



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

**FY 2014**

<b>Name of Redevelopment Project Area:</b>	TIF#3 Village Center
<b>Primary Use of Redevelopment Project Area*:</b>	Retail/CBD/Industrial
<b>If "Combination/Mixed" List Component Types:</b>	
<b>Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one):</b>	
<b>Tax Increment Allocation Redevelopment Act</b> <input checked="" type="checkbox"/>	<b>Industrial Jobs Recovery Law</b> <input type="checkbox"/>

	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)] <b>If yes, please enclose the amendment labeled Attachment A</b>	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)] <b>Please enclose the CEO Certification labeled Attachment B</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)] <b>Please enclose the Legal Counsel Opinion labeled Attachment C</b>		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)] <b>If yes, please enclose the Activities Statement labeled Attachment D</b>		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)] <b>If yes, please enclose the Agreement(s) labeled Attachment E</b>	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)] <b>If yes, please enclose the Additional Information labeled Attachment F</b>	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)] <b>If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G</b>	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)] <b>If yes, please enclose the Joint Review Board Report labeled Attachment H</b>		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)] <b>If yes, please enclose the Official Statement labeled Attachment I</b>	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)] <b>If yes, please enclose the Analysis labeled Attachment J</b>	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)] <b>If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K</b>		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)] <b>If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L</b>		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)] <b>If yes, please enclose list only of the intergovernmental agreements labeled Attachment M</b>		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.

**FY 2014**

**TIF NAME: Village Center RPA (TIF # 3)**

Fund Balance at Beginning of Reporting Period

\$ 1,541,115

<b>Revenue/Cash Receipts Deposited in Fund During Reporting FY:</b>	<b>Reporting Year</b>	<b>Cumulative*</b>	<b>% of Total</b>
Property Tax Increment	\$ 880,489	\$ 7,917,542	94%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 2,477	\$ 199,194	2%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources		\$ 226,227	3%
Private Sources		\$ 85,000	1%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 10,934	0%

\*must be completed where 'Reporting Year' is populated

**Total Amount Deposited in Special Tax Allocation Fund During Reporting Period**

\$ 882,966

**Cumulative Total Revenues/Cash Receipts**

\$ 8,438,897 100%

**Total Expenditures/Cash Disbursements** (Carried forward from Section 3.2)

\$ 241,676

**Distribution of Surplus**

\$ -

**Total Expenditures/Disbursements**

\$ 241,676

**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS**

\$ 641,290

**FUND BALANCE, END OF REPORTING PERIOD\***

\$ 2,182,405

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

**SURPLUS\*/(DEFICIT)(Carried forward from Section 3.3)**

\$ (9,860,888)

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2014

TIF NAME: Village Center RPA (TIF # 3)

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)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Legal Services (Bernard Paul; Storino, Ramello & Durkin)	4,674	
Financial Studies (Kane McKenna & Assoc.)	5,760	
		\$ 10,434
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
ARF Developer Incentive	41,135	
Hanover Square Redevelopment/Roofing	98,772	
		\$ 139,907
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 of existing public or private buildings. Subsection (q)(3) and (o)(4)		
Capital Outlay - Land Improvements (Shires property)	2,205	
Capital Outlay - Building Improvements (Innovative Construction Solutions)	82,940	
Capital Outlay - Other Improvements (Landscaping)	6,190	
		\$ 91,335
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		\$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -



**SECTION 3.2 A**

**PAGE 3**

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		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		\$ 241,676

Section 3.2 B

FY 2014

TIF NAME: Village Center RPA (TIF # 3)

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
ARF Properties	Developer Incentives	\$ 45,167.00
Innovative Construction	Hanover Sq. Design & Construction	\$ 82,940.34

**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**

**FY 2014**

**TIF NAME: Village Center RPA (TIF # 3)**

**FUND BALANCE, END OF REPORTING PERIOD** \$ 2,182,405

	Amount of Original Issuance	Amount Designated
<b>1. Description of Debt Obligations</b>		
NuCare Services Reimbursement (PAYG Note)	\$ 1,900,000	\$ 957,963
Animal Clinic Reimbursement (PAYG Note)	\$ 400,000	\$ 176,330

**Total Amount Designated for Obligations** \$ 2,300,000 \$ 1,134,293

**2. Description of Project Costs to be Paid**

Planning, Legal, Marketing - FY14 and Beyond	\$ 255,000
Property Assembly - FY14 and Beyond	\$ 2,500,000
Building Rehab - FY14 and Beyond	\$ -
Public Works, Utility and Parking Imps. - FY14 and Beyond	\$ 6,154,000
Developer Interest Subsidies - FY14 and Beyond	\$ 2,000,000

**Total Amount Designated for Project Costs** \$ 10,909,000

**TOTAL AMOUNT DESIGNATED** \$ 12,043,293

**SURPLUS\*/(DEFICIT)** \$ (9,860,888)

\* NOTE: If a surplus is calculated, the municipality may be required to repay the amount to overlapping taxing

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

FY 2014

TIF NAME: Village Center RPA (TIF # 3)

