Ratio of Private/Public Investment	0		0

Optional: Information in the following sections is not required by law, but would be helpful in evaluating the performance of TIF in Illinois.

SECTION 6

Provide the base EAV (at the time of designation) and the EAV for the year reported for the redevelopment project area

Year redevelopment project area was designated	Base EAV	Reporting Fiscal Year EAV
12/22/1997	\$ 16,050,452	\$ 56,591,914

List all overlapping tax districts in the redevelopment project area.
If overlapping taxing district received a surplus, list the surplus.

The overlapping taxing districts did not receive a surplus.

Overlapping Taxing District	Surplus Distributed from redevelopment project area to overlapping districts
DUPAGE COUNTY	\$ -
FOREST PRESERVE DISTRICT OF DUPAGE	\$ -
DUPAGE WATER COMMISSION	\$ -
DUPAGE AIRPORT AUTHORITY	\$ -
DOWNERS GROVE TOWNSHIP	\$ -
DOWNERS GROVE TOWNSHIP ROAD	\$ -
VILLAGE OF DOWNERS GROVE	\$ -
VILLAGE OF DOWNERS GROVE FIRE	\$ -
VILLAGE OF DOWNERS GROVE LIBRARY	\$ -
DOWNERS GROVE SSA #2	\$ -
DOWNERS GROVE PARK DISTRICT	\$ -
DOWNERS GROVE SANITARY DISTRICT	\$ -
GRADE SCHOOL DISTRICT #59 Ex Bds	\$ -
HIGH SCHOOL DISTRICT #99	\$ -
JUNIOR COLLEGE #502	\$ -

SECTION 7

Provide information about job creation and retention

Number of Jobs Retained	Number of Jobs Created	Description and Type (Temporary or Permanent) of Jobs	Total Salaries Paid
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

SECTION 8

Provide a general description of the redevelopment project area using only major boundaries:

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Optional Documents	Enclosed
Legal description of redevelopment project area	YES
Map of District	YES

ATTACHMENTS A-L

VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)

Report Period 1/1/11 – 12/31/11

Amendments to the Redevelopment Plan or Project Area

There were no amendments to the Redevelopment Plan or Redevelopment Project Area Boundary during this fiscal year.

**VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT PLAN AND PROJECT AREA**

**CERTIFICATION OF VILLAGE MANAGER (CHIEF EXECUTIVE OFFICER)
REGARDING THE VILLAGE OF DOWNERS GROVE TAX INCREMENT
DOWNTOWN REDEVELOPMENT PROJECT AREA, PLAN AND PROJECT**

I, David Fieldman, Village Manager of the Village of Downers Grove and, as such, Chief Executive Officer of the Municipality, certify that the Village of Downers Grove has complied with requirements of the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) during fiscal year 2011 in relation to the Village of Downers Grove Downtown Redevelopment Tax Increment Financing District as enacted through Village Council Ordinances 3997, 3998, and 3999 and amended by Ordinances 4455, 4456, and 4457.

June 29, 2012



David Fieldman, Village Manager

**VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT PLAN AND PROJECT AREA**

**OPINION LETTER/VILLAGE ATTORNEY/DOWNERS GROVE DOWNTOWN
REDEVELOPMENT TAX INCREMENT FINANCING DISTRICT**

I, Enza Petrarca, Village Attorney of the Village of Downers Grove produced this opinion pursuant to Section 11-74.4-5 of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-5). I have reviewed the ordinances of the Village of Downers Grove in relation to the Downtown Redevelopment Tax Increment Financing District as enacted in Village Ordinances 3997, 3998, and 3999 and amended by 4455, 4456, and 4457. Based upon that review, it is my opinion that the Village of Downers Grove is in compliance with applicable provisions of the Tax Increment Allocation Redevelopment Act for fiscal year 2011.

June 30, 2012


Enza Petrarca, Village Attorney

VILLAGE OF DOWNERS GROVE, ILLINOIS
CENTRAL BUSINESS DISTRICT TIF (TIF #1)
Report Period 1/1/11– 12/31/11

STATEMENT OF ACTIVITIES

The following information addresses the project activities undertaken during this reporting period furthering the goals and objectives of the Downtown Redevelopment Plan.

DOWNTOWN PARKING STUDY

On May 3, 2011, the Village entered into an agreement with Rich and Associates for the completion of a parking study and analysis in the Downtown Business District. The study included an inventory of available parking and public outreach including an online survey, in-person survey of downtown visitors and interviews with key stakeholders. The study concluded in 2012 and resulted in a set of recommendations for improving parking in the Downtown Business District.

COMPREHENSIVE PLAN

On October 4, 2011, the Village Council adopted the Comprehensive Plan, a document which offers guidance on a wide range of issues including economic development, infrastructure, recreation, environmental impacts, and public safety, in addition to land use policies and maps. It illustrates a vision for the physical character of the Village for the next 15 to 20 years. The Village's prior plan was last updated in 1965. The process to develop the Plan began in February 2010 with the formation of the Comprehensive Plan Ad Hoc Committee, consisting of residents and other representatives from the community. The Downtown Business District was included as Key Focus Area.

SPECIAL USE APPROVAL FOR TIVOLI HOTEL

On February 15, 2011, the Village Council authorized a Special Use to Permit Expansion to an Existing Hotel at 936 Warren Avenue. The project will result in the expansion of the Tivoli Hotel from 42 to 54 rooms.

BIKE AND PEDESTRIAN PLAN

In September 2011, the Village Council authorized an Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning (CMAP) to update the Village's Bicycle and Pedestrian Plan. The project is funded completely by CMAP. The three objectives of the plan update are:

- To improve the biking and walking network, which will allow for the efficient and safe use of non-motorized transportation
- To increase safety throughout the Village by developing an education plan
- To create a marketing plan to promote bicycling and walking throughout the community as viable transportation options. A marketing campaign will be developed and implemented.

INFRASTRUCTURE

The Village continued its efforts towards improvements to the downtown streetscape this reporting period. The Village purchased a variety of landscaping materials to beautify the downtown.

All funds for the CBD TIF Fund (Special Tax Allocation Fund) have been received in accordance with state statute, and the original adopted redevelopment plan. No private investment funds have been received into the Special Tax Allocation Fund.

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
FEBRUARY 8, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Special Use for a Hotel - 936 Warren Avenue	Resolution ✓ Ordinance Motion Discussion Only	Tom Dabareiner, AICP Community Development Director

SYNOPSIS

An ordinance has been prepared to grant a special use permit to allow the existing hotel at 936 Warren Avenue to increase the number of hotel rooms from 42 to 54.

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 included *Strong, Diverse Local Economy*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the February 15, 2011 active agenda.

BACKGROUND

The petitioner is requesting a special use to expand the number of rooms in an existing hotel at 936 Warren Avenue – the Tivoli Hotel. The property is located at the northeast corner of Warren Avenue and Highland Avenue. The property is zoned DB, Downtown Business. The hotel has existed at this location for many years and hotels are allowable Special Uses in the Downtown Business (DB) zoning district.

In 2005, when the Village rezoned the downtown, the subject property was placed in the Downtown Business (DB) District. As mentioned above, hotels are special uses in this zoning district. Because this project seeks to expand the number of rooms, a special use is required.

The existing hotel has 42 rooms – two of these rooms are larger apartments. The applicant is proposing to remodel the apartments into 14 hotel rooms and a maid’s closet. Upon completion there will be a total of 54 hotel rooms. No major exterior renovations or site changes are proposed as part of this project.

The Plan Commission considered the petition at their January 3, 2011 meeting and found that the request met the standards for approval (Section 28.1902 of the Zoning Ordinance). The hotel has existed on site for many years and increasing the total room count from 42 to 54 will have a minimal impact to the current use of the property. There will be minimal impacts to traffic flow and parking in this section of the Downtown as a result of the expansion. The use at this location would be consistent with the existing uses in the vicinity and would not have a negative impact on the other retail and service uses in the Downtown. The Commission recommended unanimous approval of the special use request. Staff concurs with the Plan Commission’s recommendation

ATTACHMENTS

Aerial Map

Ordinance

Staff Report with attachments dated January 3, 2011

Draft Minutes of the Plan Commission Hearing dated January 3, 2011

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A SPECIAL USE
TO PERMIT EXPANSION TO AN EXISTING HOTEL AT 936 WARREN AVENUE**

WHEREAS, the following described property, to wit:

Lot 1 (except the north 16.50 feet thereof) and Lot 2 (except the north 16.50 feet and except the east 50.00 feet thereof) in Beardsley's Addition to the town of Downers Grove, being a subdivision of part of the northwest ¼ of Section 8, Township 38 north, Range 11, east of the Third Principal Meridian, according to the plat thereof recorded June 16, 1868 as Document 9654, in DuPage County, Illinois.

Commonly known as 936 Warren Avenue, Downers Grove, IL (PIN 09-08-124-001).

(hereinafter referred to as the "Property") is presently zoned "*DB - Downtown Business District*" under the Comprehensive Zoning Ordinance of the Village of Downers Grove; and

WHEREAS, the owner of the Property has filed with the Plan Commission, a written petition conforming to the requirements of the Zoning Ordinance, requesting that a Special Use per Section 28.610(d) of the Zoning Ordinance be granted to permit an expansion to the existing hotel use; and,

WHEREAS, such petition was referred to the Plan Commission of the Village of Downers Grove, and said Plan Commission has given the required public notice, has conducted a public hearing respecting said petition and has made its findings and recommendations, all in accordance with the statutes of the State of Illinois and the ordinances of the Village of Downers Grove; and,

WHEREAS, the Plan Commission has recommended approval of the requested Special Use, subject to certain conditions; and,

WHEREAS, the Village Council finds that the evidence presented in support of said petition, as stated in the aforesaid findings and recommendations of the Plan Commission, is such as to establish the following:

1. The proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
2. The proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity.
3. The proposed use will comply with the regulations specified in this Zoning Ordinance for the district in which the proposed use is to be located.
4. The proposed use is one of the special uses specifically listed for the district in which it is to be located and, if approved with restrictions as set forth in this ordinance, will comply with the provisions of the Downers Grove Zoning Ordinance regulating this Special Use.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Downers Grove, in DuPage County, Illinois, as follows:

SECTION 1. That a Special Use of the Property is hereby granted to permit an expansion to the existing hotel use within the DB zoning district.

SECTION 2. This approval is subject to the following conditions:

1. The Special Use shall substantially conform to the plat of survey prepared by Joseph M. DeCraene and dated November 3, 2009; the site plan prepared by K. Peterson Associates and dated December 13, 2010 and the architectural plans prepared by K. Peterson Associates and dated November 21, 2000 attached to the staff report dated January 3, 2011 except as such plan may be modified to conform to Village Codes and Ordinances.
2. A new permit for the proposed work shall be obtained prior to the commencement of construction. Construction plans shall be prepared to conform to the Village's current Building, Fire and Life Safety Codes.

SECTION 3. The above conditions are hereby made part of the terms under which the Special Use is granted. Violation of any or all of such conditions shall be deemed a violation of the Village of Downers Grove Zoning Ordinance, the penalty for which may include, but is not limited to, a fine and or revocation of the Special Use granted herein.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

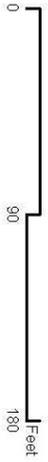
Mayor

Passed:

Published:

Attest: _____

Village Clerk



PC-05-11 Special Use
PINs: 09-08-124-001
Department of Community Development

Legend
Selected Property
Public Hearing Sign



TIVOLI ENTERPRISES, INC.

Operators of CLASSIC CINEMAS® Movie Theatres www.classiccinemas.com
Tivoli Bowling Lanes - Tivoli Hotel

603 Rogers Street
Downers Grove, IL, 60515-3774

630/968-1600
FAX 630/968-1626

Proposed Tivoli Hotel Expansion:

The Tivoli Hotel was constructed in 1928, as part of the Tivoli Building. The Hotel portion consisted of a first floor lobby with registration desk, second floor with 10 rooms, lounge and a restaurant. Third floor with 29 rooms.

Over the years, the restaurant area (second floor east) which went out of business in the early 50's and has been several things. The Administrative Office for District 58 & 99, The Downers Grove School of Beauty, The George Way Karate School and most recently my wife's and my apartment. We are proposing to convert the space to 6 hotel rooms with a maids/storage closet.

When the building was built there was a 7 room owners apartment (second floor northwest) which was later converted to 2 apartments. We are proposing to convert this area to 6 rooms. The net result is a total of 54 rooms.

Each room has a private bath, closet and sleeping area. There is 24/7 desk clerks. The entire building is sprinkled and has a fire alarm system. With the additional rooms we will have an opportunity to meet the ADA requirements. All floors are served by an elevator. Because of our proximity to Metra and Pace approximately 50% of our guests do not have vehicles.

Please refer also to www.tivolihotel.net

VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)

Report Period 1/1/11 – 12/31/11

AGREEMENTS

Agreements entered into by the municipality

On May 3, 2011, the Village entered into an agreement with Rich and Associates for a parking study that focused on best practices for commuter and shopper parking within the Downtown Business District.

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 3, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Downtown Parking Study	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to award a professional services contract for preparation of the Downtown Parking Study to Rich and Associates, Inc. of Southfield, Michigan in the amount of \$44,800.00.

STRATEGIC PLAN ALIGNMENT

The goals for 2011-2018 identified *Exceptional Municipal Services, Top Quality Infrastructure, and Strong, Diverse Local Economy*.

FISCAL IMPACT

The FY11 budget includes \$45,000 in the Downtown TIF fund for this project.

UPDATE & RECOMMENDATION

This item was discussed at the April 19, 2011 Village Council meeting. Staff recommends approval on the May 3, 2011 Consent Agenda.

BACKGROUND

The purpose of this project is to ensure that the Village, in cooperation and coordination with the Downtown Downers Grove Management Corporation (DMC), is using best practices to plan and manage available parking in a manner that best serves downtown Downers Grove.

This project will include the completion of a comprehensive downtown parking study that will evaluate current available parking and parking demand, allocation of parking spaces by user groups, and future parking demand in the downtown based on current demand and future development scenarios. Current parking management practices will be reviewed and recommendations for modifications will be made if warranted for more effective use of existing parking.

The scope of work will include the following tasks:

- Review of existing data
- Fieldwork and data collection
- Parking demand versus parking supply assessment
- Preliminary report meetings
- Preparation of recommendations
- Financial evaluation
- Draft final report and presentation
- Report modifications
- Preparation and presentation of final report

The data collection will include a parking space inventory, land use review, parking utilization analysis, pedestrian surveys, business and resident surveys, stakeholder interviews, review of current parking operations, signage, enforcement and marketing and a benchmark to best practices.

The final report will include the study results to fully document recommendations with implementation schedules, costs and benefits. Recommendations will be categorized as near-term, mid-term and long-term.

A Request for Proposal was posted on the Village's website on 1/27/2011 and seven submittals were received. A steering committee was created to assist with the selection process which included two members of the DMC Board of Directors. After reviewing the proposals Rich and Associates was preferred by the selection team based upon the firm's related experience and the project manager's level of expertise and experience. Rich and Associates also proposed the lowest fee for the presented scope of work. This project is anticipated to be complete within an eighteen week time-frame, approximately the end of August 2011. Rich and Associates has completed similar studies for the communities of Naperville, Crystal Lake, La Grange, Woodstock, and Arlington Heights.

ATTACHMENTS

Contract Form

Campaign Disclosure Form

Capital Project Sheet P-11



REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: _____

Project Name: Downtown Parking Study
Proposal No.: RFP-002-0-2011/TT
Proposal Due: **Monday, February 14, 2011, 3:00 p.m.**

Pre-Proposal Conference: Not applicable

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: January 27, 2011

Date Issued: January 27, 2011

This document consists of 26 pages.

Return **original, two duplicate printed copies** and one electronic copy of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60510.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **Monday, February 14, 2011, 3:00 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals. As noted in the specifications set forth below, the total project cost, shall be submitted in a separate sealed envelope.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total

cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in

connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal

Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“Department”), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:

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

by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer 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 subdivision or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse

assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this agreement and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage

which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

- 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.
- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 13.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

- 14.4 By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

16. TERM OF CONTRACT

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

21.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

22.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches

of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a “not-to-exceed” cost as set forth in Exhibit B attached hereto and incorporated herein by reference. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

manage all public parking available in a manner that best serves all users of downtown Downers Grove.

SCOPE OF SERVICES:

The consultant will be responsible for addressing all of the following issues as part of this study:

Review past studies for the CBD. The following information is available by request to the Consultant by the Village of Downers Grove in an electronic format.

1. Downtown Downers Grove TIF Map
2. Parking System Pay Rates by Parking Lot
3. Parking Deck – Space Allocation Table
4. Monthly Parking Utilization by Parking Lot and Parking Deck (2009-2010)
5. Downtown Downers Grove Parking GIS Map of Shopper/Commuter Spaces
6. Overnight Parking Violations in Parking Deck Report
7. Parking Deck Site Analysis, 11/1998
8. Downers Grove Central Business District Master Plan 1/1997
9. Downers Grove Downtown Pattern Book 8/2008
10. Downers Grove Central Business District Transportation Study 10/1997
11. Municipal Code Chapter 14 (available on Village website)
12. Downtown Business Directory
13. Frequently Asked Questions for Parking

Inventory existing parking. Verify the total number of parking spaces and categorize by use, regulation and location.

Conduct Parking Counts. Conduct parking counts of all public parking garages, public surface lots, and public on street parking. Consultant shall provide counts for the following time periods: 1) Hourly counts Tuesday, Wednesday, Thursday and Saturday, 6 am to 11 pm each day for one week, and one of those days at 2am; 2) additional counts as recommended by the consultant to adequately address parking demand in the CBD for each user group (i.e: shoppers, business employees, commuters, residents, etc). Block and lot reference numbers shall be established and used for this study. Fees to conduct such counts shall be provided separately for items 1 and 2 above. The specific dates for the counts shall be reviewed and approved by the Village.

Data to be provided by the Consultant for this task will include:

- Number of cars/space/day
- Number of hours of usage/space
- Average length of stay/vehicle
- Percent of spaces occupied during study period
- Rate of turn-over of parking spaces

III. DETAIL SPECIFICATIONS

INTRODUCTION:

The Village of Downers Grove is seeking to retain the services of a qualified and experienced consulting firm to complete a study that will evaluate current parking demand, allocation of parking spaces by user groups, and future parking demand in the Central Business District (CBD) based on current demand and future development scenarios. The consultant will also review current parking management strategies and recommend modifications if warranted for more effective use of parking in the CBD.

BACKGROUND:

Downers Grove, with a population of 50,000 residents, boasts a bustling downtown with a busy commuter rail station. The CBD is home to 74 retail establishments, 21 restaurants, 228 service companies and over 200 residential units. The historic, 1390 seat Tivoli Theatre and over 140 community events and festivals attract thousands of visitors each year which has helped earn Downers Grove a spot on Chicago Tribune's "Top 10 List of Downtowns." On Friday nights throughout the summer antique and specialty cars park downtown in an informal car show. The Indian Boundary YMCA sponsors a Saturday morning market from June to October, and an ice sculpture festival is held in February.

The Burlington Northern Santa Fe Railroad (BNSFRR) bisects the CBD between Burlington and Warren Avenues and creates a logistical divide between the north and south sides of the downtown. Metra operates a commuter rail operation with a commuter station on Main Street at the BNSFRR line. In 2006 the average numbers of passengers boarding Metra at Main Street on average weekday mornings was over 2300. In 2008 924 commuter parking spaces were counted in the CBD that had a utilization rate of 99%.

The CBD is also home to several governmental facilities including Village Hall, the Police Department, the Downers Grove Public Library as well as a regional postal facility. The CBD currently has one public multi-level parking facility with 787 parking spaces, several surface parking lots and on-street parking. Some businesses have private parking facilities.

The CBD is generally bounded by Franklin Street to the north, Belden Avenue/Elm Street to the east, Maple Avenue to the south and Carpenter Street to the west.

The purpose of this project is to ensure that the Village, in cooperation and coordination with the Downtown Downers Grove Management Corporation (DMC), is using best practices as we plan and

Customer preference survey. Develop a survey tool to help determine the perceived parking needs and parking desires of downtown visitors, patrons, business owners and other key stakeholders. Survey format should range from on-street public surveys, service-classification specific businesses (retail, restaurants, pubs, others), and through a website to collect information.

Current parking demand shall be analyzed by the consultant and broken down by each lot and the parking deck and aggregated for the north side and south side of the CBD, taking into consideration current parking counts, existing land uses and parking agreements, and permits sold by user group. Consultant shall review the Village's parking ratios as detailed in Chapter 28 of the Village Code and determine if any revisions are needed. As part of this demand analysis, the consultant shall provide specific demand analysis for the Tivoli Theater.

Future parking demand shall be evaluated and broken down by each lot and the parking deck and aggregated for the north side and south side of the CBD based on current demand and future development opportunities as outlined by the Village, taking into consideration past parking studies and actual demand. The consultant shall provide recommendations on whether existing Village parking facilities can accommodate future demand by either reallocating spaces by user group or providing additional parking facilities and work with staff to determine preferred locations.

Identify best business practices for downtown parking management which includes comparison parking management information by communities of comparable population. The comparison will outline each of the Village's practices in a simple format and recommend options for inclusion in Downers Grove's parking management system.

Parking space allocation. Consultant shall recommend an appropriate allocation of parking spaces by user group for the parking deck for current and future demand, taking into consideration existing parking agreements with developers/property owners/residents and the BNSFRR and Metra. Options to increase the flexible use of CBD parking spaces shall be explored.

Potential future parking. Consultant shall provide recommendations on how the Village should address existing and future parking demand at full CBD build out and whether or not additional parking facilities are needed and the locations of such facilities.

Examine all opportunities that could lead to traffic and parking system improvements. Identify and offer solutions to:

- a) Parking identification and wayfinding for motorists and pedestrians
- b) Best use of available parking (various time restrictions and regulations)
- c) Special parking needs
 1. CBD employee parking
 2. ADA Parking
 3. Loading Zones
 4. Taxi stands
 5. Bus stops

6. Valet parking
 7. Short-term users
 8. Overnight resident visitor parking
- d) Simplify and right-size enforcement of parking regulations
 - e) Utilize technology and Intelligent Transportation Systems to improve parking management

Alternatives should be compared by orders of magnitude of cost vs. benefits and other parameters as determined during the study. The report should also provide a statement evaluating the effectiveness of the proposed management system.

Identify how the various stakeholders for this project are impacted by various alternatives.

Stakeholders include:

Downtown customers and visitors

Downtown property owners

Business owners/operators

Village of Downers Grove

Downers Grove Library

Postal Facility

Downtown Downers Grove Management Corporation

Downers Grove Park District

- i. Goods and delivery service providers

Attend meetings as follows:

- Project kick-off meeting
- Presentation of preliminary findings to Steering Committee and Downtown Downers Grove Management Corporation,
- Presentation of preliminary findings to the Transportation and Parking Commission,
- Presentation of the final report to the Steering Committee and Downtown Downers Grove Management Corporation, and
- Presentation of the final report to the Village Council.

Prepare preliminary report for Village staff and Steering Committee review.

Prepare final report for Village staff and Steering Committee review and approval.

FUNDING:

The Village has included an amount of \$45,000 in the 2011 capital budget to complete this project. In an effort to achieve the most cost effective results, consultants may suggest that specific work items be performed by others (i.e. Village staff or volunteers) or that the scope be modified where the consultant believes the cost of obtaining specific information does not outweigh the cost of obtaining it. If the consultant proposes to modify the scope of work as described this should be explained in the proposal. The final scope of work will be negotiated between the Village and the successful candidate.

SCHEDULE:

February 14, 2011	Full proposal must be submitted to the Village by 3:00 p.m. on February 14, 2011. The contents of the response are listed under submittal requirements.
March 7, 2011	Steering Committee completes evaluation and scoring of proposals.
Week of 3/21/2011	Interviews are conducted of top-scoring proposals

SUBMITTAL REQUIREMENTS:

All submittals must be concise, complete and accurate. Submittals are to be no longer than 20 pages (10 pages if double-sided) with 12 point text font (excluding the Village’s forms, resumes and cost proposal). Attached is a draft of the Consultant Services Agreement that will be used for this contract.

The following items should be included in the submittal:

1. Introduction

A letter that includes the following information: name of firm, local address, telephone number, fax number, name and email address of contact person, location of branch offices, if any, and states in which your firm is licensed to practice .

2. Project Approach

This section should include:

- A description of the firm’s thorough understanding of the scope of the project and services required.
- A description of how the firm proposes to deliver a top quality project on time and within budget.
- A detailed outline of the tasks associated with each element of the scope of services described above, including any additional tasks that the consultant may choose to identify and describe.

- An overall account of the philosophy and methods the firm will utilize to successfully complete this project. This description should communicate the firm's thorough understanding of the scope of the project.

3. Anticipated Project Schedule

A project schedule with an estimated start date in April 2011 should be submitted. Specific project tasks and their duration should be detailed. Discussion should include overall duration and intensity level. Milestones should be identified and shown on the schedule. The schedule should also include review times, coordination with stakeholders, public involvement meetings and any additional tasks that the consultant may choose to identify and include on the schedule. The consultant is to determine the length of time necessary for the project to be completed.

The Project Schedule submitted in the proposal will be finalized and attached to the Consultant Service Agreement (CSA) as an exhibit.

4. Project Team

Provide biographical data and experience on principals and key professional members of the firm(s) who will be directly involved with this project including the Project Manager who will be the primary contact person for this project.

5. Statement of Availability

Statement of availability of firm(s) and subconsultants to undertake this project with specific reference to the personnel noted above.

6. Similar Project Experience

Five specific examples of recently completed downtown parking studies that are similar in nature to this project. Please include a description of the project including location, client, client contact information and scope of professional services delivered by your firm.

7. Total Project Cost (Submit *in a separate sealed envelope*)

The consultant shall submit the total project cost in separate sealed envelope. The consultant shall summarize the costs by primary activity and provide a breakdown of costs in sufficient detail. All direct costs shall also be included.

In an effort to manage costs for this project the consultant may include revisions to the work to be performed by the consultant that they do not believe add sufficient value or that could be performed by Village staff.

CRITERIA FOR REVIEW:

The following items will be considered when evaluating the consultant's proposal:

1. Qualifications and experience with and approach to comparable parking studies (40%)

2. Experience with parking management technology (10%)
3. Qualifications and experience of the project manager and team (35%)
4. Completeness of the proposal/project time schedule (15%)

A Steering Committee comprised of staff from the Village of Downers Grove and the Downtown Downers Grove Management Corporation will evaluate the Proposals. The submittals will be reviewed using the criteria defined above to determine the most qualified firm or firms, after which time the scope/hours/costs of the most qualified firms will be reviewed for conformance with budget and interviews will be scheduled and conducted.

Prospective consultants will be permitted access to the Village's information through a CD of electronic historic files. In addition, a Central Business District site visit is encouraged, as this will familiarize the prospective consultant with local conditions. Village staff will not participate in introductory site visits by the consultant and this preparatory step is not intended for discussions with the Village's Project Manager or Village staff.

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village)

See Exhibit A, attached hereto and incorporated herein by reference.

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:	
<u>Rich & Associates, Inc.</u> Company Name	Date: <u>January 18, 2011</u>
<u>26877 Northwestern Hwy #208</u> Street Address of Company	<u>dnrich@richassoc.com</u> Email Address
<u>Southfield, MI 48033</u> City, State, Zip	<u>David N. Rich</u> Contact Name (Print)
<u>248-353-5080</u> Business Phone	<u>248-225-4381 (cell)</u> 13-Hour Telephone
<u>248-353-3830</u> Fax	 Signature of Officer, Partner or Sole Proprietor
	David N. Rich, Director Project Development Print Name & Title
ATTEST: If a Corporation	
 Signature of Corporation Secretary	

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Rich & Associates, Inc.
ADDRESS: 26877 Northwestern Hwy, Suite 208
CITY: Southfield
STATE: Michigan
ZIP: 48033
PHONE: 248-353-5080 FAX: 248-353-3830
TAX ID #(TIN): 38-2008143

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *D. W. R. J.* DATE: January 18, 2011

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Downtown Parking Study, proposer Rich & Associates, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);

3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.

5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

3	8	-	2	0	0	8	1	4	3
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 18th day of January, 2011.



Notary Public
Notary Public, Oakland County, Michigan
My Commission Expires April 30, 2012

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Michigan _____, which operates under the Legal name of Rich & Associates, Inc. _____, and the full names of its Officers are as follows:

President: Richard C. Rich _____

Secretary: Richard C. Rich _____

Treasurer: Richard C. Rich _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Rich & Associates, Inc.

Print Name and Title of Authorizing Signature: David N. Rich, Director, Project Development

Signature: 

Date: January 18, 2011

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: Rich & Associates, Inc.

Address: 26877 Northwestern Hwy, Suite 208

City: Southfield Zip Code: 48033

Telephone: (248) 353-5080 Fax Number: (248) 353-3830

E-mail Address: dnrich@richassoc.com

Authorized Company Signature: 

Print Signature Name: David N. Rich Title of Official: Director, Project Development

Date: January 18, 2011

Campaign Disclosure Certificate

**CAMPAIGN DISCLOSURE
CERTIFICATE**

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

D. N. Rich

David N. Rich

Signature

Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)

Report Period 1/1/11 – 12/31/11

**Additional Information on Uses of Funds Related to
Achieving Objectives of the Redevelopment Plan**

There is no additional information.

VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)

Report Period 1/1/11 – 12/31/11

Information Regarding Contracts with TIF Consultants

The Village of Downers Grove entered into a contract with S.B. Friedman and Company for an analysis of TIF Revenues. The contract is attached.

ORIGINAL



® REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: S. B. FRIEDMAN & COMPANY
Project Name: Central Business District TIF Financial Analysis and Projections
Proposal No.: RFP-
Proposal Due: January 5, 2011 3:00 PM

Required of Awarded Contractor:

Certificate of Insurance: Yes
Legal Advertisement Published: Not Applicable
Date Issued: December 15, 2010
This document consists of 21 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60510.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the contract, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to January 5, 2011 at 3:00 PM.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment,

superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

- 4.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

- 5.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

- 6.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the

Proposer, its employees, or its Subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

8.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1264, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

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

Village of Downers Grove

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

Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer 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 subdivision or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 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.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS/INDEMNIFICATION

- 13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this agreement and for which the Proposer may legally liable:
 - 13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
 - 13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;
 - 13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;
 - 13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;
 - 13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 13.1.7 Claims for damages as a result of professional or any other type of negligent

action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

- 13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- 13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.
- 13.4 In addition to required insurance coverages, the Proposer shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Proposer or any sub-Proposer to the Proposer under the Proposer's agreement with the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

16. TERM OF CONTRACT

- 16.1 The term of this contract shall be as set forth in the Detail Specifications set forth in

Section III below. This contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

17.1 In the event of the Proposer's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

18. BILLING & PAYMENT PROCEDURES

18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60510.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

20.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost,

and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

- 20.3 For Professional Service Agreements (i.e. Engineer, Proposer): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contractor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

23. WAIVER OF CONTRACT BREACH

- 23.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

- 24.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

- 25.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the contract.

26. SEVERABILITY OF INVALID PROVISIONS

- 26.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAIL SPECIFICATIONS

29. OVERVIEW

- 29.1 The Village of Downers Grove is seeking proposals from qualified firms to perform analysis on the Village's existing Central Business District Tax Increment Financing (hereinafter "CBD TIF") District and develop a financial model that can be used to determine revenue projections for future TIF revenues.

30. SCOPE OF SERVICES

- 30.1 The Village's original CBD TIF strategy was based on the issuance of bonds during the early stages of the TIF to allow for the public infrastructure and facility improvements to be completed. Redevelopment of private property was intended to generate increasing amounts of TIF increment over time, providing the primary source of revenue to pay of the debt service obligations. While this strategy has largely been realized to this point, the performance of the economy and real estate market in recent years has called into question many of the basic assumptions embedded in the Village's projections for the financial performance of the CBD TIF in its remaining ten years.
- 31.2 Based on these circumstances, the preferred consultant will be asked to assist the Village in conducting a thorough analysis of the CBD TIF's financial condition. The analysis will result in development of a report and financial model to assist the Village with future planning and financial oversight. These deliverables will demonstrate or include the following:
- Consideration of all future expenses, including debt service obligations and other costs involved in the ongoing support of activities within the CBD TIF District.
 - Projection of future TIF revenue from fiscal year 2011 through the duration of the CBD TIF District, which will currently expire in 2020.
 - Recommendations for the Village to consider in meeting all future expense obligations related to the CBD TIF District.

32. PROJECT TIMETABLE

- 32.1 Staff anticipates review of proposals and approval of an agreement by early February. The consultant will be expected to complete their work and submit a draft report and financial model to the Village for review and comment within 60-days from the execution of the agreement.

33. EVALUTATION OF FIRMS

- 33.1 The Village's evaluation team will assess the qualifications of each proposer based on their proposals and, if necessary, interviews with personnel from prospective firms. This evaluation team will consist of assigned staff from the Village Manager's Office and Community Development Department.

34. EVALUATION CRITERIA

- 34.1 The evaluation committee will consider each of the following factors in reviewing and making a determination on the most qualified proposal:

- a. Methodology for project completion
- b. Qualifications of the firm and individual staff assigned to the project
- c. Experience of firm and staff on similar projects
- d. Cost for services
- e. References

35. DESCRIPTION OF VILLAGE AND CBD TIF DISTRICT

35.1 The Village of Downers Grove, Illinois has a population of 50,000 residents and is located 20 miles west of downtown Chicago in DuPage County. The Village maintains a thriving commercial sector with diverse retail opportunities and a strong office presence. Located at the intersection of two major expressways and in close proximity to two others, the Village enjoys significant advantages due to its accessibility to major transportation systems. In addition, three passenger rail stations in Downers Grove along the Burlington Northern Railroad provide direct access to downtown Chicago. The Village also maintains a vibrant downtown serving as the heart of the community, which has experienced resurgence in the past decade due to extensive public and private reinvestment.

35.2 In 1997, the Village created the CBD TIF District in order to facilitate public reinvestment and private redevelopment within the downtown area. The public improvements have resulted in installation of new infrastructure, including roadway, utilities and streetscape enhancements along most of the downtown right-of-way, construction of a 700-space parking facility that accommodates shoppers, visitors, commuters and downtown employees. Extensive private property redevelopment has resulted in the following:

- 265 New Residential Units
- 140,950 Square Feet of New Commercial Space
- 33,000 Square Feet of Remodeled Commercial Space

36. ADDITIONAL INFORMATION MATERIALS

36.1 A map depicting the boundaries of the Current TIF District has been attached.

36.2 The 2009 CBD TIF Comprehensive Annual Financial Report is available on the Village website at the following address:

<http://www.downers.us/govt/financial-reports/tax-increment-finance-reports>

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

(Proposer must insert response to RFP here DO NOT insert a form contract, the RFP document including detail specs and Proposer's response will become the contract with the Village)

Please see the following five pages for our response.

MSJW
SECTION IV. REPLACED
WITH UPDATED
PROPOSER'S RESPONSE
DATED
2/11/11

February 11, 2011

Mr. Michael Baker
Deputy Village Manager
Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

Re: TIF Projection Proposal

Dear Mr. Baker:

S. B. Friedman & Company ("SBFCo") is pleased to present this proposal to the Village of Downers Grove ("the Village") to prepare projections and financial analysis of the Central Business District (CBD) TIF District.

Background and Approach

The Downers Grove CBD TIF District was established in 1997. Over the past 13 years, the TIF District has accomplished several goals originally outlined by the Village, including facilitating the redevelopment of the downtown 'Curtiss Block' and various public infrastructure improvements. Incremental revenues generated from the TIF District have been, and are currently being, used as a primary revenue source to pay bonds issued by the Village. However, the economic downturn, beginning in the fall of 2007, has led to reduced tax revenues and has alerted the Village to reevaluate their assumptions and expectations of future tax receipts. You have requested a qualified consultant prepare new projections of incremental tax revenues that adequately and appropriately reflect the trajectory of property values and collections over the remaining life of the TIF District.

Our approach for preparing projections includes a combination of: a detailed analysis of historic valuation trends; understanding new developments' valuation and absorption; consideration of whether there may be potential impacts from changes in assessment practices; and sensitivity to changing market conditions. The following scope of services specifies how *SBFCo* will project new value and its timing to estimate available funds.

Scope of Services

S. B. Friedman & Company proposes to complete the following tasks:

1. **Data Collection and Review of Village Projections.** We will review the Village's TIF projection and revenue model and use it as a base to project and update future streams of tax increment. The Parcel Identification Numbers (PINs), the certified base value, and the most current finalized Equalized Assessed Values (EAVs) within the model will be confirmed with records from the DuPage County Assessor's office.

2. **Review Historical Valuation Patterns.** We will analyze five years of AVs and EAVs for the TIF District as a whole and by PIN (where available) to examine the trend of assessed valuation during and prior to the economic downturn. To determine the appropriate inflation factor for the TIF projections, we will separately analyze the rate of growth stemming from increment generated by recently completed development projects versus the inflationary increment generated by existing improvements within the TIF District. If property class code data is readily available, the analysis will be separated by class code to analyze historic inflation rates by property type.
3. **Interview with the Assessor.** *SBFCo* will interview staff of the DuPage County Assessor's office to better understand the assessor's valuation methodology and to identify and discuss any changes in assessment practices that may affect future incremental revenues. We will also discuss, where applicable, alternate approaches to the assessment of future development projects which may differ from that of the identified comparable properties.
4. **Brief Review of Market Recovery Trends and Factors.** Utilizing our access to CoStar, MLS, REIS and broker/developer contacts, we will perform a high-level assessment of real estate market conditions impacting the downtown projects. We will seek to determine the direction of conditions and the extent to which it appears that recovery may have begun in the key market segments, or may still be delayed. While not a full market study, this will provide data to apply appropriate phasing of the projections in Task 5 and 6 below.
5. **Increment Valuation of New Projects.** It is our current understanding that there are currently no planned projects within the Downtown TIF. However, primarily a result of the economic downturn, there are stalled projects, including partially sold residential developments. *SBFCo* will prepare projections of incremental value for these stalled projects using phasing assumptions as determined in the market overview. We will work with the projects' developers and Village staff to collect relevant details, including Parcel Identification Numbers, prior and current sales prices/rental rates, number of units/spaces sold or leased, square footages, and previous sales/rental velocity and pace.
6. **Update Village's Property Tax Revenue Projections.** Based on the research conducted above, *SBFCo* will prepare draft projections of the incremental property tax revenues for the Downers Grove CBD TIF District to include in the Village's working TIF model. The projections will account for expected increment from stalled projects, inflationary increment from existing projects, and appropriate collection rates and discount rates. The projections will be integrated into the Village's model. We will prepare a brief memorandum, outlining our assumptions, methodology, and trends in assessments and forward to Village staff for review and comment.
7. **Presentation to Village Board.** *SBFCo* would like an opportunity to present our work to the Village Board. The presentation will be given as a courtesy and the time for this task will not be charged to the assignment.
8. **Preparation of Final Increment Property Tax Revenue Projections.** Based on feedback provided by Village staff, *SBFCo* will revise and finalize the projections prepared in Task 6 above.

Timing and Fees

Professional fees will be based on the time required at the billing rates of the participating staff. As shown in greater detail in the budget worksheet on the following page, fees and expenses for our services will not exceed \$14,900 for the specific scope of services described above. Should you request additional services, tasks or meetings not included in the description above, we will discuss the matter with you so that appropriate arrangements can be made.

Based on the scope of work outlined above and our experience with similar engagements, *S. B. Friedman & Company* anticipates that the draft memorandum described above can be completed within 60 days of receipt of an executed contract. Our ability to meet this schedule is to some extent driven by timely availability of information from Village staff, DuPage County and participating developers. We will make best efforts to complete the proposed scope of services within this time frame, and will keep you apprised of any issues that may affect the project schedule.

The following billing rates apply to this assignment:

President	\$300
Practice Leader	\$235
Senior Project Manager	\$195
Project Manager	\$180
Associate Project Manager	\$145
Associate	\$120
Research Associate	\$105

**Downers Grove Central Business District TIF Projections
Budget Estimate**

	Total Cost	S.B. Friedman & Company			
		President	Project Manager	Associate	Research Associate
	\$	\$	\$	\$	\$
1 Data Collection, Review of Village projections	\$ 1,140	1	2	4	-
2 Review of Historical Valuation Patterns	\$ 2,940		4	8	12
3 DuPage County Assessor Interview	\$ 1,200		4	4	-
4 Brief Review of Market Recovery Trends and Factors	\$ 3,120	2	6	12	-
5 Increment Valuation of New Projects & Site Visit	\$ 1,740	1	4	6	-
6 Update Village projections/ Summary Memorandum	\$ 2,280	2	4	8	-
7 Presentation/Discussion with Staff and Village Board	\$ -	Comp	Comp	-	-
8 Finalize Projections	\$ 660	1	2	-	-
Total Hours	\$ 87	7	26	42	12
Total Fees	\$ 13,080	\$ 2,100	\$ 4,680	\$ 5,040	\$ 1,260
Total Professional Fees	\$ 13,080				
Licensed Data	\$ 550				
General Expenses (Approx 5%)	\$ 635				
Contingency (Approx 5%)	\$ 635				
Total Cost Estimate	\$ 14,900				


 NOT TO EXCEED
 CONTRACT AMOUNT
 OF \$14,900

LIMITATIONS OF ENGAGEMENT

Our report will be based on estimates, assumptions and other information developed from research, knowledge of the industry and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our report and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the report to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, changes in assessment practices, changes in the TIF statute, interest rates and other factors. However, we will be available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Should the Village of Downers Grove request a working TIF projection model for the purposes of testing iterations, *S.B. Friedman & Company* will draft a separate use agreement with mutually acceptable protocols for its use.

Our report will be intended solely for your information. It should not be relied upon by any other person, firm or corporation or for any other purposes. Neither the report nor its contents, nor any reference to our firm, may be included or quoted in any offering circular or registration statement, appraisal, sales brochure, prospectus, loan, or other agreement or document intended for use in obtaining funds from individual or institutional investors. Should you wish to incorporate the projections in a prospectus, we may need to perform additional procedures and prepare additional documentation, and will discuss the fees required to do so with you at that time should the need arise.

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

S. B. Friedman & Company

Date: January 4, 2011

Company Name

sbf@friedmanco.com

221 N LaSalle Street, Suite 820

Email Address

Street Address of Company

STEPHEN B. FRIEDMAN

Chicago, IL 60601

Contact Name (Print)

City, State, Zip

312-424-4250 (main)
312-718-0798 (cell)

Business Phone

13-Hour Telephone

312.424.4262

[Handwritten Signature]

Fax

Signature of Officer, Partner or Sole Proprietor

ATTEST: If a Corporation

STEPHEN B. FRIEDMAN
Print Name & Title PRESIDENT

[Handwritten Signature]

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE

[Handwritten Signature]
Authorized Signature

ATTEST:

Village Manager

[Handwritten Signature]
Signature of Village Clerk

Title 2/18/11

2/18/11

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: S. B. Friedman & Company
ADDRESS: 221 N LaSalle Street, Suite 820
CITY: Chicago
STATE: Illinois
ZIP: 60601
PHONE: 312.424.4250 **FAX:** 312.424.4262
TAX ID #(TIN): 36-3743752

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: *S. B. Friedman* **DATE:** 1/4/2011

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

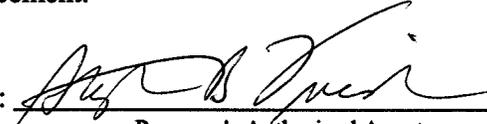
Central Business District TIF

With regard to Financial Analysis & Projections, proposer S. B. Friedman & Company hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

PROPOSER'S CERTIFICATION (page 2 of 3)

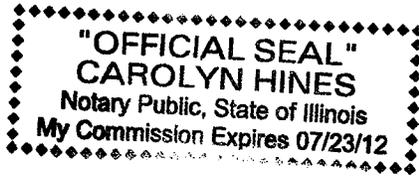
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

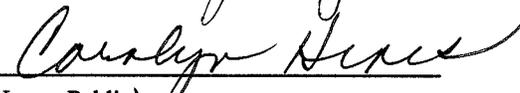
3	6	-	3	7	4	3	7	5	2
---	---	---	---	---	---	---	---	---	---

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 4th day of January, 2011.


Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of S. B. Friedman & Company, and the full names of its Officers are as follows:

President: Stephen Belais Friedman

Secretary: Anita Cross Friedman

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

Insurer's Name Hartford; Underwriters at Lloyd's of London for Professional Liability

Agent Mr. Michael Sobel at Lamb, Little & Co.

Street Address 309 West Washington Street, Suite 1100

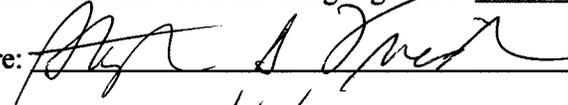
City, State, Zip Code Chicago, Illinois 60606

Telephone Number (312) 334-6009

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: S. B. FRIEDMAN & COMPANY

Print Name and Title of Authorizing Signature: STEPHEN B. FRIEDMAN, PRESIDENT

Signature: 

Date: 1/4/2011

Village of Downers Grove

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

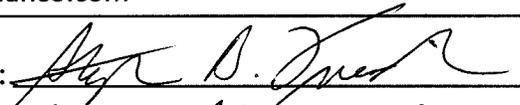
Company Name: S. B. Friedman & Company

Address: 221 N LaSalle Street, Suite 820

City: Chicago Zip Code: 60601

Telephone: (312) 424-4250 Fax Number: (312) 424-4262

E-mail Address: sbf@friedmanco.com

Authorized Company Signature: 

Print Signature Name: STEPHEN B. FRIEDMAN Title of Official: PRESIDENT

Date: 1/4/2011

Campaign Disclosure Certificate

**CAMPAIGN DISCLOSURE
CERTIFICATE**

Any contractor, proposer, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

STEPHEN B. FRIEDMAN
Print Name

Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

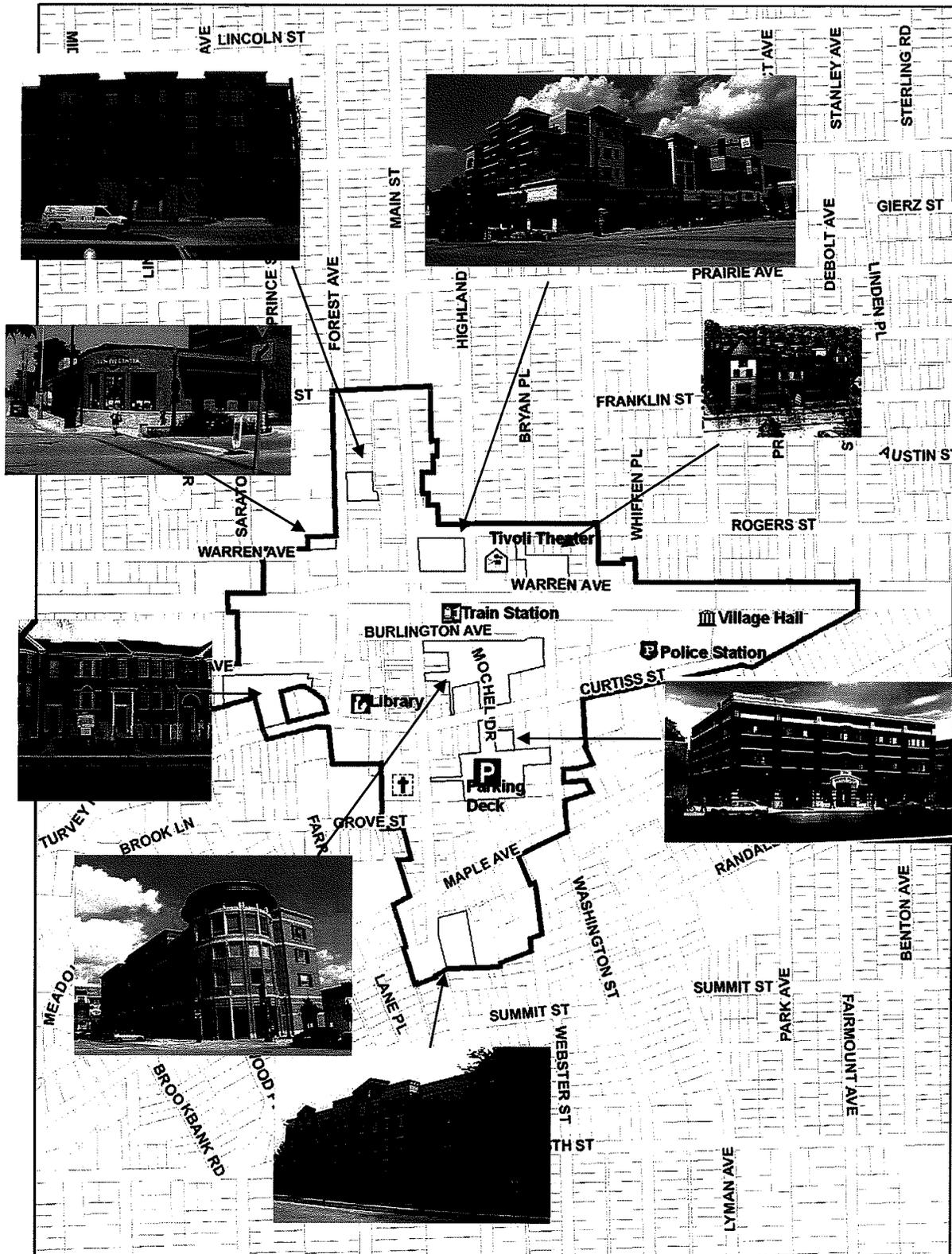
To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

EXHIBIT 1: CBD TIF DISTRICT MAP



**VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)**

Report Period 1/1/11 – 12/31/11

Reports Submitted by the Joint Review Board

The Joint Review Board (JRB) did not submit any report or meeting minutes during this fiscal year. The annual Joint Review Board Meeting will be held as soon as the annual report and audit becomes available. The minutes of this meeting will be forwarded under separate cover.

VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)

Report Period 1/1/11 – 12/31/11

Obligations

No obligations were issued.

VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)

Report Period 1/1/11 – 12/31/11

Financial Analysis: TIF Obligations

A financial analysis was prepared by S.B. Friedman and Company. (See Attachment)

To: Mike Baker, Village of Downers Grove

From: *SB Friedman Development Advisors*

Date: May 18, 2011

Subject: Projected Financial Capacity of Downers Grove TIF #1

Introduction

S. B. Friedman & Company d.b.a. SB Friedman Development Advisors ("SB Friedman") was engaged by the Village of Downers Grove (the "Village") to analyze market and assessment data in order to prepare incremental tax revenue projections for Downers Grove TIF #1 and assess the capacity of the district to meet outstanding debt obligations. This memorandum discusses our approach and findings for this analysis.

Background

Downers Grove TIF #1 was established in 1997 and has supported streetscape improvements and seven major mixed-use redevelopment projects that have enhanced the vibrancy of the downtown area. Nearly all of the streets within the district have been improved, and TIF-supported mixed-use developments have resulted in an additional 236 residential units and 80,200 square feet of retail/office within the downtown. However, primarily due to the economic recession and market downturn, four of the seven developments have not yet reached full assessment levels due to slowed absorption, low occupancy and/or stalled construction. Declining assessment levels since 2009 are also reflective of current market conditions, and further impact potential TIF revenues and the district's capacity to meet outstanding obligations.

For the purpose of Fiscal Year (FY) 2012 planning, the Village would like to understand the financial capacity of Downers Grove TIF #1 to support outstanding debt service bond payments, note payments established under the Charles Place Office Condominiums Redevelopment Agreement, and other anticipated district expenditures. The Village would also like to understand the projected contributions of stalled development projects to the district's overall financial capacity on a project-by-project basis, and tax rate implications resulting from declining assessment valuations.

SB Friedman previously provided the Village with summary tables illustrating the overall financial capacity of the district and reviewed these results with Village staff for immediate planning purposes. The following sections of this memo more fully discuss this analysis, including:

- The status of current development projects and estimated absorption timeframe based on a review of available assessment data and residential market data
- Assessment trends and projected full valuation of current development projects
- Tax rate trends and projected future tax rates for Downers Grove TIF #1
- The capacity of projected TIF revenues to meet outstanding obligations

Detailed assumptions and calculations for this analysis are provided in the Appendices section.

Current Status and Estimated Absorption Timeframe

Table 1 below summarizes the program and assessment status of current development projects in Downtown TIF #1 as of March 2011.

Table 1. Program and Status of Current Development Projects

Project	Total Development Program				Partial Assessments (2010)	Full Assessments (2010)
	Residential Condos	Townhomes	Office Condos	Retail (SF)		
Acadia on the Green	124	-	-	30,523	22 condos	102 condos, 30,523 retail SF
Charles Place Office Condos	-	-	13	9,915	13 condos, 9,915 retail SF	-
DG Townhomes	-	28	-	-	26 townhomes	2 townhomes
Forest Ave Condos	27	-	-	-	15 condos	12 condos
Georgian Courts	-	25	-	-	-	25 townhomes
Station Crossings	48	-	-	13,294	-	48 condos, 13,294 retail SF
Morningside Square	39	-	-	-	-	39 condos
Total	238	53	13	53,732		

Assessment status was determined based on a review of 2009 final Board of Review-certified assessment data, 2010 Township-certified assessments, and interviews with staff at the Village of Downers Grove and the Downers Grove Township Assessor's Office. While 2010 assessment data had not yet passed the Board of Review, it serves as the best data available to identify trends in assessment valuation at the time of this analysis.

Since Georgian Courts, Station Crossings and Morningstar Square were fully assessed in 2009, this analysis focuses on the future assessment levels and the impact on district-wide financial capacity resulting from the following under-assessed projects:

- Acadia on the Green
- Charles Place Office Condos
- Downers Grove Townhomes
- Forest Avenue Condos

These four developments consist of three land uses, including for-sale residential, retail and office space. To estimate the likely absorption pace, we referenced various data sources to analyze the market time and absorption for new construction development.

For-Sale Residential. Data from the Multiple Listing Service (MLS) for comparable townhome and condo properties was used to estimate the absorption pace for the projects' remaining housing units. *SB Friedman* reviewed sales prices and market time for recently constructed condominiums and townhomes in Downers Grove and adjacent communities between January 2007 and March 2011, including Clarendon Hills, Westmont and Lisle. Over the past four years, newly constructed condos and townhomes have maintained a high sales-to-listing price ratio, but have experienced longer market times to closing. During this time period, 57 condos and 37 townhomes were sold, according to MLS records. The average market time was 181 days (6 months) for condo closings and 223 days (7.5 months) for townhome closings. Of the total number of condos and townhomes sold over the four-year period, only 16 condos and 5 townhomes sold over the past year. The market time for units sold between January 2010 and March 2011 was 192 days for condos and 426 days for townhomes.

Based on the number of units sold and the average market time by product type over the past year, a monthly absorption pace was calculated. It is estimated that condos on the market were absorbed at an average rate of approximately 1.75 units per month while townhomes were absorbed at a rate of 0.4 units per month. Therefore, we assumed that the remaining 34 unoccupied condo units within the TIF District would be absorbed primarily by the end of 2012. Because of the financial structure and ownership issues associated with the Forest Avenue project, we assumed the project's absorption period would extend somewhat into 2013. At current pricing levels for the townhomes, it was assumed that the remaining 12 completed and unoccupied townhome units would be absorbed primarily by the end of 2012. The 14 unconstructed Downers Grove Townhome units were assumed to be completed and absorbed by 2014. Depending on when closing dates fall within the assessment cycle, it was conservatively assumed that full assessment levels would be reflected in the next assessment year.

Retail and Office. New retail space (where applicable) in the aforementioned projects has performed well and has reached full assessment levels, with the exception of the retail space within the Charles Place Office Condos. The only partially-assessed new office space in the TIF District is also located at Charles Place. The Downers Grove Township Assessor's Office has been closely following the occupancy and assessment levels of this project, and anticipates that retail space will reach full assessment in 2011, while approximately half the office condos (6 units) will reach full assessment in 2011, and the remaining office condos (7 units) will reach full assessment in 2012.

Assessment Trends and Estimated Full Valuation

Over the last two years, township assessment levels across DuPage County have been declining as a result of the housing market downturn. Assessment levels in Downers Grove Township declined by 5.79 percent between 2009 and 2010, and the Township Assessor's Office expects township-wide assessments to decline by another 6.5 to 7.0 percent, on average, for the 2011 assessment year.

A review of historic equalized assessed value (EAV) data from the Downers Grove Township Assessor's Office also indicated that properties within Downers Grove TIF #1 declined by approximately the same amount (5.70 percent) between 2009 and 2010. However, 2011 is a quadrennial reassessment year for the township, and individual re-assessments are currently being conducted on a parcel-by-parcel basis.

Therefore, new assessment levels of individual properties within the TIF may not experience the same level of decline as township-wide levels. Since the Township Assessor was unable to indicate any correlation between the growth of EAV within the TIF District and within the greater township at the time of this analysis, *SB Friedman* conservatively assumed that 2011 assessment levels within the TIF would follow a similar trend as the township.

SB Friedman development estimated full assessment values for under-assessed projects based on comparable property sales and assessments, and data obtained from the DuPage County Tax Revenue Department and Downers Grove Township Assessor's Office. **Table 2** summarizes these values for each land use.

Table 2. Estimated Taxable EAV by Land Use at Full Assessment

Land Use	2010 EAV
Residential Condos (\$ per unit)*	\$100,000
Townhomes (\$ per unit)*	\$123,000
Office Condos (\$ per SF)	\$49
Retail (\$ per SF)	\$39

*Residential valuation accounts for estimated homeowner exemptions and senior exemptions.

For-Sale Residential. The Township Assessor's Office determines full assessment valuation for all residential units by applying the statutory 33.333% assessment level to the market value of these units. Partial assessments due to low or no occupancy carry a 25% vacancy allowance, resulting in assessment levels equal to 75% of their estimated full value. Based on this practice and records obtained from the DuPage County Tax Revenue Department indicating 2009 partial assessments, *SB Friedman* estimated the 2009 full assessment values for all completed and partially-assessed residential units. On average, townhome and condo units are estimated at \$130,000 per unit and \$107,000 per unit, respectively, before exemptions. Homeowner exemptions of \$6,000 per unit were assumed for all units, while senior exemptions of \$4,000 per unit were assumed for 25% of units. We also assumed that unconstructed Downers Grove Townhome units would be assessed at the same levels, on average, as other completed units at the site.

Retail and Office. The Township Assessor's Office has been closely following the occupancy status of Charles Place Office Condos and prepared detailed parcel-by-parcel assessment projections for all office and retail space at the site. The project is anticipated to reach a full assessed value of \$1,145,450 by the 2012 assessment year. The average EAV per square foot of office and retail space shown in **Table 2** above is based on a total of approximately 15,500 office square feet and 9,900 retail square feet.

Final 2009 assessment data for Charles Place indicate partial assessment levels for all commercial space that account for approximately 65% of the total projected value. The Township Assessor's Office anticipates no significant change in 2010 assessment levels, and that the project would reach approximately 80% of its full value during the 2011 assessment year.

Detailed valuation and TIF revenue projections for each development project are included in the Appendices section.

Tax Rate Analysis

As a result of declining assessment levels, tax rates across DuPage County are anticipated to increase to help mitigate revenue losses to taxing bodies. The State of Illinois' Property Tax Extension Limitation Law (PTELL) allows baseline increases in the dollar amounts of annual budgets for each taxing body up to the lesser of 5.0% or inflation (as determined by the Consumer Price Index (CPI)) over the previous year's budget. In light of the two-year decline in assessment values, *SB Friedman* analyzed potential increases to the composite tax rate and its impact on their financial capacity of Downers Grove TIF #1.

SB Friedman reviewed the historic EAV, levies and tax rates for each taxing body within the tax codes covering Downers Grove TIF #1, as well as tentative 2010 tax rates for these tax codes from the DuPage County Tax Revenue Department. Trends in tax data between 2007 and 2010 suggest that the annual percentage rate change in tax rates is roughly equal to the percentage change in tax levies less the percentage change in EAV. Therefore, in years of declining EAV, the tax rate increases proportionately to account for both the loss in taxable value and any baseline increases to taxing district budgets.

Downers Grove TIF #1 is covered by two tax codes, 9448 and 9452. The first tax code carries an additional 1.5% tax rate for Special Service Area #2. The DuPage County Tax Revenue Department has tentative 2010 tax rates of 6.511% and 5.011% for these two tax codes. Anticipated declines in assessment values across the County, 2010 levies for all taxing bodies within the two tax codes, and a conservatively estimated budget increase of 1.5 percent roughly equivalent to CPI were considered in projecting the 201 tax rate for these tax codes. The projected composite tax rates are estimated at 6.899% (including the 1.5% SSA rate) for tax code 9448 and 5.399% for tax code 9452.

Based on positive news of housing construction and sales activity, as well as the fact that adjustments have been made in the past two consecutive years for declining values, we assume that the 2012 tax year, and every year thereafter, will show signs of economic recovery. The compound annual growth rate in CPI over the past nine-year period has averaged 2.0 percent; therefore, over the remaining nine years of the TIF, annual growth in EAV and levies for the TIF District's taxing bodies are assumed to occur at a constant rate of 2.0 percent. Since similar rates of positive EAV growth and budget increases suggest stabilized future tax rates, the 2011 projected rate is held constant over the remaining life of the TIF.

Summary of TIF Projection Assumptions

In summary, the aforementioned analysis and approaches to project absorption and phasing, assessment trends, and tax rate assumptions were used to develop the following assumptions:

- Downers Grove TIF #1 was established in 1997 with a frozen base EAV of approximately \$16.1 million and is scheduled to expire in 2020, with final collections occurring in 2021.
- Estimated absorption of under-occupied residential units is based on the average market time of comparable new condo and townhome units over the past year. It is assumed that completed and under-occupied condo units will be absorbed by 2013 and completed and under-occupied townhome units will be absorbed by 2012. Absorption of unconstructed Downers Grove Townhome units is assumed by 2014.
- Since it is currently unknown when closings will occur within the assessment cycle, full assessments are scheduled to occur in the following assessment year.

- Estimated full valuation of under-assessed residential projects is based on a combination of comparable property sales and assessment data and the Township Assessor's projections of assessed valuation for completed and occupied units within the TIF District. These estimates also account for homeowner and senior exemptions.
- Charles Place was partially assessed in 2009 and 2010, and is projected to reach a full assessed value of approximately \$1.1 million by 2012 based on projections prepared by the Downers Grove Township Assessor's Office.
- Declining assessment levels within the TIF are assumed to follow anticipated township-wide declines between 2010 and 2011 of 7.0%, while future years reflect economic recovery and growth at a stabilized 2.0% throughout the remaining life of the TIF.
- The district is covered by two tax codes (9448 and 9452). The first tax code includes a tax levy for SSA #2 which is expected to be available towards TIF District expenditures.
- Future tax rates are based on tentative 2010 rates and other data obtained from the DuPage County Tax Revenue Department used to project 2011 tax rates, which are held constant over the remaining life of the TIF.

Projected Financial Capacity of Downers Grove TIF #1

The most current, final assessment and tax rate data indicate a 2009 taxable district value of approximately \$60.6 million and incremental tax revenues of approximately \$2.7 million. This revenue reflects the assessment status of existing development and new development projects, including partial assessment levels for under-occupied new townhome and condo units in the district, as well as un-occupied office and retail space at Charles Place.

Due to declining assessment levels and the anticipated absorption timeframe for under-occupied projects, district-wide revenues are not projected to increase above 2010 levels (generated in 2009 and payable in 2010) until 2014. Total projected TIF revenues over the remaining life of the district are estimated at approximately \$32.6 million. **Table 3** below outlines these revenues for current development projects and the balance of the district.

Table 3. Projected TIF Revenues*

Development Project	Projected TIF Revenues (2011-2021)
Acadia on the Green	\$8,445,392
Charles Place Office Condos	\$806,364
Downers Grove Townhomes	\$1,588,192
Forest Avenue Condos	\$1,951,999
Balance of Downers Grove TIF #1	\$19,844,371
Total Projected TIF Revenue	\$ 32,636,318

*TIF revenues are in undiscounted dollars and include projected SSA revenues under tax code 9448.

Downers Grove TIF #1 carries several outstanding obligations against these revenues, including debt service payments totaling \$38.9 million over the remainder of the TIF (2011-2021) and payments established under a Redevelopment Agreement for the Charles Place Office Condos. These note payments are estimated to total approximately \$483,000 based on the terms of the agreement and projected TIF revenues from the

project.¹ The Village also estimates a total of \$500,000 in additional district expenses, including public works and community development expenses, over the remaining life of the TIF.

The total projected revenues and expenses for Downers Grove TIF #1 are projected to result in a fund balance deficit totaling approximately \$7.1 million. This projection includes revenues from SSA #2 of approximately \$7.1 million. If SSA #2 revenues are not available to fund TIF District expenditures, the resulting deficit is projected to total approximately \$14.2 million.

Detailed annual revenue projections for each development project and the district, as a whole, as well as a comparison against projected district-wide expenses are provided in the Appendices section.

Conclusion

Since the establishment of Downers Grove TIF #1 in 1997, seven significant redevelopment projects and a network of streetscape and public infrastructure improvements have occurred enhancing the vibrancy of the downtown area. However, due to the economic recession and residential market downturn, four of these projects have not yet reached full assessment levels, and township-wide assessment levels on all properties have been declining since 2009. Construction for the majority of under-assessed projects is completed and is currently on the tax rolls at approximately 75% of its estimated full value. Declining township-wide assessment levels between 2009 and 2010 and projected further declines between 2010 and 2011 have the greatest impact on the district's financial capacity.

Since 2011 is a quadrennial reassessment year for the township, properties within the downtown area are currently being reassessed on a parcel-by-parcel basis and may not experience the same rate of decline projected for the township on whole. The Township Assessor's Office anticipates that further insight may be available on these trends as early as June 2011. While losses in tax revenue from declining assessments can partly be mitigated through higher tax rates, resulting district revenues are still projected to be lower, in total, than outstanding debt service payments and projected other district expenditures.

As a result, the TIF fund balance is projected to result in shortfalls that require other Village funding sources, such as the general fund or parking fund, to meet outstanding obligations. Depending on the capacity of these funds, additional sources may be necessary to supplement these shortfalls.

This analysis was conducted towards the end of the 2010 assessment cycle to provide the Village with an order of magnitude estimate of the financial capacity of Downers Grove TIF #1 for immediate FY 2012 planning purposes. Due to this timing, the most current available tax revenue data include 2009 final data and 2010 estimates. Updated final 2010 data from Downers Grove Township and DuPage County is expected to be available over the next few months and may lend further insight towards assessment trends and the resulting financial capacity of Downers Grove TIF #1.

If you have any questions, please call Jewell Walton at (312) 384-2403.

¹Section 5.2 of the redevelopment agreement for Charles Place states that payments commencing upon the certificate of occupancy are equal to 75% of incremental property taxes generated by the project in years 1 through 5, and equal to 50% of incremental property taxes generated by the project after year 5, provided that total payments do not exceed \$500,000. For the purpose of this analysis, 2011 is assumed to be year 1.

Appendices

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VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
 Summary of TIF Revenue Projections: INCLUDING SSA #2

DRAFT
5/13/2011

Assumptions

Reassessment Decline (2010-2011)	-7.0%
General Inflation (2012 forward)	2.0%
District-wide collection loss	2.5%
Current (2009) Tax Rate (incl. SSA)	6.1455%
Estimated 2010 Tax Rate (incl. SSA)	6.5111%
Projected 2011 Tax Rate (incl. SSA)	6.8989%
Charles Pl RDA pmts (yrs 1-5)	75%
Charles Pl RDA pmts (yr 6 forward)	50%
Total Charles Place RDA cap	\$ 500,000

Downers Grove TIF #1 Summary	Base EAV	2009 Taxable EAV	Est. 2010 Taxable EAV
District Total	\$ 16,108,850	\$ 60,640,023	\$ 57,093,156
Less Current Projects:			
Acadia on the Green	\$ 596,154	\$ 11,847,955	\$ 11,605,835
Charles Place Office Condos	\$ 71,960	\$ 744,570	\$ 736,450
DG Townhomes	\$ 479,710	\$ 1,562,291	\$ 1,157,461
Forest Ave Condos	\$ 126,540	\$ 2,962,710	\$ 2,489,220
Total Current Projects:	\$ 1,274,364	\$ 17,117,526	\$ 15,988,966
District Balance	\$ 14,834,486	\$ 43,522,497	\$ 41,104,190

2010 Assessment Status	Full Asmts	Partial Asmts	Total
Acadia Condos	102	22	124
Acadia Retail SF	30,523	-	30,523
Charles Place Office Condos	-	13	13
Charles Place Retail SF	-	9,915	9,915
DG Townhomes East Phase	2	12	14
DG Townhomes West Phase	-	14	14
Forest Ave Condos	15	12	27

Summary of TIF Revenue Projections: INCLUDING SSA #2 (+1.5% tax rate)

TIF Year	Calendar Year	Projected TIF Revenue (INCLUDING SSA #2)					Total Projected TIF Revenue Incl. SSA #2	Estimated Charles Place RDA Pmts	Other Projected Expense (excl. RDA pmts)	Total Projected Expenses (incl. RDA pmts)	Projected Shortfall (Incl. SSA #2)
		District-Wide Inflationary	Acadia on the Green	Charles Place Office Condos	DG Townhomes	Forest Ave Condos					
0	1997										
1	1998										
2	1999										
3	2000										
4	2001										
5	2002										
6	2003										
7	2004										
8	2005										
9	2006										
10	2007										
11	2008										
12	2009										
13	2010	\$ 1,718,946	\$ 674,192	\$ 40,302	\$ 64,867	\$ 169,939	\$ 2,668,247				
14	2011	\$ 1,667,686	\$ 698,930	\$ 42,184	\$ 43,026	\$ 149,991	\$ 2,601,816	\$ (31,638)	\$ (2,611,985)	\$ (2,643,623)	
15	2012	\$ 1,573,467	\$ 685,909	\$ 56,173	\$ 40,138	\$ 147,203	\$ 2,502,891	\$ (42,130)	\$ (2,687,613)	\$ (2,729,743)	
16	2013	\$ 1,624,893	\$ 711,119	\$ 72,207	\$ 41,586	\$ 155,597	\$ 2,605,403	\$ (54,155)	\$ (2,590,776)	\$ (2,644,931)	
17	2014	\$ 1,677,348	\$ 737,047	\$ 73,748	\$ 89,250	\$ 166,957	\$ 2,744,351	\$ (55,311)	\$ (3,094,451)	\$ (3,149,762)	
18	2015	\$ 1,730,851	\$ 752,590	\$ 75,320	\$ 91,680	\$ 178,706	\$ 2,829,148	\$ (56,490)	\$ (3,353,931)	\$ (3,410,421)	
19	2016	\$ 1,785,425	\$ 768,444	\$ 76,923	\$ 201,735	\$ 182,451	\$ 3,014,978	\$ (38,462)	\$ (3,339,181)	\$ (3,377,643)	
20	2017	\$ 1,841,090	\$ 784,615	\$ 78,558	\$ 206,415	\$ 186,270	\$ 3,096,948	\$ (39,279)	\$ (3,800,509)	\$ (3,839,788)	
21	2018	\$ 1,897,868	\$ 801,109	\$ 80,226	\$ 211,189	\$ 190,166	\$ 3,180,558	\$ (40,113)	\$ (4,044,308)	\$ (4,084,421)	
22	2019	\$ 1,955,782	\$ 817,934	\$ 81,928	\$ 216,058	\$ 194,139	\$ 3,265,840	\$ (40,964)	\$ (4,293,647)	\$ (4,334,611)	
23	2020	\$ 2,014,854	\$ 835,094	\$ 83,663	\$ 221,024	\$ 198,192	\$ 3,352,828	\$ (41,832)	\$ (4,591,760)	\$ (4,633,592)	
	2021	\$ 2,075,108	\$ 852,598	\$ 85,433	\$ 226,090	\$ 202,326	\$ 3,441,556	\$ (42,717)	\$ (4,908,624)	\$ (4,951,341)	
TOTAL : 2011-2021		\$ 19,844,371	\$ 8,445,392	\$ 806,364	\$ 1,588,192	\$ 1,951,999	\$ 32,636,318	\$ (483,090)	\$ (39,316,785)	\$ (39,799,875)	

YR 1
YR 5

VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
 Summary of TIF Revenue Projections: EXCLUDING SSA #2

DRAFT
5/13/2011

Assumptions

Reassessment Decline (2010-2011)	-7.0%
General Inflation (2012 forward)	2.0%
District-wide collection loss	2.5%
Current (2009) Tax Rate (excl. SSA)	4.6455%
Estimated 2010 Tax Rate (excl SSA)	5.0111%
Projected 2011 Tax Rate (excl SSA)	5.3989%
Charles Pl RDA pmts (yrs 1-5)	75%
Charles Pl RDA pmts (yr 6 forward)	50%
Total Charles Place RDA cap	\$ 500,000

Downers Grove TIF #1 Summary	Base EAV	2009 Taxable EAV	Est. 2010 Taxable EAV
District Total	\$ 16,108,850	\$ 60,640,023	\$ 57,093,156
Less Current Projects:			
Acadia on the Green	\$ 596,154	\$ 11,847,955	\$ 11,605,835
Charles Place Office Condos	\$ 71,960	\$ 744,570	\$ 736,450
DG Townhomes	\$ 479,710	\$ 1,562,291	\$ 1,157,461
Forest Ave Condos	\$ 126,540	\$ 2,962,710	\$ 2,489,220
Total Current Projects:	\$ 1,274,364	\$ 17,117,526	\$ 15,988,966
District Balance	\$ 14,834,486	\$ 43,522,497	\$ 41,104,190

2010 Assessment Status	Full Asmts	Partial Asmts	Total
Acadia Condos	102	22	124
Acadia Retail SF	30,523	-	30,523
Charles Place Office Condos	-	13	13
Charles Place Retail SF	-	9,915	9,915
DG Townhomes East Phase	2	12	14
DG Townhomes West Phase	-	14	14
Forest Ave Condos	15	12	27

Summary of TIF Revenue Projections (EXCL. SSA #2)

TIF Year	Calendar Year	Projected TIF Revenue					Total Projected TIF Revenue	Estimated Charles Place RDA Pmts	Other Projected Expense (excl. RDA pmts)	Total Projected Expenses (incl. RDA pmts)	Projected Shortfall (Excl. SSA #2)
		District-Wide Inflationary	Acadia on the Green	Charles Place Office Condos	DG Townhomes	Forest Ave Condos					
0	1997										
1	1998										
2	1999										
3	2000										
4	2001										
5	2002										
6	2003										
7	2004										
8	2005										
9	2006										
10	2007										
11	2008										
12	2009										
13	2010	\$ 1,299,384	\$ 509,635	\$ 30,465	\$ 49,034	\$ 128,460	\$ 2,016,978				
14	2011	\$ 1,283,491	\$ 537,913	\$ 32,466	\$ 33,114	\$ 115,436	\$ 2,002,420	\$ (24,349)	\$ (2,611,985)	\$ (633,914)	
15	2012	\$ 1,231,353	\$ 536,774	\$ 43,959	\$ 31,411	\$ 115,197	\$ 1,958,695	\$ (32,970)	\$ (2,687,613)	\$ (761,887)	
16	2013	\$ 1,271,598	\$ 556,503	\$ 56,507	\$ 32,544	\$ 121,766	\$ 2,038,919	\$ (42,381)	\$ (2,590,776)	\$ (594,238)	
17	2014	\$ 1,312,647	\$ 576,794	\$ 57,713	\$ 69,845	\$ 130,656	\$ 2,147,655	\$ (43,285)	\$ (3,094,451)	\$ (990,081)	
18	2015	\$ 1,354,518	\$ 588,957	\$ 58,943	\$ 71,747	\$ 139,851	\$ 2,214,016	\$ (44,208)	\$ (3,353,931)	\$ (1,184,123)	
19	2016	\$ 1,397,225	\$ 601,364	\$ 60,198	\$ 157,872	\$ 142,781	\$ 2,359,441	\$ (30,099)	\$ (3,339,181)	\$ (1,009,839)	
20	2017	\$ 1,440,787	\$ 614,019	\$ 61,478	\$ 161,535	\$ 145,770	\$ 2,423,589	\$ (30,739)	\$ (3,800,509)	\$ (1,407,659)	
21	2018	\$ 1,485,221	\$ 626,927	\$ 62,783	\$ 165,271	\$ 148,819	\$ 2,489,020	\$ (31,392)	\$ (4,044,308)	\$ (1,586,680)	
22	2019	\$ 1,530,542	\$ 640,093	\$ 64,114	\$ 169,081	\$ 151,928	\$ 2,555,759	\$ (32,057)	\$ (4,293,647)	\$ (1,769,945)	
23	2020	\$ 1,576,771	\$ 653,522	\$ 65,473	\$ 172,968	\$ 155,100	\$ 2,623,833	\$ (32,736)	\$ (4,591,760)	\$ (2,000,663)	
	2021	\$ 1,623,924	\$ 667,220	\$ 66,858	\$ 176,932	\$ 158,335	\$ 2,693,269	\$ (33,429)	\$ (4,908,624)	\$ (2,248,784)	
TOTAL: 2011-2021		\$ 15,508,078	\$ 6,600,087	\$ 630,493	\$ 1,242,319	\$ 1,525,639	\$ 25,506,616	\$ (377,644)	\$ (39,316,785)	\$ (39,694,429)	\$ (14,187,813)

YR 1
YR 5

VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
TIF Projections: Acadia on the Green

DRAFT
5/13/2011

Assumptions

Current (2009) Taxable EAV	Full Asmts	Partial Asmts	Total
Condos (incl. pkg)	\$ 8,347,960	\$ 2,461,065	\$ 10,809,025
Retail	\$ 67,030	\$ 971,900	\$ 1,038,930
Total 2009 Taxable EAV	\$ 8,414,990	\$ 3,432,965	\$ 11,847,955

Est. 2010 Taxable EAV	Full Asmts	Partial Asmts	Total
Condos (incl. pkg)	\$ 8,509,515	\$ 1,864,930	\$ 10,374,445
Retail	\$ 1,231,390	\$ -	\$ 1,231,390
Total Est. 2010 Taxable EAV	\$ 9,740,905	\$ 1,864,930	\$ 11,605,835

2010 Assessment Status	Full Asmts	Partial Asmts	Total
Res. Condo Units (excl. pkg)	102	22	124
Retail SF	30,523	-	30,523

Frozen Base EAV	\$	596,154
Est. Full Taxable EAV (2010\$):		
Residential Condos	\$	100,000 per unit
Retail		n/a
Reassessment (2010-2011)		-7.0%
General Inflation (2012 forward)		2.0%
Collection Loss		2.5%
Current (2009) Tax Rate (incl. SSA)		6.1455%
Current (2009) Tax Rate (excl. SSA)		4.6455%
Estimated 2010 Tax Rate (incl. SSA)		6.5111%
Estimated 2010 Tax Rate (excl. SSA)		5.0111%
Estimated 2011 Tax Rate (incl. SSA)		6.8989%
Estimated 2011 Tax Rate (excl. SSA)		5.3989%

TIF Revenue Projections: Acadia on the Green

TIF Year	Calendar Year [1]	Frozen Base EAV [2]	Inflation Factor [3]	Reassessment Factor [4]	Current EAV Inflated [5]	Annual EAV Additions [6]	Cumulative EAV Additions	Annual EAV Deductions [7]	Cumulative EAV Deductions	Total Taxable EAV [8]	Incremental EAV [9]	Gross Tax Rate (Incl. SSA) [10]	Gross TIF Revenue [11]	Less Collection Loss [12]	Net TIF Revenue (Incl. SSA) [13]	Net TIF Revenue (Excl. SSA) [14]	
0	1997	\$ 596,154															
1	1998	\$ 596,154															
2	1999	\$ 596,154															
3	2000	\$ 596,154															
4	2001	\$ 596,154															
5	2002	\$ 596,154															
6	2003	\$ 596,154															
7	2004	\$ 596,154															
8	2005	\$ 596,154															
9	2006	\$ 596,154															
10	2007	\$ 596,154															
11	2008	\$ 596,154															
12	2009	\$ 596,154			\$ 11,847,955					\$ 11,847,955	\$ 11,251,801	6.1455%					
13	2010	\$ 596,154	1.00		\$ 11,605,835					\$ 11,605,835	\$ 11,009,681	6.5111%	\$ 691,479	\$ (17,287)	\$ 674,192	\$ 509,635	
14	2011	\$ 596,154	0.93	-7.0%	\$ 10,793,427		\$ -	\$ -	\$ -	\$ 10,793,427	\$ 10,197,273	6.8989%	\$ 716,851	\$ (17,921)	\$ 698,930	\$ 537,913	
15	2012	\$ 596,154	0.95	2.0%	\$ 11,009,295	\$ 1,043,460	\$ 1,043,460	\$ (884,536)	\$ (884,536)	\$ 11,168,219	\$ 10,572,065	6.8989%	\$ 703,497	\$ (17,587)	\$ 685,909	\$ 536,774	
16	2013	\$ 596,154	0.97	2.0%	\$ 11,229,481	\$ 1,064,329	\$ 2,128,658	\$ (902,227)	\$ (1,804,454)	\$ 11,553,685	\$ 10,957,531	6.8989%	\$ 729,353	\$ (18,234)	\$ 711,119	\$ 556,503	
17	2014	\$ 596,154	0.99	2.0%	\$ 11,454,071		\$ 2,171,232		\$ (1,840,543)	\$ 11,784,759	\$ 11,188,605	6.8989%	\$ 755,946	\$ (18,899)	\$ 737,047	\$ 576,794	
18	2015	\$ 596,154	1.01	2.0%	\$ 11,683,152		\$ 2,214,656		\$ (1,877,354)	\$ 12,020,454	\$ 11,424,300	6.8989%	\$ 771,888	\$ (19,297)	\$ 752,590	\$ 588,957	
19	2016	\$ 596,154	1.03	2.0%	\$ 11,916,815		\$ 2,258,949		\$ (1,914,901)	\$ 12,260,863	\$ 11,664,709	6.8989%	\$ 788,148	\$ (19,704)	\$ 768,444	\$ 601,364	
20	2017	\$ 596,154	1.05	2.0%	\$ 12,155,151		\$ 2,304,128		\$ (1,953,199)	\$ 12,506,081	\$ 11,909,927	6.8989%	\$ 804,733	\$ (20,118)	\$ 784,615	\$ 614,019	
21	2018	\$ 596,154	1.07	2.0%	\$ 12,398,254		\$ 2,350,211		\$ (1,992,263)	\$ 12,756,202	\$ 12,160,048	6.8989%	\$ 821,651	\$ (20,541)	\$ 801,109	\$ 626,927	
22	2019	\$ 596,154	1.09	2.0%	\$ 12,646,219		\$ 2,397,215		\$ (2,032,108)	\$ 13,011,326	\$ 12,415,172	6.8989%	\$ 838,906	\$ (20,973)	\$ 817,934	\$ 640,093	
23	2020	\$ 596,154	1.11	2.0%	\$ 12,899,144		\$ 2,445,159		\$ (2,072,751)	\$ 13,271,553	\$ 12,675,399	6.8989%	\$ 856,507	\$ (21,413)	\$ 835,094	\$ 653,522	
	2021	Collections for Assessment Year 2020												\$ 874,460	\$ (21,861)	\$ 852,598	\$ 667,220
														TOTAL:	2011-2021	\$ 8,445,392	\$ 6,600,087

- [1] Downers Grove TIF #1 was established in 1997 and is scheduled to expire in 2020. Collections are assumed one year following the assessment year.
- [2] per DuPage County Tax Revenue Department for project parcels only.
- [3] Inflation Factor is a compounded rate accounting for anticipated township wide assessment trends and applied to new value additions.
- [4] The Downers Grove Township Assessor's Office anticipates a township-wide average decline in assessed values of 7.0 percent effective in the 2011 assessment year. Future years assume inflationary growth of 2.0 percent.
- [5] Includes 2009 final Board of Review certified assessments per DuPage County Tax Revenue Department, and 2010 Township Assessor certified assessments. Future years are projected according to the estimated Reassessment Factor.
- [6] Annual EAV Additions reflect estimated full assessment values coming online from future absorption. Assessments are assumed to reflect sales from the previous year. Estimated full assessment valuation is based on comparable unit sales and assessments, per data obtained from the Downers Grove Township Assessor's Office and DuPage County Tax Revenue Department. EAV per unit accounts for homeowner exemptions of \$6,000 per unit, assumed for all units, and senior exemptions of \$4,000 per unit, assumed for 25% of units.
- [7] Annual EAV Deductions account for the replacement of partial assessments reflecting low occupancy levels.
- [8] Total Taxable EAV is equal to Current EAV Inflated plus Cumulative EAV Additions, less Cumulative EAV Deductions.
- [9] Incremental EAV is equal to Current EAV Inflated less Frozen Base EAV.
- [10] 2009 final tax rate and 2010 tentative tax rate, per DuPage County Tax Revenue Department, including a 1.5% levy for SSA #2. The 2011 tax rate is projected based on PTELL and historic trends in tax rates, tax levies, and EAV for taxing bodies within tax codes 9448 and 9452, and is held constant over the remainder of the TIF.
- [11] Gross TIF Revenue is equal to Incremental EAV multiplied by the Gross Tax Rate.
- [12] A collection loss of 2.5 percent is assumed.
- [13] Net TIF Revenue (Incl. SSA) is equal to Gross TIF Revenue with the SSA levy applied, less Collection Loss.
- [14] Net TIF Revenue (Excl. SSA) is equal to Gross TIF Revenue without the SSA levy, less Collection Loss.

VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
TIF Projections: Charles Place Office Condos

DRAFT
5/13/2011

Assumptions

Current (2009) Taxable EAV	Full Asmts	Partial Asmts	Total
Office Condos	\$ -	n/a	n/a
Retail	\$ -	n/a	n/a
Total 2009 Taxable EAV	\$ -	\$ 744,570	\$ 744,570

Est. 2010 Taxable EAV	Full Asmts	Partial Asmts	Total
Office Condos	\$ -	\$ 463,660	\$ 463,660
Retail	\$ -	\$ 272,790	\$ 272,790
Total Est. 2010 Taxable EAV	\$ -	\$ 736,450	\$ 736,450

2010 Assessment Status	Full Asmts	Partial Asmts	Total
Office Condos	-	13	13
Retail	-	9,915	9,915

Frozen Base EAV	\$	71,960
Reassessment (2010-2011)		-7.0%
General Inflation (2012 forward)		2.0%
Collection Loss		2.5%
Current (2009) Tax Rate (incl. SSA)		6.1455%
Current (2009) Tax Rate (excl. SSA)		4.6455%
Estimated 2010 Tax Rate (incl. SSA)		6.5111%
Estimated 2010 Tax Rate (excl. SSA)		5.0111%
Estimated 2011 Tax Rate (incl. SSA)		6.8989%
Estimated 2011 Tax Rate (excl. SSA)		5.3989%

TIF Revenue Projections: Charles Place Office Condos

TIF Year	Calendar Year [1]	Frozen Base EAV [2]	Inflation Factor [3]	Reassessment Factor [4]	Current EAV Inflated [5]	Estimated Total Annual EAV [6]			Cumulative EAV Additions	Annual EAV Deductions [7]			Cumulative EAV Deductions	Total Taxable EAV [8]	Incremental EAV [9]	Gross Tax Rate (Incl. SSA) [10]	Gross TIF Revenue [11]	Less Collection Loss [12]	Net TIF Revenue (Incl. SSA) [13]	Net TIF Revenue (Excl. SSA) [14]
						Office	Retail	Total		Office	Retail	Total								
0	1997	\$ 71,960																		
1	1998	\$ 71,960																		
2	1999	\$ 71,960																		
3	2000	\$ 71,960																		
4	2001	\$ 71,960																		
5	2002	\$ 71,960																		
6	2003	\$ 71,960																		
7	2004	\$ 71,960																		
8	2005	\$ 71,960																		
9	2006	\$ 71,960																		
10	2007	\$ 71,960																		
11	2008	\$ 71,960																		
12	2009	\$ 71,960			\$ 744,570									\$ 744,570	\$ 672,610	6.1455%				
13	2010	\$ 71,960	1.00		\$ 736,450									\$ 736,450	\$ 664,490	6.5111%	\$ 41,335	\$ (1,033)	\$ 40,302	\$ 30,465
14	2011	\$ 71,960	0.93	-7.0%	\$ 684,899	\$ 516,400	\$ 390,670	\$ 907,070	\$ 907,070	\$ (431,204)	\$ (253,695)	\$ (684,899)	\$ (684,899)	\$ 907,070	\$ 835,110	6.8989%	\$ 43,266	\$ (1,082)	\$ 42,184	\$ 32,466
15	2012	\$ 71,960	0.95	2.0%	\$ 698,596	\$ 754,780	\$ 390,670	\$ 1,145,450	\$ 1,145,450			\$ (698,596)	\$ (698,596)	\$ 1,145,450	\$ 1,073,490	6.8989%	\$ 57,613	\$ (1,440)	\$ 56,173	\$ 43,959
16	2013	\$ 71,960	0.97	2.0%	\$ 712,568			\$ -	\$ 1,168,359			\$ (712,568)	\$ (712,568)	\$ 1,168,359	\$ 1,096,399	6.8989%	\$ 74,059	\$ (1,851)	\$ 72,207	\$ 56,507
17	2014	\$ 71,960	0.99	2.0%	\$ 726,820			\$ -	\$ 1,191,726			\$ (726,820)	\$ (726,820)	\$ 1,191,726	\$ 1,119,766	6.8989%	\$ 75,639	\$ (1,891)	\$ 73,748	\$ 57,713
18	2015	\$ 71,960	1.01	2.0%	\$ 741,356			\$ -	\$ 1,215,561			\$ (741,356)	\$ (741,356)	\$ 1,215,561	\$ 1,143,601	6.8989%	\$ 77,251	\$ (1,931)	\$ 75,320	\$ 58,943
19	2016	\$ 71,960	1.03	2.0%	\$ 756,183			\$ -	\$ 1,239,872			\$ (756,183)	\$ (756,183)	\$ 1,239,872	\$ 1,167,912	6.8989%	\$ 78,896	\$ (1,972)	\$ 76,923	\$ 60,198
20	2017	\$ 71,960	1.05	2.0%	\$ 771,307			\$ -	\$ 1,264,669			\$ (771,307)	\$ (771,307)	\$ 1,264,669	\$ 1,192,709	6.8989%	\$ 80,573	\$ (2,014)	\$ 78,558	\$ 61,478
21	2018	\$ 71,960	1.07	2.0%	\$ 786,733			\$ -	\$ 1,289,963			\$ (786,733)	\$ (786,733)	\$ 1,289,963	\$ 1,218,003	6.8989%	\$ 82,284	\$ (2,057)	\$ 80,226	\$ 62,783
22	2019	\$ 71,960	1.09	2.0%	\$ 802,468			\$ -	\$ 1,315,762			\$ (802,468)	\$ (802,468)	\$ 1,315,762	\$ 1,243,802	6.8989%	\$ 84,028	\$ (2,101)	\$ 81,928	\$ 64,114
23	2020	\$ 71,960	1.11	2.0%	\$ 818,517			\$ -	\$ 1,342,077			\$ (818,517)	\$ (818,517)	\$ 1,342,077	\$ 1,270,117	6.8989%	\$ 85,808	\$ (2,145)	\$ 83,663	\$ 65,473
2021	Collections for Assessment Year 2020																			
																	\$ 87,624	\$ (2,191)	\$ 85,433	\$ 66,858
																	TOTAL:	2011-2021	\$ 806,364	\$ 630,493

[1] Downers Grove TIF #1 was established in 1997 and is scheduled to expire in 2020. Collections are assumed one year following the assessment year

[2] per DuPage County Tax Revenue Department for project parcels only.

[3] Inflation Factor is a compounded rate accounting for anticipated township wide assessment trends and applied to new value additions.

[4] The Downers Grove Township Assessor's Office anticipates a township-wide average decline in assessed values of 7.0 percent effective in the 2011 assessment year.

Future years assume inflationary growth of 2.0 percent.

[5] Includes 2009 final Board of Review certified assessments per DuPage County Tax Revenue Department, and 2010 Township Assessor certified assessments.

Future years are projected according to the estimated Reassessment Factor.

[6] Estimated Total Annual EAV for Charles Place, on whole, per detailed parcel-by-parcel projections developed by the Downers Grove Township Assessor's Office.

[7] Annual EAV Deductions account for the annual replacement of total prior assessments reflecting low occupancy levels.

[8] Total Taxable EAV is equal to Current EAV Inflated plus Cumulative EAV Additions, less Cumulative EAV Deductions.

[9] Incremental EAV is equal to Current EAV Inflated less Frozen Base EAV.

[10] 2009 final tax rate and 2010 tentative tax rate, per DuPage County Tax Revenue Department, including a 1.5% levy for SSA #2.

The 2011 tax rate is projected based on PTELL and historic trends in tax rates, tax levies, and EAV for taxing bodies within tax codes 9448 and 9452, and is held constant over the remainder of the TIF

[11] Gross TIF Revenue is equal to Incremental EAV multiplied by the Gross Tax Rate.

[12] A collection loss of 2.5 percent is assumed.

[13] Net TIF Revenue (Incl. SSA) is equal to Gross TIF Revenue with the SSA levy applied, less Collection Loss.

[14] Net TIF Revenue (Excl. SSA) is equal to Gross TIF Revenue without the SSA levy, less Collection Loss.

VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
 TIF Projections: DG Townhomes

DRAFT
 5/13/2011

Assumptions

Current (2009) Taxable EAV	Full Asmts	Partial Asmts	2009 Total
East Phase (built)	\$ -	\$ 1,420,890	\$ 1,420,890
West Phase (unbuilt)	\$ -	\$ 141,400	\$ 141,400
Total 2009 Taxable EAV	\$ -	\$ 1,562,290	\$ 1,562,290

Est. 2010 Taxable EAV	Full Asmts	Partial Asmts	2010 Total
East Phase (built)	\$ 257,840	\$ 766,340	\$ 1,024,180
West Phase (unbuilt)	\$ -	\$ 133,280	\$ 133,280
Total Est. 2010 Taxable EAV	\$ 257,840	\$ 899,620	\$ 1,157,460

2010 Assessment Status	Full Asmts	Partial Asmts	Total
East Phase (built)	2	12	14
West Phase (unbuilt)	-	14	14

Frozen Base EAV	\$ 479,710
Est. Full Taxable EAV (2010\$):	\$ 123,000 per unit
Reassessment (2009-2011)	-7.0%
General Inflation (2012 forward)	2.0%
Collection Loss	2.5%
Current (2009) Tax Rate (incl. SSA)	6.1455%
Current (2009) Tax Rate (excl. SSA)	4.6455%
Estimated 2010 Tax Rate (incl. SSA)	6.5111%
Estimated 2010 Tax Rate (excl. SSA)	5.0111%
Estimated 2011 Tax Rate (incl. SSA)	6.8989%
Estimated 2011 Tax Rate (excl. SSA)	5.3989%

TIF Revenue Projections: DG Townhomes

TIF Year	Calendar Year [1]	Frozen Base EAV [2]	Inflation Factor [3]	Reassessment Factor [4]	Current EAV Inflated [5]	Annual EAV Additions [6]			Cumulative EAV Additions	Annual EAV Deductions [7]			Cumulative EAV Deductions	Total Taxable EAV [8]	Incremental EAV [9]	Gross Tax Rate (Incl. SSA) [10]	Gross TIF Revenue [11]	Less Collection Loss [12]	Net TIF Revenue (Incl. SSA) [13]	Net TIF Revenue (Excl. SSA) [14]
						East Phase	West Phase	Total		East Phase	West Phase	Total								
0	1997	\$ 479,710																		
1	1998	\$ 479,710																		
2	1999	\$ 479,710																		
3	2000	\$ 479,710																		
4	2001	\$ 479,710																		
5	2002	\$ 479,710																		
6	2003	\$ 479,710																		
7	2004	\$ 479,710																		
8	2005	\$ 479,710																		
9	2006	\$ 479,710																		
10	2007	\$ 479,710																		
11	2008	\$ 479,710																		
12	2009	\$ 479,710			\$ 1,562,290									\$ 1,562,290	\$ 1,082,580	6.1455%				
13	2010	\$ 479,710	1.00		\$ 1,157,460								\$ 1,157,460	\$ 677,750	6.5111%	\$ 66,530	\$ (1,663)	\$ 64,867	\$ 49,034	
14	2011	\$ 479,710	0.93	-7.0%	\$ 1,076,438			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,076,438	\$ 596,728	6.8989%	\$ 44,129	\$ (1,103)	\$ 43,026	\$ 33,114	
15	2012	\$ 479,710	0.95	2.0%	\$ 1,097,967			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,097,967	\$ 618,257	6.8989%	\$ 41,167	\$ (1,029)	\$ 40,138	\$ 31,411	
16	2013	\$ 479,710	0.97	2.0%	\$ 1,119,926	\$ 1,428,136		\$ 1,428,136	\$ 1,428,136	\$ (741,489)	\$ (741,489)	\$ (741,489)	\$ 1,806,573	\$ 1,326,863	6.8989%	\$ 42,653	\$ (1,066)	\$ 41,586	\$ 32,544	
17	2014	\$ 479,710	0.99	2.0%	\$ 1,142,324			\$ -	\$ 1,456,699	\$ -	\$ (756,319)	\$ (756,319)	\$ 1,842,704	\$ 1,362,994	6.8989%	\$ 91,539	\$ (2,288)	\$ 89,250	\$ 69,845	
18	2015	\$ 479,710	1.01	2.0%	\$ 1,165,171		\$ 1,733,472	\$ 1,733,472	\$ 3,219,305	\$ (134,168)	\$ (134,168)	\$ (905,613)	\$ 3,478,862	\$ 2,999,152	6.8989%	\$ 94,031	\$ (2,351)	\$ 91,680	\$ 71,747	
19	2016	\$ 479,710	1.03	2.0%	\$ 1,188,474			\$ -	\$ 3,283,691	\$ -	\$ (923,725)	\$ (923,725)	\$ 3,548,440	\$ 3,068,730	6.8989%	\$ 206,908	\$ (5,173)	\$ 201,735	\$ 157,872	
20	2017	\$ 479,710	1.05	2.0%	\$ 1,212,244			\$ -	\$ 3,349,365	\$ -	\$ (942,200)	\$ (942,200)	\$ 3,619,409	\$ 3,139,699	6.8989%	\$ 211,708	\$ (5,293)	\$ 206,415	\$ 161,535	
21	2018	\$ 479,710	1.07	2.0%	\$ 1,236,489			\$ -	\$ 3,416,352	\$ -	\$ (961,044)	\$ (961,044)	\$ 3,691,797	\$ 3,212,087	6.8989%	\$ 216,604	\$ (5,415)	\$ 211,189	\$ 165,271	
22	2019	\$ 479,710	1.09	2.0%	\$ 1,261,218			\$ -	\$ 3,484,679	\$ -	\$ (980,265)	\$ (980,265)	\$ 3,765,633	\$ 3,285,923	6.8989%	\$ 221,598	\$ (5,540)	\$ 216,058	\$ 169,081	
23	2020	\$ 479,710	1.11	2.0%	\$ 1,286,443			\$ -	\$ 3,554,373	\$ -	\$ (999,870)	\$ (999,870)	\$ 3,840,945	\$ 3,361,235	6.8989%	\$ 226,692	\$ (5,667)	\$ 221,024	\$ 172,968	
2021	Collections for Assessment Year 2020																			
TOTAL:																				
2011-2021																				
\$ 1,588,192																				
\$ 1,242,319																				

[1] Downers Grove TIF #1 was established in 1997 and is scheduled to expire in 2020. Collections are assumed one year following the assessment year
 [2] per DuPage County Tax Revenue Department for project parcels only.
 [3] Inflation Factor is a compounded rate accounting for anticipated township wide assessment trends and applied to new value additions.
 [4] The Downers Grove Township Assessor's Office anticipates a township-wide average decline in assessed values of 7.0 percent affective in the 2011 assessment year.
 Future years assume inflationary growth of 2.0 percent.
 [5] Includes 2009 final Board of Review certified assessments per DuPage County Tax Revenue Department, and 2010 Township Assessor certified assessments.
 Future years are projected according to the estimated Reassessment Factor.
 [6] Annual EAV Additions reflect estimated full assessment values coming online from future absorption. Assessments are assumed to reflect sales from the previous year.
 Estimated full assessment valuation is based on comparable unit sales and assessments, per data obtained from the Downers Grove Township Assessor's Office and DuPage County Tax Revenue Department
 EAV per unit accounts for homeowner exemptions of \$6,000 per unit, assumed for all units, and senior exemptions of \$4,000 per unit, assumed for 25% of units
 [7] Annual EAV Deductions account for the replacement of partial assessments reflecting low occupancy levels.
 [8] Total Taxable EAV is equal to Current EAV Inflated plus Cumulative EAV Additions, less Cumulative EAV Deductions.
 [9] Incremental EAV is equal to Current EAV Inflated less Frozen Base EAV.
 [10] 2009 final tax rate and 2010 tentative tax rate, per DuPage County Tax Revenue Department, including a 1.5% levy for SSA #2.
 The 2011 tax rate is projected based on PTELL and historic trends in tax rates, tax levies, and EAV for taxing bodies within tax codes 9448 and 9452, and is held constant over the remainder of the TIF
 [11] Gross TIF Revenue is equal to Incremental EAV multiplied by the Gross Tax Rate.
 [12] A collection loss of 2.5 percent is assumed.
 [13] Net TIF Revenue (Incl. SSA) is equal to Gross TIF Revenue with the SSA levy applied, less Collection Loss.
 [14] Net TIF Revenue (Excl. SSA) is equal to Gross TIF Revenue without the SSA levy, less Collection Loss.

VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
 TIF Projections: Forest Ave Condos

DRAFT
 5/13/2011

Assumptions

Taxable EAV	Full Asmts	Partial Asmts	Total
Condo (2009)	\$ 1,959,090	\$ 1,003,620	\$ 2,962,710
Condo (Est. 2010)	\$ 1,620,210	\$ 869,010	\$ 2,489,220

Frozen Base EAV	\$ 126,540
Est. Full Taxable EAV (2010\$):	\$ 100,000 per unit
Reassessment (2009-2011)	-7.0%
General Inflation (2012 forward)	2.0%
Collection Loss	2.5%
Current (2009) Tax Rate (incl. SSA)	6.1455%
Current (2009) Tax Rate (excl. SSA)	4.6455%
Estimated 2010 Tax Rate (incl. SSA)	6.5111%
Estimated 2010 Tax Rate (excl. SSA)	5.0111%
Estimated 2011 Tax Rate (incl. SSA)	6.8989%
Estimated 2011 Tax Rate (excl. SSA)	5.3989%

2010 Asmt Status	Full Asmts	Partial Asmts	Total
Full Asmt Levels	15	12	27

TIF Revenue Projections: Forest Ave Condos

TIF Year	Calendar Year	Frozen Base EAV	Inflation Factor	Reassessment Factor	Current EAV Inflated	Annual EAV Additions	Cumulative EAV Additions	Annual EAV Deductions	Cumulative EAV Deductions	Total Taxable EAV	Incremental EAV	Gross Tax Rate (Incl. SSA)	Gross TIF Revenue	Less Collection Loss	Net TIF Revenue (Incl. SSA) [13]	Net TIF Revenue (Excl. SSA) [14]
0	1997	\$ 126,540														
1	1998	\$ 126,540														
2	1999	\$ 126,540														
3	2000	\$ 126,540														
4	2001	\$ 126,540														
5	2002	\$ 126,540														
6	2003	\$ 126,540														
7	2004	\$ 126,540														
8	2005	\$ 126,540														
9	2006	\$ 126,540														
10	2007	\$ 126,540														
11	2008	\$ 126,540														
12	2009	\$ 126,540			\$ 2,962,710					\$ 2,962,710	\$ 2,836,170	6.1455%				
13	2010	\$ 126,540	1.00		\$ 2,489,220					\$ 2,489,220	\$ 2,362,680	6.5111%	\$ 174,297	\$ (4,357)	\$ 169,939	\$ 128,460
14	2011	\$ 126,540	0.93	-7.0%	\$ 2,314,975	\$ -	\$ -	\$ -	\$ -	\$ 2,314,975	\$ 2,188,435	6.8989%	\$ 153,836	\$ (3,846)	\$ 149,991	\$ 115,436
15	2012	\$ 126,540	0.95	2.0%	\$ 2,361,274	\$ 284,580	\$ 284,580	\$ (206,086)	\$ (206,086)	\$ 2,439,768	\$ 2,313,228	6.8989%	\$ 150,977	\$ (3,774)	\$ 147,203	\$ 115,197
16	2013	\$ 126,540	0.97	2.0%	\$ 2,408,500	\$ 435,407	\$ 725,679	\$ (315,311)	\$ (525,519)	\$ 2,608,660	\$ 2,482,120	6.8989%	\$ 159,587	\$ (3,990)	\$ 155,597	\$ 121,766
17	2014	\$ 126,540	0.99	2.0%	\$ 2,456,670	\$ 444,116	\$ 1,184,308	\$ (321,617)	\$ (857,646)	\$ 2,783,331	\$ 2,656,791	6.8989%	\$ 171,238	\$ (4,281)	\$ 166,957	\$ 130,656
18	2015	\$ 126,540	1.01	2.0%	\$ 2,505,803		\$ 1,207,994		\$ (874,799)	\$ 2,838,998	\$ 2,712,458	6.8989%	\$ 183,289	\$ (4,582)	\$ 178,706	\$ 139,851
19	2016	\$ 126,540	1.03	2.0%	\$ 2,555,919		\$ 1,232,154		\$ (892,295)	\$ 2,895,778	\$ 2,769,238	6.8989%	\$ 187,129	\$ (4,678)	\$ 182,451	\$ 142,781
20	2017	\$ 126,540	1.05	2.0%	\$ 2,607,037		\$ 1,256,797		\$ (910,141)	\$ 2,953,694	\$ 2,827,154	6.8989%	\$ 191,046	\$ (4,776)	\$ 186,270	\$ 145,770
21	2018	\$ 126,540	1.07	2.0%	\$ 2,659,178		\$ 1,281,933		\$ (928,344)	\$ 3,012,767	\$ 2,886,227	6.8989%	\$ 195,042	\$ (4,876)	\$ 190,166	\$ 148,819
22	2019	\$ 126,540	1.09	2.0%	\$ 2,712,362		\$ 1,307,572		\$ (946,911)	\$ 3,073,023	\$ 2,946,483	6.8989%	\$ 199,117	\$ (4,978)	\$ 194,139	\$ 151,928
23	2020	\$ 126,540	1.11	2.0%	\$ 2,766,609		\$ 1,333,723		\$ (965,849)	\$ 3,134,483	\$ 3,007,943	6.8989%	\$ 203,274	\$ (5,082)	\$ 198,192	\$ 155,100
	2021	Collections for Assessment Year 2020														
													\$ 207,514	\$ (5,188)	\$ 202,326	\$ 158,335
													TOTAL:	2011-2021	\$ 1,951,999	\$ 1,525,639

[1] Downers Grove TIF #1 was established in 1997 and is scheduled to expire in 2020. Collections are assumed one year following the assessment year.
 [2] per DuPage County Tax Revenue Department for project parcels only.
 [3] Inflation Factor is a compounded rate accounting for anticipated township wide assessment trends and applied to new value additions.
 [4] The Downers Grove Township Assessor's Office anticipates a township-wide average decline in assessed values of 7.0 percent effective in the 2011 assessment year. Future years assume inflationary growth of 2.0 percent.
 [5] Includes 2009 final Board of Review certified assessments per DuPage County Tax Revenue Department, and 2010 Township Assessor certified assessments. Future years are projected according to the estimated Reassessment Factor.
 [6] Annual EAV Additions reflect estimated full assessment values coming online from future absorption. Assessments are assumed to reflect sales from the previous year. Estimated full assessment valuation is based on comparable unit sales and assessments, per data obtained from the Downers Grove Township Assessor's Office and DuPage County Tax Revenue Department. EAV per unit accounts for homeowner exemptions of \$6,000 per unit, assumed for all units, and senior exemptions of \$4,000 per unit, assumed for 25% of units.
 [7] Annual EAV Deductions account for the replacement of partial assessments reflecting low occupancy levels.
 [8] Total Taxable EAV is equal to Current EAV Inflated plus Cumulative EAV Additions, less Cumulative EAV Deductions.
 [9] Incremental EAV is equal to Current EAV Inflated less Frozen Base EAV.
 [10] 2009 final tax rate and 2010 tentative tax rate, per DuPage County Tax Revenue Department, including a 1.5% levy for SSA #2. The 2011 tax rate is projected based on PTELL and historic trends in tax rates, tax levies, and EAV for taxing bodies within tax codes 9448 and 9452, and is held constant over the remainder of the TIF.
 [11] Gross TIF Revenue is equal to Incremental EAV multiplied by the Gross Tax Rate.
 [12] A collection loss of 2.5 percent is assumed.
 [13] Net TIF Revenue (Incl. SSA) is equal to Gross TIF Revenue with the SSA levy applied, less Collection Loss.
 [14] Net TIF Revenue (Excl. SSA) is equal to Gross TIF Revenue without the SSA levy, less Collection Loss.

VILLAGE OF DOWNERS GROVE

Downers Grove TIF #1 Revenue Projections & Capacity Analysis
District-Wide Inflationary TIF Revenue

DRAFT
5/13/2011

Assumptions

Downers Grove TIF #1 Summary	Base EAV	2009 Taxable EAV	Est. 2010 Taxable EAV
District Total	\$ 16,108,850	\$ 60,640,023	\$ 57,093,156
Less Current Projects:			
Acadia on the Green	\$ 596,154	\$ 11,847,955	\$ 11,605,835
Charles Place Office Condos	\$ 71,960	\$ 744,570	\$ 736,450
DG Townhomes	\$ 479,710	\$ 1,562,291	\$ 1,157,461
Forest Ave Condos	\$ 126,540	\$ 2,962,710	\$ 2,489,220
Total Current Projects:	\$ 1,274,364	\$ 17,117,526	\$ 15,988,966
District Balance	\$ 14,834,486	\$ 43,522,497	\$ 41,104,190

Reassessment (2010-2011)	-7.0%
General Inflation (2012 forward)	2.0%
District-wide collection loss	2.5%
Current (2009) Tax Rate (incl. SSA)	6.1455%
Current (2009) Tax Rate (excl. SSA)	4.6455%
Estimated 2010 Tax Rate (incl. SSA)	6.5111%
Estimated 2010 Tax Rate (excl. SSA)	5.0111%
Estimated 2011 Tax Rate (incl. SSA)	6.8989%
Estimated 2011 Tax Rate (excl. SSA)	5.3989%

District-Wide Inflationary TIF Revenue Projections

TIF Year	Calendar Year [1]	Frozen Base EAV [2]	Reassessment Factor [3]	Current EAV Inflated [4]	Incremental EAV [5]	Gross Tax Rate (Incl. SSA) [6]	Gross TIF Revenue [7]	Collection Loss [8]	Net TIF Revenue (Incl. SSA) [9]	Net TIF Revenue (Excl. SSA) [10]
0	1997	\$ 14,834,486								
1	1998	\$ 14,834,486								
2	1999	\$ 14,834,486								
3	2000	\$ 14,834,486								
4	2001	\$ 14,834,486								
5	2002	\$ 14,834,486								
6	2003	\$ 14,834,486								
7	2004	\$ 14,834,486								
8	2005	\$ 14,834,486								
9	2006	\$ 14,834,486								
10	2007	\$ 14,834,486								
11	2008	\$ 14,834,486								
12	2009	\$ 14,834,486		\$ 43,522,497	\$ 28,688,011	6.1455%				
13	2010	\$ 14,834,486		\$ 41,104,190	\$ 26,269,704	6.5111%	\$ 1,763,022	\$ (44,076)	\$ 1,718,946	\$ 1,299,384
14	2011	\$ 14,834,486	-7.0%	\$ 38,226,897	\$ 23,392,411	6.8989%	\$ 1,710,447	\$ (42,761)	\$ 1,667,686	\$ 1,283,491
15	2012	\$ 14,834,486	2.0%	\$ 38,991,435	\$ 24,156,949	6.8989%	\$ 1,613,813	\$ (40,345)	\$ 1,573,467	\$ 1,231,353
16	2013	\$ 14,834,486	2.0%	\$ 39,771,263	\$ 24,936,777	6.8989%	\$ 1,666,557	\$ (41,664)	\$ 1,624,893	\$ 1,271,598
17	2014	\$ 14,834,486	2.0%	\$ 40,566,689	\$ 25,732,203	6.8989%	\$ 1,720,357	\$ (43,009)	\$ 1,677,348	\$ 1,312,647
18	2015	\$ 14,834,486	2.0%	\$ 41,378,022	\$ 26,543,536	6.8989%	\$ 1,775,232	\$ (44,381)	\$ 1,730,851	\$ 1,354,518
19	2016	\$ 14,834,486	2.0%	\$ 42,205,583	\$ 27,371,097	6.8989%	\$ 1,831,205	\$ (45,780)	\$ 1,785,425	\$ 1,397,225
20	2017	\$ 14,834,486	2.0%	\$ 43,049,694	\$ 28,215,208	6.8989%	\$ 1,888,297	\$ (47,207)	\$ 1,841,090	\$ 1,440,787
21	2018	\$ 14,834,486	2.0%	\$ 43,910,688	\$ 29,076,202	6.8989%	\$ 1,946,531	\$ (48,663)	\$ 1,897,868	\$ 1,485,221
22	2019	\$ 14,834,486	2.0%	\$ 44,788,902	\$ 29,954,416	6.8989%	\$ 2,005,930	\$ (50,148)	\$ 1,955,782	\$ 1,530,542
23	2020	\$ 14,834,486	2.0%	\$ 45,684,680	\$ 30,850,194	6.8989%	\$ 2,066,517	\$ (51,663)	\$ 2,014,854	\$ 1,576,771
	2021	Collections for Assessment Year 2020					\$ 2,128,316	\$ (53,208)	\$ 2,075,108	\$ 1,623,924
							TOTAL:	2011-2021	\$ 19,844,371	\$ 15,508,078

[1] Downers Grove TIF #1 was established in 1997 and is scheduled to expire in 2020. Collections are assumed one year following the assessment year

[2] per DuPage County Tax Revenue Department, equal to total district base EAV less project parcels

[3] The Downers Grove Township Assessor's Office anticipates a township-wide average decline in assessed values of 7.0 percent effective in the 2011 assessment year.

Future years assume inflationary growth of 2.0 percent.

[4] Includes 2009 final Board of Review certified assessments per DuPage County Tax Revenue Department, and 2010 Township Assessor certified assessments.

Future years are projected according to the estimated Reassessment Factor.

[5] Incremental EAV is equal to Current EAV Inflated less Frozen Base EAV.

[6] 2009 final tax rate and 2010 tentative tax rate, per DuPage County Tax Revenue Department, including a 1.5% levy for SSA #2.

The 2011 tax rate is projected based on PTELL and historic trends in tax rates, tax levies, and EAV for taxing bodies within tax codes 9448 and 9452.

The projected 2011 rate is held constant over the remainder of the TIF.

[7] Gross TIF Revenue is equal to Incremental EAV multiplied by the Gross Tax Rate.

[8] A district-wide collection loss of 2.5 percent is assumed.

[9] Net TIF Revenue (Incl. SSA) is equal to Gross TIF Revenue with the SSA levy applied, less Collection Loss.

[10] Net TIF Revenue (Excl. SSA) is equal to Gross TIF Revenue without the SSA levy, less Collection Loss.

**FINANCIAL AND
COMPLIANCE REPORT**

**ATTACHMENTS
K & L**

**VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT
TAX INCREMENT FINANCING FUNDS**

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT AND COMPLIANCE
REPORT

FOR THE YEAR ENDED DECEMBER 31, 2011

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VILLAGE OF DOWNERS GROVE
DOWNTOWN REDVELOPMENT TAX INCREMENT FINANCING FUNDS
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INDEPENDENT AUDITORS' REPORT

The Honorable Mayor and Members of the Village Council
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

We have audited the accompanying financial statements of the Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds for the year ended December 31, 2011, as listed in the table of contents. These financial statements are the responsibility of management of the Village of Downers Grove. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

The financial statements present only the Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds and do not purport to, and do not, present fairly, the financial position of the Village of Downers Grove, as of December 31, 2011, the changes in its financial position, or, where applicable, its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds as of December 31, 2011 and its changes in financial position thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As described in Note 1, the Village adopted the provision of GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, effective, January 1, 2011.

The Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds have not presented the Management's Discussion and Analysis that accounting principles generally accepted in the United States of America has determined is necessary to supplement, although not required to be part of, the basic financial statements.

We have also issued a report dated May 31, 2012, on our consideration of the Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds' compliance with laws, regulations, contracts and grants.

Oak Brook, Illinois
May 31, 2012

Baker Tilly Virchow Krause, LLP

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INDEPENDENT AUDITORS' COMPLIANCE REPORT

The Honorable Mayor and Members of the Village Council
Village of Downers Grove
801 Burlington Avenue
Downers Grove, Illinois 60515

We have audited the financial statements of the Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds as of and for the year ended December 31, 2011, and have issued our report dated May 31, 2012. The financial statements are the responsibility of the Village of Downers Grove's management. Our responsibility is to express an opinions on the financial statements based upon our audit.

Our audit was made in accordance with auditing standards generally accepted in the United States of America Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

Compliance with laws, regulations, contracts and grants applicable to the Village of Downers Grove Downtown Redevelopment Tax Increment Financing Funds is the responsibility of the Village of Downers Grove's management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we performed test of the Village of Downers Grove's compliance with provisions in Subsection (q) of Section 11-74.4-3 of Public Act 85-1142, "An Act in Relation to Tax Increment Financing." However, the objective of our audit of the financial statements was not to provide an opinion on overall compliance with such provisions. Accordingly, we do not express such an opinion.

The results of our tests indicate that, with respect to the items tested, the Village of Downers Grove complied, in all material respects, with Subsection (q) of Section 11-74.4-3 of Public Act 85-1142.

This report is intended solely for the information and use of the Village Board, management, the State of Illinois, and others within the Village and is not intended to be, and should not be, used by anyone other than the specified parties.

Oak Brook, Illinois
May 31, 2012

Baker Tilly Virchow Krause, LLP

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
BALANCE SHEETS
FOR THE YEAR ENED DECEMBER 31, 2011

	G.O. Bonds Downtown Redevelopment TIF	Downtown Redevelopment TIF
Assets		
Cash and investments	\$ 742,280	\$ 739,678
Property tax receivable	-	2,539,484
Other receivable	-	466
Total assets	<u>\$ 742,280</u>	<u>\$ 3,279,628</u>
 Liabilities and Fund Balance		
Liabilities		
Deferred revenue	<u>\$ -</u>	<u>\$ 2,502,891</u>
Total liabilities	<u>-</u>	<u>2,502,891</u>
 Fund Balance		
Restricted for debt service	742,280	-
Restricted for economic development	-	776,737
Total fund balance	<u>742,280</u>	<u>776,737</u>
Total liabilities and fund balance	<u>\$ 742,280</u>	<u>\$ 3,279,628</u>

See Notes to Financial Statements

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED DECEMBER 31, 2011

	<u>G.O. Bonds Downtown Redevelopment TIF</u>	<u>Downtown Redevelopment TIF</u>
Revenues:		
Property tax revenue	\$ -	\$ 2,543,270
Grants	500,000	-
Investment income	<u>206</u>	<u>285</u>
Total revenues	<u>500,206</u>	<u>2,543,555</u>
Expenditures:		
Current		
Community development	-	16,481
Public works	-	20,039
Debt service		
Principal	1,625,000	-
Interest and other	<u>1,181,590</u>	<u>-</u>
Total expenditures	<u>2,806,590</u>	<u>36,520</u> ✓
Excess (deficiency) of revenue over expenditures	<u>(2,306,384)</u>	<u>2,507,035</u>
Other Financing Sources (Uses)		
Transfers in from other funds	2,806,590	-
Transfers (out) to other funds	<u>-</u>	<u>(2,556,590)</u> ✓
Total other financing sources (uses)	2,806,590	(2,556,590)
Net change in fund balances	500,206	(49,555)
Fund balance, beginning of year	<u>242,074</u>	<u>826,292</u>
Fund balance, end of year	<u>\$ 742,280</u>	<u>\$ 776,737</u>

See Notes to Financial Statements

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Downtown Redevelopment Tax Increment Financing District Funds of the Village of Downers Grove, Illinois (the Village), have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to government units (hereinafter referred to as generally accepted accounting principles (GAAP)). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Village's accounting policies are described below.

Fund Accounting

Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. A fund is a separate accounting entity with a self-balancing set of accounts.

Basis of Accounting

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a current financial resources measurement focus. With the measurement focus, only current assets and current liabilities generally are included on the balance sheet. Operating statements of these funds present increases (i.e., revenues and other financing sources) and decreases (i.e., expenditures and other financing uses) in current assets.

The modified accrual basis of accounting is used by all governmental fund types. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). Measurable means the amount of the transaction can be determined and available means collectible within the current period. For this purpose, the Village considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The Village recognizes property taxes when they become both measurable and available and for the period intended to finance. A one-year availability period is used for revenue recognition for all other governmental fund revenues. Expenditures are recorded when the related fund liability is incurred.

The revenues susceptible to accrual are property taxes and investment income.

Long-term Obligations

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual proceeds received, are reported as expenditures.

Fund Balance

For the year ended December 31, 2011, the Village has implemented GASB Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Equity is classified as fund balance in the financial statements and displayed in five components:

Nonspendable - includes amounts not in spendable form, such as inventory, or amounts required to be maintained intact legally or contractually (principal endowment) (e.g. inventory or pre-paid items).

Restricted - includes amounts constrained for a specific purpose by external parties (e.g. Debt Service, Economic Development, State and Federal Grant Funds).

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

Committed - includes amounts constrained for a specific purpose by a government using its highest level of decision making authority, the Village Council. This formal action must occur prior to the end of the reporting period, but the amount of the commitment, which will be subject to the constraints, may be determined in the subsequent period. Any changes to the constraints imposed require the same formal action of the Village Council that originally created the commitment.

Assigned - includes amounts constrained for a specific purpose by the Village Council or by an official that has been delegated authority to assign amounts. The Village Council may also take official action to assign amounts. Additionally, all remaining positive spendable amounts in governmental funds that are neither restricted nor committed are considered assigned. Assignments may take place after the end of the reporting period.

Unassigned - includes negative balances for any governmental fund if expenditures exceed amounts restricted, committed or assigned for those specific purposes.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

Interfund Transactions

Interfund transactions are accounted for as revenues or expenditures. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed.

All other interfund transactions, except interfund services and reimbursements, are reported as transfers.

NOTE 2 – CASH AND INVESTMENTS

Permitted Deposits and Investments

The Village's investment policy authorizes the Village to invest in all investments allowed by Illinois Compiled Statutes. These include deposits/investments in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. Agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, and Illinois Funds (created by the Illinois State Legislature under the control of the State Comptroller that maintains a \$1 per share value which is equal to the participants fair value).

It is the policy of the Village to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, legality, safety, liquidity, and yield.

At December 31, 2011, the total cash and investments of the Funds was \$1,481,958. The cash and investments were comprised solely of investments in Illinois Funds.

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the value of an investment. In accordance with its investment policy, the Village limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for cash requirements for ongoing operations in shorter-term securities. As of December 31, 2011, the Funds' investments in Illinois Funds were due on demand.

Credit Risk

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The Village limits its exposure to credit risk limiting investments to the safest types of securities; pre-qualifying the financial institutions, intermediaries, and advisors with which the Village will conduct business; and diversifying the investment portfolio so that potential losses on individual investments will be minimized. Illinois Funds are rated AAA.

NOTE 3 – RECEIVABLES - TAXES

Property taxes for 2011 attach as an enforceable lien on January of the year of the levy on property values assessed as the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and issued on or about May 1, 2012 and August 1, 2012, and are payable in two installments, on or about June 1, 2012 and September 1, 2012. Tax Increment Financing (TIF) property tax receipts are received in two installments similar to levied taxes described above. TIF property taxes are not levied, but are paid by the County from incremental property tax receipts of all taxing bodies within a TIF district. The County collects such taxes and remits them periodically. Management has determined that an allowance for uncollectible accounts is not necessary. As the 2011 tax levy is intended to fund expenditures for the 2012 fiscal year, these taxes are deferred as of December 31, 2011.

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2011

NOTE 4 – LONG-TERM DEBT

General Obligation Bonds

The Village issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds are direct obligations and pledge the full faith and credit of the government.

The changes in the general long-term debt related to the TIF during the year ended December 31, 2011, were as follows:

	<i>Balance December 31, 2010</i>	<i>Increases</i>	<i>Decreases</i>	<i>Balance December 31, 2011</i>
\$6,000,000 General Obligation Bonds, Series 2001 dated August 1, 2001, due in installments of \$20,000 to \$2,690,000 plus interest ranging from 4.5% to 5.125% due January 1, 2021.	\$ 65,000	\$ -	\$ 65,000	-
\$6,000,000 General Obligation Bonds, Series 2002 dated August 1, 2002, due in installments of \$105,000 to \$1,205,000 plus interest ranging from 3.5% to 4.75% due January 1, 2021.	220,000	-	100,000	120,000

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
 NOTES TO FINANCIAL STATEMENTS
 DECEMBER 31, 2011

	<i>Balance December 31, 2010</i>	<i>Increases</i>	<i>Decreases</i>	<i>Balance December 31, 2011</i>
\$9,950,000 General Obligation Refunding Bonds, Series 2005, dated March 1, 2005, due in installments of \$120,000 to \$1,820,000 plus interest ranging from 2.30% to 3.85% due January 1, 2020.	\$ 9,555,000	\$ -	\$ 70,000	\$ 9,485,000
\$3,900,000 General Obligation Refunding Bonds, Series 2008B, dated August 13, 2008, due in installments of \$15,000 to \$1,105,000 beginning January 1, 2010 plus interest ranging from 3.0% to 5.0% due January 1, 2021.	3,885,000	-	335,000	3,550,000
\$9,030,000 General Obligation Refunding Bonds, Series 2009, dated April 9, 2009, due in installments of \$880,000 to \$1,130,000 beginning January 1, 2011 plus interest ranging from 2.50% to 5.00% due January 1, 2019.	9,030,000	-	1,025,000	8,005,000
\$5,805,000 General Obligation Refunding Bonds, Series 2010A, dated March 4, 2010, due in installments of \$175,000 to \$2,690,000 beginning January 1, 2011 plus interest ranging from 2.00% to 5.00% due January 1, 2021.	5,805,000	-	230,000	5,575,000

VILLAGE OF DOWNERS GROVE
DOWNTOWN REDEVELOPMENT TAX INCREMENT FINANCING FUNDS
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2011

	<i>Balance December 31, 2010</i>	<i>Increases</i>	<i>Decreases</i>	<i>Balance December 31, 2011</i>
\$5,150,000 General Obligation Refunding Bonds, Series 2010B, dated November 10, 2010, due in installments of \$200,000 to \$1,210,000 beginning January 1, 2014 plus interest ranging from 3.00% to 4.00% due January 1, 2021	\$ 5,150,000	\$ -	\$ -	\$ 5,150,000
Total	\$ 33,710,000	\$ -	\$ 1,825,000	\$ 31,885,000

Debt Service Requirements and Maturities

Annual debt service requirements to maturity for general obligation bonds are as follows:

	<i>Principal</i>	<i>Interest</i>	<i>Total</i>
2012	\$ 1,895,000	\$ 1,181,013	\$ 3,076,013
2013	1,900,000	1,114,126	3,014,126
2014	2,470,000	1,047,751	3,517,751
2015	2,610,000	967,181	3,577,181
2016	2,675,000	879,881	3,554,881
2017 – 2021	<u>20,335,000</u>	<u>2,381,598</u>	<u>22,716,598</u>
Total	\$ 31,885,000	\$ 7,571,550	\$ 39,456,550

The balance of the Village's defeased bonds outstanding at December 31, 2011 is \$5,285,000.

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**VILLAGE OF DOWNERS GROVE, ILLINOIS
DOWNTOWN TIF REPORT (TIF #1)**

Report Period 1/1/11 to 12/31/11

Intergovernmental Agreements

The Village of Downers Grove entered into an agreement with the Chicago Metropolitan Agency for Planning (CMAP) for an update to the Bicycle and Pedestrian Plan.

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
SEPTEMBER 20, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Intergovernmental Agreement with the Chicago Metropolitan Agency for Planning for an Update to the Village's Pedestrian and Bicycle Plan	✓ Resolution Ordinance Motion Discussion Only	Nan Newlon, P.E., Director of Public Works

SYNOPSIS

A resolution has been prepared authorizing an Intergovernmental Agreement (IGA) between the Village of Downers Grove and the Chicago Metropolitan Agency for Planning (CMAP) for a grant to update the Village's Pedestrian and Bicycle Plan.

STRATEGIC PLAN ALIGNMENT

The Goals for 2011 to 2018 include *Steward of Financial and Environmental Sustainability* and *Exceptional Municipal Services*.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval on the September 20, 2011 Consent Agenda.

BACKGROUND

In August the Village was awarded a planning grant for up to \$80,000 in IDOT funding from the Chicago Metropolitan Agency for Planning (CMAP) for updates to the Bikeway and Pedestrian Plans. This intergovernmental agreement indicates the Village's agreement to engage a consultant to provide technical assistance and project management, create a plan steering committee to provide oversight, and develop the plan's goals and objectives to reflect the community's vision for non-motorized transportation. This plan will update the current Bikeway and Pedestrian Plans which were created between 2000 and 2001.

An updated bicycle and pedestrian plan will build upon the work of the recently completed Comprehensive Plan by aligning itself with the broader goals and objectives for the Village. Once the plan is completed it will be brought to both the Transportation and Parking Commission and the Village Board for final approval.

The three objectives of the plan update are:

- To improve the biking and walking network, which will allow for the efficient and safe use of non-motorized transportation.
- To increase safety throughout the Village by developing an education plan, and to
- To create a marketing plan to promote bicycling and walking throughout the community as viable transportation options. A marketing campaign will be developed and implemented.

ATTACHMENTS

CMAP Intergovernmental Agreement

RESOLUTION _____

**A RESOLUTION TO ACCEPT
COMMUNITY PLANNING PROGRAM GRANT FUNDS FROM
THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

WHEREAS, the Village of Downers Grove (“the Village”) has applied for grant funding through the Community Planning Program from the Chicago Metropolitan Agency for Planning (“CMAP”), for a Bicycle and Pedestrian Plan; and

WHEREAS, the Village’s request for such grant has been approved by CMAP; and

WHEREAS, CMAP has adopted the GO TO 2040 Plan as the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties, and is providing grant assistance as a means of advancing the plan’s implementation; and

WHEREAS, the Village and CMAP have agreed on the contents of an Intergovernmental Agreement (“IGA”) that covers the administration of this grant;

NOW, THEREFORE BE IT RESOLVED BY THE VILLAGE OF DOWNERS GROVE:

1. That the Village of Downers Grove supports a Bicycle and Pedestrian Plan.
2. That the Village of Downers Grove accepts the offer of grant funding by CMAP and recognizes that this funding is provided for the purpose of advancing the implementation of GO TO 2040.
3. That the Village of Downers Grove authorizes staff as designated by the Village Manager to finalize and execute the IGA with CMAP, and to initiate a competitive procurement process to select a consulting firm to undertake work on this project.
4. That the Village of Downers Grove recognizes that provisions that govern the administration of the Community Planning Program grant are included in the IGA.
5. That this resolution shall be effective as of the date of its adoption.

Mayor

Passed:

Attest: _____

Village Clerk

CMAP contract # _____

AGREEMENT

between

Chicago Metropolitan Agency for Planning

and

Village of Downers Grove

THIS AGREEMENT, entered into on this _____, by and between the Chicago Metropolitan Agency for Planning (herein called the "CMAP"), a body politic and corporate created by the State of Illinois, and the Village of Downers Grove, 801 Burlington Ave., Downers Grove, IL 60515 (herein called the "Grantee").

WITNESSETH

WHEREAS, the Grantee has made application to CMAP for funding to complete the Bikeway and Pedestrian Plan (hereafter called the "Project"). The grant application submitted by the Grantee (Attachment 1) is incorporated by reference into this Agreement with full force and effect, as if fully set forth herein; and

WHEREAS, the Grantee's application has been approved by CMAP; and

WHEREAS, CMAP desires to provide funding to the Grantee to complete the Project with a contractor who has been selected through a formal procurement process;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Engagement of Grantee. CMAP hereby agrees to provide funding to the Grantee and the Grantee hereby agrees to procure assistance from a qualified contractor to complete the Project.
2. Funding Source. The funding source for this contract is the Illinois Department of Transportation (IDOT). The IDOT is not a party to this agreement. CFDA Number 20.205; Federal Highway Administration (FHWA); Illinois Highway Planning & Research Program.
3. Scope of Services. The Grantee shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the tasks described in the grant application (Attachment 1). In addition to the tasks described in the grant application, the Grantee is also responsible for establishing a steering committee to guide work on this project, as well as conducting a thorough public engagement process; these responsibilities can be fulfilled either directly by the Grantee or with assistance from a qualified contractor.
4. Procurement of Contractor. The Grantee is responsible for administering the procurement for the contractor and management of the contract secured through that procurement. All procurement transactions for Contractual Services shall be conducted in a manner that provides maximum open and free competition. The GRANTEE shall also conduct a RFP process meeting the following minimum procedural requirements:

Request for Proposal (RFP): Competitive negotiation procedures shall be used to procure services having a total value of more than \$10,000. The RFP shall be publicized, proposals shall be solicited from an adequate number of qualified sources, negotiations are normally conducted with more than one source, and a cost reimbursement contract shall be awarded based on a technical evaluation of the proposals received. Award may be made to the responsible offeror whose proposal will be most advantageous to the procuring party, price and other factors considered. Unsuccessful offerors should be notified promptly. The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

The Grantee shall maintain records sufficient to detail the significant history of the procurement. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

No Grantee employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

5. Subcontracts.

a. Any subcontractors or outside associates or consultants required by the Grantee in connection with the services covered by this Agreement will be limited to such individuals or firms as are obtained through the Request for Proposal process. The selection of contractor(s) is prohibited without prior written consent of CMAP. Any substitutions in or additions to such subcontractors, associates or consultants will be subject to the prior approval of CMAP.

b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

c. The Grantee may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

6. Time of Performance. The services of the Grantee are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed to assure their expeditious completion. This contract terminates on June 30, 2013. No extensions of this contract are possible.

7. Funding Compensation. CMAP agrees to reimburse the Grantee on a monthly basis. It is expressly agreed and understood that in no event will the total compensation exceed the maximum sum of \$80,000 for all services provided hereunder.

8. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Grantee shall be used by the Grantee for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for the carrying of the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after

written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

9. Reports and Methods of Payment.

Based on services performed, Grantee may submit invoices as frequently as once a month. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

Payment will be made within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. Notification of the transfer will be made to you. Please provide the following information:

Bank Name: _____

Telephone No.: _____

Account No.: _____

Bank ACH Routing No.: _____

Grantee email address for confirmation: _____

DUNS No. _____

Invoices must be accompanied by appropriate documentation from the contractor(s) that have been procured by the Grantee for the purposes of carrying out the Project. CMAP will reimburse the Grantee only for allowable expenses incurred by the contractor.

Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Grantee such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on the CMAP project. If an invoice is not acceptable, CMAP shall promptly provide the Grantee a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

10. Audit and Access to Records.

a. The Grantee and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Grantee and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

(1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for nonexpendable property acquired with federal funds shall be retained for three years after its final disposition.

b. The Grantee shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related

to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

11. Agreements. This Agreement constitutes the entire agreement between the parties hereto. Any change proposed by either party to this Agreement shall be submitted to the other party for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless such changes are reduced to writing and executed by the authorized representatives of both parties.
12. Suspension. If the Grantee fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Grantee, suspend the Agreement and withhold further payments or prohibit the Grantee from incurring additional obligations of funds pending corrective action by the Grantee. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Grantee in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.
13. Termination.
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience, provided that the Grantee is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Grantee's default. If termination by default is effected by the Grantee, or if termination for convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Grantee for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Grantee relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs a or b of this clause, the Grantee shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Grantee in performing this Agreement, whether completed or in the process.
 - e. Upon termination pursuant to paragraphs a or b of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Grantee must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this agreement shall be made as provided in paragraph c of this clause.
14. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Grantee arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
15. Equal Employment Opportunity. The Grantee will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Grantee shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Grantee shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Grantee shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
16. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Grantee will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
17. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
18. Prohibited Interest.
- a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or

- (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The Grantee warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty the CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

19. Federal Reporting Standards.

- a. The Grantee agrees that any material or design specified by the Grantee or supplied by the Grantee pursuant to this Agreement shall not infringe any patent or copyright and the Grantee shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Grantee.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Grantee's promise as contained in paragraph a of this clause, the Grantee shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Grantee shall include provisions appropriate to the effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

20. Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Grantee. Any successor to the Grantee's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Grantee from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

21. Conflict of Interest. In order to avoid any potential conflict or interest, the Grantee agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Grantee shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
22. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Grantee shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
23. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Grantee's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Grantee. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
24. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
25. Workers' Compensation Insurance. The Grantee and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
26. Independent Contractor. Grantee's relationship to CMAP in the performance of this Agreement is that of an independent Contractor. Grantee's personnel performing work under this Agreement shall at all times be under Grantee's exclusive direction and control and shall be employees of Grantee and not employees of CMAP. Grantee shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
27. Federal, State and Local Laws. Grantee warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Grantee shall be responsible for compliance as modifications are implemented. The Grantee's failure to comply shall constitute a material breach of this contract.
28. Hold Harmless and Indemnity. Grantee shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Grantee, its officers, directors, employees,

agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

29. International Boycott. Grantee certifies that neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
30. Forced Labor. Grantee certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

A. Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Grantee's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Grantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Grantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Grantee understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Grantee also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of

the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

D. Control of Property. The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

F. Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Grantee shall provide immediate written notice to CMAP if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The Grantee Agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Grantee's fiscal year.

H. Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Grantee certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each Grantee will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the Grantee assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it

undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.

2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which

Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

- Any other nondiscrimination statute(s) that may apply to the project.

6. Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

SECTION 8 EXHIBITS

LEGAL DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

MAP OF DISTRICT

O. Energy Conservation To the extent applicable, the Grantee and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

S. Buy America Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The Grantee acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Grantee the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. Grantee agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The Grantee shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes Or Breaches The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA or U.S. DOT and CMAP before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity to suit.

W. Fly America Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed

as a waiver by CMAP of any breach by the Grantee of any terms of this Agreement or any default on the part of the Grantee which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to the Project.

AA. Grantee is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. The Grantee must register at <https://www.bpn.gov/ccr>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through AA apply to the federally funded project. The Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

APPLICANT INFORMATION

Village of Downers Grove Bikeway and Pedestrian Plan
Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515

Project Contact:
Nan Newlon, P.E.
Director of Public Works
630/434-5461
nnewlon@downers.us

David Fieldman
Village Manager

GENERAL

2.1 – Project Type Identification

This project is an Integrated Transportation Plan, specifically to update Downers Grove's existing Bicycle and Pedestrian Plans. For this project the Village of Downers Grove will retain an outside transportation planning firm to provide technical assistance and produce the final deliverables.

2.2 – Project Goals and Objectives

The overall goal of this project is to provide an update to the village's bicycle and pedestrian plan as a way to increase mobility throughout the area. Downers Grove has a demonstrated track record with bicycle and pedestrian planning, but the existing plans are more than ten years old and no longer accurately reflect the existing conditions and needs of the Village. To achieve the broader goals of developing a successful bicycle and pedestrian culture in Downers Grove, the plan will have three targeted objectives.

The first objective is to develop a comprehensive biking and walking network, which will allow for the efficient and safe use of non-motorized transportation. This proposed network will consist on both on and off-street bikeways, signed routes, and multi-use trails and will allow for safe travel as well as encouraging new bicyclists. Additionally, the plan will analyze the existing pedestrian network in order to increase connections, improve intersections, reduce network gaps, and identify ADA compliance issues. Finally policy and program recommendations will be made which can facilitate both infrastructure development as well as encouraging biking and walking as realistic options.

The plan's second objective will increase safety throughout the Village by developing an education plan. Many people do not currently walk or bike because they do not view these modes as either safe or realistic transportation options. Fieldwork and outreach will identify the greatest areas of need in terms of safety and recommendations will be made in order to reduce crashes and improve traveler comfort. Additionally, an overview of bicycle and pedestrian safety will be consistently reinforced by consultant staff throughout the planning process.

The final objective for the proposed plan will involve marketing bicycling and walking throughout the community as viable transportation options. Simply put, marketing is one of the most cost-effective methods for increasing non-motorized transportation numbers. The consultant staff will be expected to implement a marketing campaign based on previous experiences as well as developing new ideas designed to build upon Downers Grove's unique community identity.

2.3 – Proposal's Relationship to Existing Planning Initiatives

This project will expand upon many of the planning processes currently under way in Downers Grove. In June, 2000 and September, 2001 Downers Grove created both a Bikeway and Pedestrian Plan, respectively. While these were effective planning documents, the existing conditions of the Village have changed to the point where they are no longer as effective as they once were. An update of these plans – including the latest crash data as well as digitizing existing routes – will help the Village improve its local network and strengthen connections to regional destinations.

Additionally, Downers Grove is set to approve its Comprehensive Plan in 2011 after an extensive, year-long community outreach process. It did not, however, identify potential improvements to the Village's bicycle network, instead stating that "the recommendations of the Village Bikeway Plan and the Trails and Transit Plan provide a solid founding, the Village should create [Master Plan] that incorporates the recommendations of the Bikeway Plan, in addition to input from the Park District, DuPage County, regional agencies such as CMAP, and pertinent input from the community." An updated bicycle and pedestrian plan would build upon the success of the Comprehensive Plan by aligning itself with its broader goals and objectives for the Village and region.

2.4 – How will the end project be approved or adopted and will there be a commitment to implementing the recommendations from the plan?

This plan will be developed as a partnership between the Village of Downers Grove and a consulting firm. The majority of technical assistance will be provided by consultants, who will report to the Transportation and Parking Commission and the Public Works staff. Additionally a plan steering committee will be created to provide oversight and develop the plan's goals and objectives so that they are representative of the community's vision of the future. Once the plan is completed it will be brought to both the Transportation and Parking Commission and the Village Board for final approval.

The implementation of the plan will be given a great deal of attention. Final recommendations will be organized chronologically as well as according to importance by creating a matrix of short, mid and long-term steps. These will also all include recommendations for most cost-effective manner of implementation as well as financing strategies, including relevant grants and existing state and federal funding programs. An option that will be discussed in the plan is the creation of a Bicycle and Pedestrian Task Force to assist with the implementation of the Plan as well as assisting with ongoing education and outreach.

2.5 – Entities or Individuals Included in the Planning Process

In creating an effective bicycle and pedestrian plan, it is important to include the people who will use the completed network on a daily basis. To that end, the Village will undertake an outreach effort to ensure that members of the community are providing input; this will include local residents, members of the local school districts, parents of

students, and members of the Downers Grove Bicycle Club. Additionally, the plan will seek to improve the local economy by strengthening the networks that people use to physically arrive at local businesses. It is important, therefore, to engage and include the local business community and top employers – such as Sara Lee, the Dover Corporation, and Pepperidge Farms – in the planning process.

2.6 – Public Engagement

Public engagement efforts will largely be led by consultant staff who will conduct an extensive and innovate outreach process. The plan will be represented largely by a steering committee created specifically for the plan; it will include concerned residents, local business officials, elected officials, and other interested parties. They will be the direct link representing the community interests to consultant staff. Additionally there will be a number of public meetings – including a visioning session, charrette, and specialized focus groups. These will be extensively promoted through a variety of media outlets to increase attendance, while the focus sessions will be designed to attract audiences that generally do not attend public meetings.

The public engagement effort will also continue through other media outlets, including an online presence through Facebook and Twitter. Additionally, outreach will be conducted for community members unable to attend public meetings through surveys and online mapping exercises utilizing both GIS and Google Maps. The Village of Downers Grove has also had a great deal of success in providing information to its residents in video form. Consultants will considered continuing this method by providing video updates of the planning process after key milestones have been met.

2.7 – How will the Plan Meet CMAP's Livable Communities and Regional Mobility Principles?

CMAP's Livable Communities principles focus on improving the quality of life for individual municipalities. Livability is a complex issue to define, but it could be said to be communities providing residents with a variety of choices, be it for transportation, recreation, shopping, or housing. Downers Grove views itself as a community of opportunity and choice and has taken active steps to assure that its' residents have choices through the creation of thoughtful planning documents.

To that end, the Village views the Downers Grove Bicycle and Pedestrian Plan as being in line with GO TO 2040's principles of livable communities. Specifically, the plan will promote infill and compact development as a way to promote walkability; promoting increased access to jobs and educational facilities through new active transportation infrastructure; providing new and efficient routes to public transit in order to increase ridership; using walking and biking in order to support healthy lifestyles and environmentally conscious decisions; and using this plan to engage and coordinate cross jurisdictional decisions.

Additionally, the principal of Regional Mobility as defined by GO TO 2040 seeks to create a unified transportation network that is characterized by multiple transportation choices. To accomplish this, GO TO 2040 supports increased regional connectivity, a greater mode share for bicycling, walking and public transit use; and financing and land use reform which will foster an increase in density surrounding public transit and along key corridors.

More specifically for the proposed Downers Grove Bicycle and Pedestrian Plan, GO TO 2040 states that "investments of all types should take a multimodal approach, with

consideration for transit users, bicyclists and pedestrians.” Downers Grove is committed to this “Complete Streets” approach to roadway planning, and will use this planning document to make targeted decisions and strategic investment to increase service for bicyclists and pedestrians. These changes will have meaningful effects on how residents access local destinations and public transit.

PROJECT DETAILS

3.1 – Project Description

The Village of Downers Grove will undertake, with a consulting firm serving as technical advisors, a process to update and integrate its existing Bikeway and Pedestrian Plans. This plan will seek to increase bicycling, walking and transit use, improve the safety of everyone who uses roadways, foster local economic growth, and improve the health and environmental well being of Downers Grove.

3.2 – Project Study Area

The study area of the proposed plan will encompass the entire Village of Downers Grove; special attention will be paid, however, to the downtown area, key employment areas, Metra and Pace stations, and areas with existing infrastructure.

3.3 – Proposed Project Scope of Services

Although technical assistance is being provided in partnership with a transportation planning firm, the work will be directed by Village staff, the Transportation and Parking Commission, and the steering committee with the goal of providing a community-driven process that reflects the unique bicycle and pedestrian needs of residents. The Village of Downers Grove will work with an outside consultant to develop a specific planning process that meets the Village’s needs. The following steps, however, are the anticipated process Downers Grove will seek to undertake to create its updated bicycle and pedestrian plan which will take an estimated four to six months.

- *Task One*
Title: Project Kickoff
Description: The Village and the consultant staff will establish project objectives.
- *Task Two*
Title: Formation of Steering Committee
Description: A steering committee made up of key business members, residents, Village staff, elected officials, and other stakeholders will be created. This steering committee will begin by establishing key goals and priorities to create plan-specific objectives.
- *Task Three*
Title: Research
Description: Extensive field work will be conducted to determine the existing conditions for walking and bicycle infrastructure throughout the Village. Other data to be investigated will be local crash statistics, roadway conditions, future routes, transportation-related municipal, school, and park policies, and existing education and outreach programs. At this same time, a marketing and communications plan will be created for future public engagement.

- *Task Four*
Title: Public Engagement
Description: The consultant will conduct extensive community outreach including a visioning session, charrette, and specialized focus groups. The consultants may also utilize key stakeholder interviews, online surveying and on-the-street surveying tools.
- *Task Five*
Title: Analysis
Description: Using data from research and public engagement, consultant staff will analyze the existing conditions and determine the best steps needed to improve the local bicycle and pedestrian network through changes to policy and programs. These recommendations will be specific to local issues but based on broadly accepted standards and best practices. Once the recommendations are completed, they will be presented to the steering committee.
- *Task Six*
Title: Adoption
Description: Following the approval of the recommendations by the steering committee, the consulting firm will prepare a draft plan which will again be reviewed by the steering committee. Changes will be made as requested before the plan is presented to the Transportation and Parking Commission and the Village Board for final approval.
- *Task Seven*
Title: Implementation
Description: The bicycle and pedestrian task force created for the purposes of this plan will engage the community through educational outreach and promoting awareness of the plan. Village staff will work to find resources and funding in order to fully implement the plan.

INTEGRATED TRANSPORTATION AND LAND USE PLANS

GO TO 2040 defined a vision of the Chicago area as one of livable communities knitted together through an efficient regional transportation network characterized by transportation options. More specifically, GO TO 2040 foresees livable communities as more compact, accessible, and with multiple transportation options. Likewise a community effectively demonstrating GO TO 2040 Regional Mobility principles would support regional connectivity, increase transportation options, and use changes in financing and land use policies to encourage transit orientated development.

The proposed Downers Grove Integrated Bicycle and Pedestrian Plan will build upon these elements by creating a document that goes beyond the scope of traditional transportation plans. The Downers Grove plan will effectively build upon GO TO 2040 by increasing the livability of the Village while enhancing both the local and regional transportation network.

4.C.1 – Principles of Livable Communities

1. *Support for infill and reinvestment.*

GO TO 2040 identifies compact, mixed-use development as a priority for supporting transit. Downers Grove is at an advantage in that it is home to three Metra stops;

currently, however, the land use surrounding the Downers Grove and Belmont stops are not fully developed and insufficiently dense. Although the existing Comprehensive Plan has detailed the future land use priorities for the key development areas, they do not contain specific recommendations for improving bicycle and pedestrian conditions for these areas. A detailed bicycle and pedestrian plan would supplement the development priorities while expanding upon the broader goals of the GO TO 2040 Plan.

2. *Address density, mixing uses, and walkability.*

It is important to knit destinations, areas of density, and transit stops together especially for pedestrians. Currently the Downers Grove network has a solid foundation, but requires further study to identify where the most important destinations in the Village are located as well as the impediments and barriers in accessing them. The identification of problem intersections, gaps in the pedestrian network, and locations that are not ADA compliant will all be analyzed in order to create both policy and program recommendations.

3. *Addresses housing affordability, particularly near transit.*

The proposed Bicycle and Pedestrian Plan would make public transit access a priority. This includes making sure that there are an increased number of destinations within a reasonable distance to transit, especially new housing units. Additionally new connections from residential areas to public transit stops will be prioritized in order to facilitate new transit ridership.

4. *Involves jurisdictional coordination.*

Downers Grove is an area of converging jurisdictions. The Illinois Department of Transportation, the DuPage County Division of Transportation, Metra, Pace and the Village itself all manage significant elements of Downers Grove's transportation network. The Village understands that there exist significant challenges in coordinating the activities of these parties. The completion of a unified Bicycle and Pedestrian Plan, however, would greatly aid in establishing Downers Grove's priorities and influencing the decisions of other jurisdictional authorities.

Additionally, access to parks and schools will be a large priority and the plan will include coordination between the school districts, the park district and the Village. The Plan will balance their individual goals and priorities to create a community-wide network that will foster safe access to schools and parks.

5. *General consistency with "Livability Principles" of the federal Sustainable Communities Initiative.*

The proposed Bicycle and Pedestrian Plan is consistent with the priorities of the Sustainable Communities Initiative, meeting all six of the goals. By making improvements to bicycle and pedestrian infrastructure improvements, the Village will improve transportation options. In this way too, access to affordable housing will be improved, especially when it is linked to transit options through a broader network. Additionally, economic competitiveness will improve throughout the Village as access to jobs and education facilities increase with infrastructure improvements. The final plan will also contain a detailed matrix which will outline which funding streams should be targeted to implement the plan's recommendations; bicycle and pedestrian infrastructure generally have strong financial backing especially with steady funding streams such as the Surface Transportation Program and the Illinois Transportation

Enhancement Program. Collaboration too will be an important goal as many jurisdictions converge around transportation issues, a detailed plan will identify local priorities and needs. Finally, a community-driven plan will firmly establish the goals and objectives of the residents themselves and what they view as most important for the future of Downers Grove.

4.C.2 – Principles of Regional Mobility

1. *Support the maintenance and modernization of the existing transportation system.*
The Village of Downers Grove currently has a transportation network orientated towards motorized vehicles and does not fully accommodate all roadway users in all areas. The planning process will identify those streets that are most important to local and regional connectivity and make recommendations in order to better accommodate all types of transportation and bring them into compliance with Complete Streets standards.
2. *Support the use of alternative transportation including walking, biking, and transit.*
The health and environmental benefits of increasing bicycle and pedestrian as transportation options cannot be understated. Encouraging residents to walk or bike to Metra stops will not only improve overall Village health, but environment as well as vehicle miles traveled decreases. Just as importantly, the plan will include outreach, education and enforcement efforts. These kinds of outreach can increase active transportation and will compose a significant part of the plan.
3. *Provide support for transit through small-scale infrastructure investments, supportive land use, or other policies.*
Downers Grove is in the envious situation of having a good deal of public transit access – there are currently ten Pace lines and three Metra stops on the Burlington Northern Santa Fe line. The proposed plan would increase access to these stops throughout the Village. Further, bike infrastructure improvements are generally done at a much lower cost than other roadway improvements, requiring only signage and road striping in many cases.

IN WITNESS WHEREOF, CMAP and the Grantee have executed this Agreement as of the date first above written.

Village of Downers Grove

Attest: _____

By: _____

Title: _____

Date: _____

Date: _____

CHICAGO METROPOLITAN AGENCY FOR PLANNING

Attest: _____

By: _____

Executive Director

Date: _____

Date: _____

EXHIBIT A

The legal description of the proposed amended Redevelopment Project Area is as follows:

THAT PART OF THE EAST HALF OF SECTION 7 AND THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF FRANKLIN STREET AND THE EAST LINE OF FOREST AVENUE (SAID POINT OF INTERSECTION ALSO BEING THE NORTHWEST CORNER OF LOT 14 IN THE RE-SUBDIVISION OF BLOCK 5 OF E.H. PRINCE AND COMPANY'S ADDITION TO DOWNERS GROVE, A RESUBDIVISION RECORDED AS DOCUMENT NO.46830); THENCE EASTERLY FOLLOWING ALONG THE SAID SOUTH LINE OF FRANKLIN STREET TO THE NORTHEAST CORNER OF LOT 9 IN E.H. PRINCE AND COMPANY'S ADDITION AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF LOTS 9,8,7 AND 6 IN SAID E.H. PRINCE AND COMPANY'S ADDITION TO THE SOUTHEAST CORNER OF SAID LOT 6 (SAID SOUTHEAST CORNER ALSO BEING THE SOUTHWEST CORNER OF LOT 3 IN AFORESAID ADDITION); THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 30 FEET TO THE WEST LINE OF THE EAST 135 FEET OF LOT 4 IN SAID E.H. PRINCE & COMPANY'S ADDITION; THENCE SOUTH TO THE SOUTH LINE OF THE NORTH 82 FEET OF SAID LOT 4; THENCE WEST ALONG THE SAID

SOUTH LINE OF THE NORTH 82 FEET, TO THE EAST LINE OF THE WEST 110 FEET OF SAID LOT 4; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID LOT 4; THENCE WEST ALONG THE SAID SOUTH LINE OF LOT 4, TO THE NORTHEAST CORNER OF LOT 5 IN SAID E.H. PRINCE & COMPANY'S ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF THE SOUTH 58.63 FEET OF SAID LOT 5; THENCE EAST ALONG THE NORTH LINE OF THE WEST 30 FEET OF THE SOUTH 60 FEET OF LOT 13 IN BLOCK 3 OF FOOTES ADDITION RECORDED AS DOCUMENT 21769, A DISTANCE OF 30 FEET; THENCE SOUTH ALONG THE EAST LINE OF SAID WEST 30 FEET OF THE SOUTH 60 FEET, TO THE NORTH LINE OF LOT 11 IN ROGER'S SUBDIVISION, RECORDED AS DOCUMENT NUMBER 127751; THENCE EAST ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF LOTS 11 AND 10 IN SAID ROGER'S SUBDIVISION TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 8 IN SAID ROGER'S SUBDIVISION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 8 AND THE SOUTHERLY EXTENSION THEREOF, TO THE NORTH LINE OF LOT 6 IN AFORESAID ROGER'S SUBDIVISION; THENCE EASTERLY, ALONG THE NORTH LINES OF LOTS 6 AND 5 IN SAID ROGER'S SUBDIVISION, AND THE EASTERLY EXTENSION THEREOF, TO THE EAST LINE OF HIGHLAND AVENUE; THENCE NORTH ALONG SAID EAST LINE TO THE SOUTH LINE OF ROGERS STREET; THENCE EAST ALONG SAID SOUTH LINE OF ROGERS STREET, TO THE WEST LINE OF WASHINGTON STREET; THENCE SOUTH ALONG SAID WEST LINE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 6 IN BEARDSLEY'S ADDITION, RECORDED AS DOCUMENT NUMBER 9654; THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF SAID SOUTH 100 FEET OF LOT 6 TO THE WEST LINE OF LOT 7 IN SAID BEARDSLEY'S ADDITION; THENCE NORTH ALONG THE SAID WEST LINE TO THE NORTHWEST CORNER OF THE WEST HALF OF THE SOUTH HALF OF SAID LOT 7; THENCE EAST ALONG THE NORTH LINE OF SAID WEST HALF OF THE SOUTH HALF OF LOT 7 TO THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTH HALF THEREOF; THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF TO THE NORTH LINE OF WARREN AVENUE; THENCE EAST, ALONG THE NORTH LINE OF WARREN AVENUE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTHERLY, ALONG THE SAID EAST LINE OF THE NORTHWEST QUARTER TO THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE WESTERLY, ALONG SAID SOUTH LINE, TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 6 IN RANDALL'S RESUBDIVISION RECORDED AS DOCUMENT NUMBER 20748; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 6 TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 7 AND 8 IN SAID RANDALL'S RESUBDIVISION TO THE EASTERLY LINE OF LOT 7 IN BLOCK 2 IN CURTISS' ADDITION RECORDED AS DOCUMENT NUMBER 7317; THENCE SOUTH ALONG THE EASTERLY LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER OF SAID LOT 7 IN BLOCK 2; THENCE SOUTH TO THE

NORTHEAST CORNER OF LOT 6 IN BLOCK 3 IN SAID CURTISS' ADDITION; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6 AND THE SAID EAST LINE EXTENDED SOUTH, TO THE NORTH LINE OF LOT 13 IN ASSESSOR'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 14481; THENCE SOUTHERLY ALONG A LINE THAT IS 74.25 FEET, (RECORD), EASTERLY, AS MEASURED ALONG THE NORTH LINE OF SAID LOT 13, AND PARALLEL WITH SAID WEST LINE OF SAID LOT 13, A DISTANCE OF 100.8 FEET, (RECORD); THENCE WESTERLY TO A POINT ON THE EAST LINE OF WASHINGTON STREET THAT IS 84.44 FEET, (RECORD), SOUTH OF THE SAID NORTH LINE OF LOT 14 OF THE ASSESSOR'S SUBDIVISION; THENCE SOUTH, ALONG THE EAST LINE OF WASHINGTON STREET, TO THE NORTH LINE OF THE NORTH 67 FEET OF THE SOUTH 192.38 FEET OF SAID LOT 14; THENCE EAST 121.44 FEET, TO THE EASTERLY LINE OF SAID LOT 14; THENCE SOUTHEASTERLY, ALONG THE SAID EASTERLY LINE OF LOT 14 IN SAID ASSESSOR'S SUBDIVISION, 53 FEET; THENCE SOUTHWESTERLY, 143.5 FEET TO A POINT ON AN EASTERLY LINE OF WASHINGTON STREET, THAT IS 125.38 FEET, AS MEASURED ALONG SAID EASTERLY LINE, NORTHERLY OF THE NORTHERLY LINE OF MAPLE AVENUE; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF MAPLE AVENUE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF MAPLE AVENUE TO THE EASTERLY LINE, EXTENDED NORTHERLY OF LOT 25 IN ASSESSOR'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 14481; THENCE SOUTHEASTERLY ALONG SAID EXTENDED EASTERLY LINE AND THE EASTERLY LINE OF SAID LOT 25 TO THE NORTH LINE OF LOT 14 IN CURTISS' SUBDIVISION RECORDED AS DOCUMENT NUMBER 29341; THENCE NORTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 14 TO THE NORTHEAST CORNER THEREOF, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 14 THE NORTHERLY LINE OF RANDALL STREET; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF RANDALL STREET, TO THE WESTERLY LINE OF WEBSTER STREET; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF WEBSTER STREET, TO THE SOUTH LINE OF LOT 11 IN AFORESAID CURTISS' SUBDIVISION; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY LINE OF LOT 11 TO THE EAST LINE OF LOT 7 IN SAID CURTISS' SUBDIVISION; THENCE SOUTH ALONG SAID EAST LINE OF SAID LOT 7 TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 7, TO THE SOUTHEAST CORNER OF LOT 36 IN ASSESSOR'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 14481; THENCE WEST, ALONG THE SAID SOUTH LINE OF LOT 36 AND SAID LINE EXTENDED WEST TO THE CENTER LINE OF MAIN STREET; THENCE SOUTHWESTERLY TO THE SOUTH LINE OF THE NORTHWESTERLY 10 FEET OF LOT 5 IN BLANCHARD'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 12880; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF THE SAID NORTHWESTERLY 10 FEET OF LOT 5 TO THE WESTERLY LINE OF SAID LOT 5; THENCE NORTHERLY ALONG SAID WESTERLY LINE, THE WESTERLY LINE OF LOTS 4, 3 AND 2 IN SAID BLANCHARD'S SUBDIVISION AND THE SAID WESTERLY LINE EXTENDED OF LOT 2 TO THE NORTHERLY LINE OF MAPLE AVENUE, SAID LINE BEING THE

SOUTH LINE OF LOTS 44 AND 45 IN SAID ASSESSOR'S SUBDIVISION; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO POINT IN SAID NORTHERLY LINE OF MAPLE AVENUE THAT IS 75 FEET EASTERLY, AS MEASURED ALONG THE NORTHERLY LINE OF SAID MAPLE AVENUE, OF THE SOUTHWEST CORNER OF LOT 45; THENCE NORTHERLY ALONG A LINE PARALLEL TO THE WESTERLY LINE OF LOT 45 IN SAID ASSESSOR'S SUBDIVISION TO A POINT 40 FEET SOUTHERLY OF THE LAND CONVEYED BY EDWARD THATCHER TO QUIRIN SCHMIDT BY DEED DATED APRIL 16, 1889 AND RECORDED AS DOCUMENT 139636, SAID POINT BEING ON THE SOUTH LINE OF LAND CONVEYED BY DEED DATED OCTOBER 17, 1902, RECORDED AUGUST 1, 1904 AS DOCUMENT 82172; THENCE EASTERLY, ALONG SAID LINE TO WESTERLY LINE OF LOT 5 IN HOFERT'S SUBDIVISION RECORDED AS DOCUMENT NUMBER 52764; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND THE WESTERLY LINE EXTENDED NORTHERLY TO THE SOUTH LINE OF GROVE STREET; THENCE NORTHWESTERLY ACROSS SAID GROVE STREET TO A POINT ON THE NORTHERLY LINE THEREOF 132.99 FEET WEST OF THE WEST LINE OF MAIN STREET; THENCE WEST ALONG SAID NORTHERLY LINE TO A POINT ON SAID NORTHERLY LINE 244.53 FEET WEST OF THE SAID WEST LINE OF MAIN STREET; THENCE NORTH IN A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF LOT 55 IN ASSESSOR'S SUBDIVISION AFORESAID, 233.64 FEET WEST OF THE SAID WEST LINE OF MAIN STREET; THENCE WEST ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF FIRST CHURCH OF CHRISTIAN SCIENTIST RECORDED AS DOCUMENT NUMBER 145113; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID FIRST CHURCH OF CHRISTIAN SCIENTIST TO THE SOUTH LINE OF CURTISS STREET; THENCE NORTHERLY, TO THE INTERSECTION OF THE NORTH LINE OF CURTISS STREET WITH THE WEST LINE OF FOREST AVENUE, (FOOTE STREET); THENCE NORTHWESTERLY FOLLOWING ALONG THE CENTER LINE OF A CREEK ON AN ASSUMED BEARING OF NORTH 26 DEGREES WEST, 73.92 FEET; THENCE NORTH 42 DEGREES WEST, 68.64 FEET; THENCE NORTH 58 1/4 DEGREES WEST, 44.22 FEET; THENCE SOUTH 89 3/4 DEGREES WEST, 26.4 FEET; THENCE SOUTH 78 DEGREES WEST, 109.89 FEET; THENCE SOUTH 12 DEGREES EAST, PERPENDICULAR TO THE NORTH LINE OF CURTISS STREET, TO THE NORTH LINE OF CURTISS STREET; THENCE SOUTHWESTERLY, ALONG THE NORTH LINE OF CURTISS STREET TO THE EAST LINE OF THE CURTISS STREET CONDOMINIUM, RECORDED AS DOCUMENT R70-10748; THENCE NORTHWESTERLY, ALONG SAID EAST LINE, TO THE NORTH LINE THEREOF; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE TO THE EAST LINE OF LOT 2 OF BLODGETT'S RESUBDIVISION RECORDED AS DOCUMENT 137939; THENCE SOUTHERLY, ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID RESUBDIVISION; THENCE SOUTHWESTERLY, ALONG SAID SOUTH LINE, TO THE EAST LINE OF CARPENTER STREET; THENCE NORTHWESTERLY, ALONG SAID EAST LINE TO THE SOUTH LINE OF GILBERT AVENUE; THENCE EASTERLY, ALONG THE SOUTH LINE OF GILBERT AVENUE TO A POINT THAT IS 50 FEET EAST OF THE QUARTER SECTION LINE BETWEEN SECTIONS 7 AND 8;

THENCE NORTH PARALLEL WITH SAID QUARTER SECTION LINE TO THE SOUTHERLY LINE OF THE LANDS OF THE BURLINGTON NORTHERN RAILROAD; THENCE WEST ALONG THE SOUTHERLY LINE OF SAID RAILROAD TO THE WEST LINE OF SAID SECTION 8; THENCE NORTHERLY, ALONG SAID SECTION LINE TO THE NORTH LINE OF SAID RAILROAD LANDS; THENCE EASTERLY, ALONG SAID NORTH LINE TO ITS POINT OF INTERSECTION WITH THE EASTERLY LINE EXTENDED SOUTH OF THE WEST THREE FEET OF LOT 5 IN FOOTE'S ADDITION RECORDED AS DOCUMENT 21769; THENCE NORTH ALONG SAID EXTENDED LINE AND THE EAST LINE OF THE SAID WEST THREE FEET OF LOT 5 TO THE SOUTH LINE OF WARREN AVENUE; THENCE EAST ALONG SAID SOUTH LINE OF WARREN AVENUE TO EAST LINE EXTENDED SOUTH OF LOT 16 IN E.H. PRINCE AND COMPANY'S ADDITION RECORDED AS DOCUMENT NUMBER 43600; THENCE NORTH ALONG SAID EXTENDED LINE AND THE EAST LINE OF SAID LOT 16 TO THE NORTH LINE, EXTENDED WEST, OF LOT 15 IN SAID E.H. PRINCE AND COMPANY'S ADDITION; THENCE EAST ALONG SAID EXTENDED LINE, THE NORTH LINE OF SAID LOT 15 AND SAID NORTH LINE EXTENDED EAST TO THE EAST LINE OF FOREST AVENUE; THENCE NORTH ALONG SAID EAST LINE OF FOREST AVENUE TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY LINE OF GROVE STREET 244.53 FEET WEST OF THE WEST LINE OF MAIN STREET; THENCE EAST, ALONG THE NORTHERLY LINE OF GROVE STREET TO A POINT 132.99 FEET WEST OF THE WEST LINE OF MAIN STREET; THENCE SOUTHERLY, TO THE INTERSECTION OF THE SOUTHERLY LINE OF GROVE STREET WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 5 IN HOFER'S SUBDIVISION, RECORDED AS DOCUMENT NUMBER 52764; THENCE WEST, ALONG THE SOUTHERLY LINE OF GROVE STREET, TO A POINT LYING PERPENDICULAR SOUTH OF THE POINT OF BEGINNING; THENCE NORTH, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF CURTIS STREET CONDOMINIUM , RECORDED AS DOCUMENT NUMBER R70-10748, WITH THE NORTH LINE OF CURTISS STREET; THENCE NORTHEASTERLY, ALONG THE NORTH LINE OF CURTISS STREET TO THE INTERSECTION OF THE NORTH LINE OF CURTISS STREET WITH THE WEST LINE OF FOREST AVENUE; THENCE

SOUTHEASTERLY, TO THE INTERSECTION OF THE EAST LINE OF FIRST CHURCH OF CHRISTIAN SCIENTIST, RECORDED AS DOCUMENT NUMBER 145113 AND THE SOUTH LINE OF CURTISS STREET; THENCE SOUTHWESTERLY, ALONG THE SOUTH LINE OF CURTISS STREET, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF AFORESAID CURTISS STREET CONDOMINIUM; THENCE NORTHERLY, ALONG SAID SOUTHERLY EXTENSION OF THE EAST LINE OF CURTISS STREET CONDOMINIUM, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE EAST HALF OF SECTION 7 AND THE WEST HALF OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF CARPENTER STREET WITH THE SOUTH LINE OF BLODGETT'S RESUBDIVISION, RECORDED AS DOCUMENT NUMBER 137939; THENCE WESTERLY, PERPENDICULAR TO SAID EAST LINE OF CARPENTER STREET, TO THE WEST LINE OF CARPENTER STREET; THENCE NORTHWESTERLY, ALONG THE WEST LINE OF CARPENTER STREET ON THE NORTHERLY EXTENSION THEREOF, TO THE NORTH LINE OF GILBERT AVENUE; THENCE EAST, ALONG THE NORTH LINE OF GILBERT AVENUE, TO A POINT THAT IS 50 FEET EAST OF THE QUARTER SECTION LINE BETWEEN SECTIONS 7 AND 8 ; THENCE SOUTH PARALLEL WITH SAID QUARTER SECTION LINE TO THE SOUTH LINE OF GILBERT AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF GILBERT AVENUE, TO THE EAST LINE OF CARPENTER STREET; THENCE SOUTHEASTERLY, ALONG THE EAST LINE OF CARPENTER STREET, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 16 IN E.H. PRINCE AND COMPANY'S ADDITION RECORDED AS DOCUMENT NUMBER 43600, SAID SOUTHEAST CORNER BEING ON THE NORTH LINE OF WARREN AVENUE; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 16 EXTENDED SOUTH, TO THE SOUTH LINE OF WARREN AVENUE; THENCE WEST, ALONG THE SOUTH LINE OF WARREN AVENUE, TO THE EAST LINE OF THE WEST THREE FEET OF LOT 5 IN FOOTE'S ADDITION, RECORDED AS DOCUMENT 21769; THENCE NORTH, ALONG THE NORTHERLY EXTENSION OF THE WEST THREE FEET OF SAID LOT 5, TO THE NORTH LINE OF WARREN AVENUE; THENCE EAST, ALONG THE NORTH LINE OF WARREN AVENUE, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FRANKLIN STREET WITH THE WEST LINE OF FOREST STREET; THENCE EAST, FOLLOWING ALONG THE NORTH LINE OF FRANKLIN STREET, TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 9 IN THE RE-SUBDIVISION OF BLOCK 5 OF E.H. PRINCE AND COMPANY'S ADDITION TO DOWNERS GROVE, A RE-SUBDIVISION RECORDED AS DOCUMENT NUMBER 46830; THENCE SOUTH, ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 9, TO THE SOUTH LINE OF FRANKLIN STREET; THENCE WEST, FOLLOWING ALONG THE SOUTH LINE OF FRANKLIN STREET, TO THE EAST LINE OF FOREST STREET; THENCE SOUTH, ALONG THE EAST LINE OF FOREST STREET, TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 15 IN E.H. PRINCE AND COMPANY'S ADDITION RECORDED AS DOCUMENT NUMBER 43600; THENCE WEST, ALONG SAID EASTERLY EXTENSION OF LOT 15, TO THE WEST LINE OF FOREST AVENUE; THENCE NORTH, FOLLOWING ALONG THE WEST LINE OF FOREST AVENUE, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF ROGERS STREET WITH THE EAST LINE OF WASHINGTON STREET; THENCE WESTERLY, FOLLOWING ALONG THE NORTH LINE OF ROGERS STREET, TO THE EAST LINE OF LOT 10 IN ROGER'S RESUBDIVISION, RECORDED AS DOCUMENT NUMBER 127751; THENCE SOUTH TO THE NORTHEAST CORNER OF LOT 8 IN SAID ROGER'S SUBDIVISION; THENCE SOUTH, ALONG THE EAST LINE OF SAID LOT 8 AND THE SAID SOUTHERLY EXTENSION THEREOF, TO THE NORTH LINE OF LOT 6 IN AFORESAID ROGER'S SUBDIVISION; THENCE EASTERLY, ALONG THE NORTH LINES OF LOT 6 AND 5 IN SAID ROGER'S SUBDIVISION, AND THE EASTERLY EXTENSION THEREOF TO THE EAST LINE OF HIGHLAND AVENUE; THENCE NORTH ALONG THE SAID EAST LINE TO THE SOUTH LINE OF ROGERS STREET; THENCE EAST, ALONG THE SAID SOUTH LINE OF ROGERS STREET, TO THE WEST LINE OF WASHINGTON STREET; THENCE SOUTH, ALONG THE SAID WEST LINE OF WASHINGTON STREET, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 6 IN BEARDSLEY'S ADDITION, RECORDED AS DOCUMENT NUMBER 9654; THENCE EAST, ALONG THE AFORESAID WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 100 FEET, TO THE EAST LINE OF WASHINGTON STREET; THENCE NORTH, FOLLOWING ALONG THE EAST LINE OF WASHINGTON STREET, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

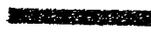
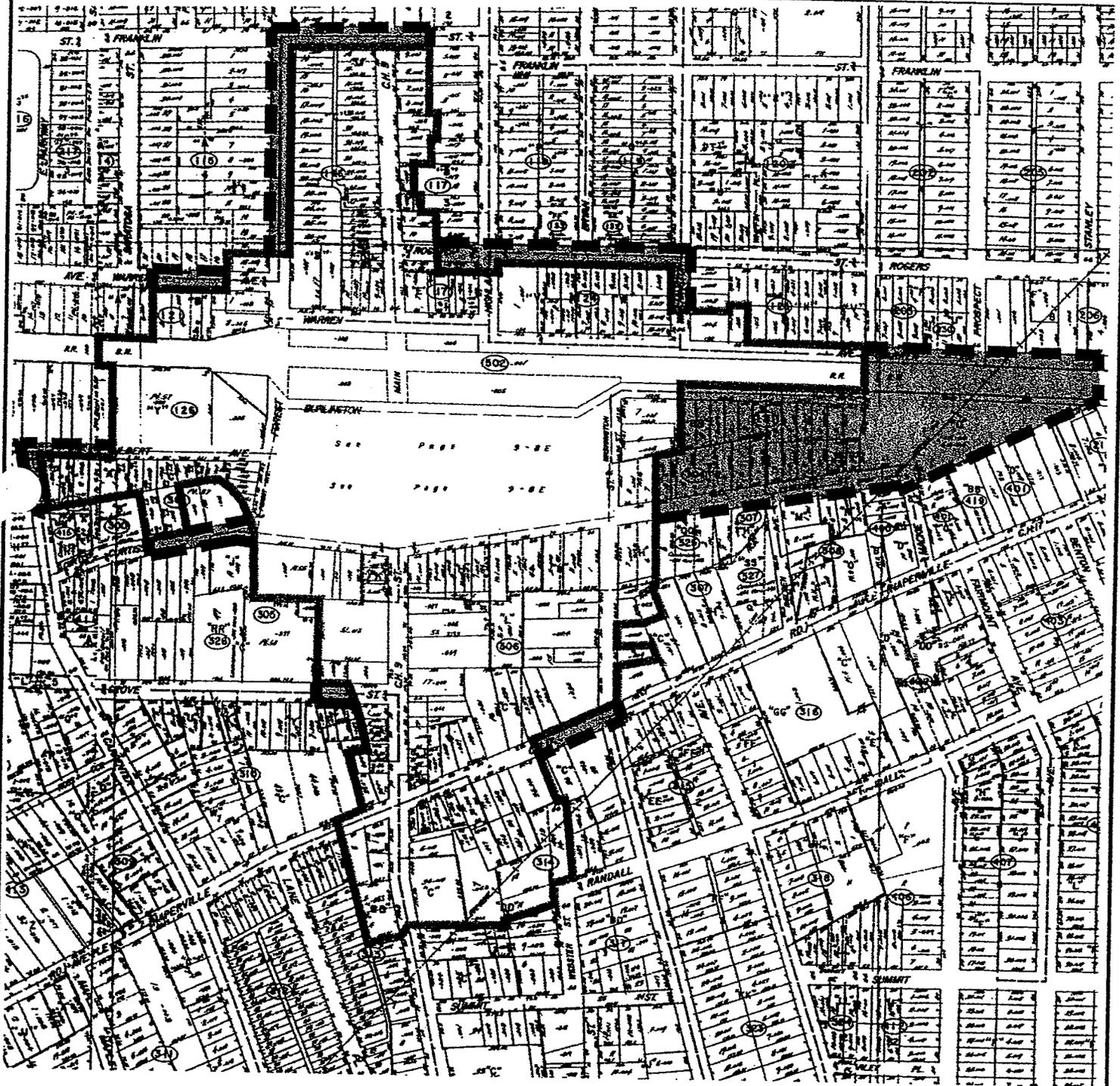
THAT PART OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF CURTISS STREET, WITH THE EAST LINE OF LOT 6 IN BLOCK 3 IN CURTISS' ADDITION, RECORDED AS DOCUMENT NUMBER 7317, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 6 IN BLOCK 3; THENCE NORTHEASTERLY, FOLLOWING ALONG THE SOUTHERLY LINE OF CURTISS STREET, TO THE WESTERLY LINE OF MACKIE PLACE; THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF MACKIE PLACE, TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1 OF THOMAS LYMAN HOMESTEAD, RECORDED AS DOCUMENT NUMBER 76332; THENCE NORTHEASTERLY, ALONG SAID WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 1 AND THE SOUTHERLY LINE OF LOT 1, TO THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHERLY, PERPENDICULAR TO THE SOUTH LINE OF THE BURLINGTON NORTHERN RAILWAY, TO THE NORTH LINE OF VACATED WARREN AVENUE; THENCE WESTERLY, FOLLOWING ALONG THE NORTH LINE OF VACATED WARREN AVENUE AND THE NORTH LINE OF WARREN AVENUE, TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, TO THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILROAD, TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 6 IN RANDALL'S RESUBDIVISION, RECORDED AS DOCUMENT NUMBER 20748; THENCE SOUTH, ALONG SAID NORTHERLY EXTENSION OF THE WESTERLY LINE OF LOT 6 AND THE WEST LINE OF LOT 6, TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF LOTS 7 AND 8 IN SAID RANDALL'S RESUBDIVISION, TO THE EASTERLY LINE OF LOT 7 IN BLOCK 2 IN CURTISS' ADDITION RECORDED AS DOCUMENT NUMBER 7317; THENCE SOUTH, ALONG THE EASTERLY LINE OF LOT 7 TO THE SOUTHEAST CORNER OF SAID LOT 7 IN BLOCK 2; THENCE SOUTH TO THE NORTHEAST CORNER OF SAID, LOT 6 IN BLOCK 3 IN CURTISS' ADDITION, AFORESAID, AND THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE EXTENDED NORTHERLY OF LOT 25 IN ASSESSOR'S SUBDIVISION, RECORDED AS DOCUMENT NUMBER 14481 WITH THE NORTH LINE OF MAPLE AVENUE; THENCE NORTHEASTERLY. FOLLOWING ALONG THE NORTH LINE OF MAPLE

AVENUE, TO THE EAST LINE OF WASHINGTON STREET; THENCE SOUTHERLY,
PERPENDICULAR TO THE NORTH LINE OF MAPLE AVENUE, TO THE SOUTH
LINE OF MAPLE AVENUE; THENCE SOUTHWESTERLY, FOLLOWING ALONG THE
SOUTH LINE OF MAPLE AVENUE, TO THE EASTERLY LINE OF AFORESAID LOT
25 IN ASSESSOR'S SUBDIVISION; THENCE NORTHERLY ALONG THE
NORTHERLY EXTENSION OF THE EASTERLY LINE OF AFORESAID LOT 25, TO
THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

AMENDED TAX INCREMENT FINANCING DISTRICT BOUNDARY MAP



EXISTING TIF DISTRICT



TIF AMMENDMENTS