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

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)

PAGE 1

FY 2014

TIF NAME: Village Center RPA (TIF # 3)

SECTION 5 PROVIDES PAGES 1-3 TO ACCOMMODATE UP TO 25 PROJECTS. PAGE 1 MUST BE INCLUDED WITH TIF REPORT. PAGES 2-3 SHOULD BE INCLUDED ONLY IF PROJECTS ARE LISTED ON THESE PAGES

Check here if <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
<b>ENTER</b> total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below* _____ <u>10</u>			
<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 39,929,532	\$ 8,000,000	\$ 47,929,532
Public Investment Undertaken	\$ 4,056,277	\$ 1,745,000	\$ 7,290,570
Ratio of Private/Public Investment	9.8		6.6

**Project 1: \*IF PROJECTS ARE LISTED NUMBER MUST BE ENTERED ABOVE**

<i>Hanover Square Shopping Center - General</i>			
Private Investment Undertaken (See Instructions)	\$ 1,333,319	\$ 7,000,000	\$ 8,333,319
Public Investment Undertaken	\$ 3,037,981	\$ 1,500,000	\$ 4,537,981
Ratio of Private/Public Investment	0.4		1.8

**Project 2:**

<i>Suburban Tire, 2064 Lake St. (Village Center)</i>			
Private Investment Undertaken (See Instructions)	\$ 1,496,700		\$ 1,496,700
Public Investment Undertaken	\$ 162,675		\$ 162,675
Ratio of Private/Public Investment	9.2		9.2

**Project 3:**

<i>E. Kinast Distributors, 6350 Church Rd. (Business Park)</i>			
Private Investment Undertaken (See Instructions)	\$ 4,203,637		\$ 4,203,637
Public Investment Undertaken	\$ 12,026		\$ 12,026
Ratio of Private/Public Investment	349.5		349.5

**Project 4:**

<i>Church St. Station - Townhomes</i>			
Private Investment Undertaken (See Instructions)	\$ 13,350,726	\$ 500,000	\$ 13,850,726
Public Investment Undertaken	\$ 50,000		\$ 50,000
Ratio of Private/Public Investment	267.0		277.0

**Project 5:**

<i>Church St. Station - Commercial</i>			
Private Investment Undertaken (See Instructions)	\$ 2,148,916	\$ 500,000	\$ 2,648,916
Public Investment Undertaken			
Ratio of Private/Public Investment	-		-

**Project 6:**

<i>HP Animal Care Center (ARF), 1920 Ontarioville Rd.</i>			
Private Investment Undertaken (See Instructions)	\$ 2,386,234		\$ 2,386,234
Public Investment Undertaken	\$ 223,670	\$ 45,000	\$ 400,000
Ratio of Private/Public Investment	10.7		6.0

<b>Project 7:</b>			
<i>The Claremont, 200 Lake St. (150 Bed Skilled Nursing Facility)</i>			
Private Investment Undertaken (See Instructions)	\$	15,000,000	\$ 15,000,000
Public Investment Undertaken	\$	242,037	\$ 200,000 \$ 1,800,000
Ratio of Private/Public Investment		62.0	8.3

<b>Project 8:</b>			
<i>Devon Avenue Water Main Extension</i>			
Private Investment Undertaken (See Instructions)	\$	10,000	\$ 10,000
Public Investment Undertaken	\$	66,830	\$ 66,830
Ratio of Private/Public Investment		0.1	0.1

<b>Project 9:</b>			
<i>Vacant House Removal, 2144 Lake St.</i>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	7,900	\$ 7,900
Ratio of Private/Public Investment		-	-

<b>Project 10:</b>			
<i>Lakewood Restaurant, 2020 Lake St (BT Realty LLC)</i>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken	\$	253,158	\$ 253,158
Ratio of Private/Public Investment		-	-

<b>Project 11:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		-	-

<b>Project 12:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

<b>Project 13:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

<b>Project 14:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0

<b>Project 15:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment		0	0





## Village of Hanover Park Administration

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4398

630-823-5600  
FAX 630-823-5786  
www.hpil.org

PRESIDENT  
RODNEY S. CRAIG

VILLAGE CLERK  
EIRA CORRAL

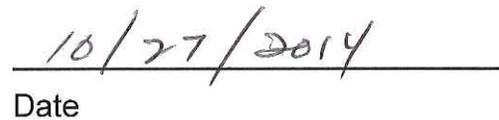
TRUSTEES  
WILLIAM CANNON  
JAMES KEMPER  
JENNI KONSTANZER  
JON KUNKEL  
RICK ROBERTS  
EDWARD J. ZIMEL, JR.

VILLAGE MANAGER  
JULIANA A. MALLER

### ATTACHMENT B

I, Rodney S. Craig, the elected Chief Executive Officer of the Village of Hanover Park, County of Cook and County of DuPage, State of Illinois, do hereby certify that to the best of my knowledge, the Village complied the Village Center RPA (TIF # 3) TIF Report with the requirements pertaining to the Illinois Tax Incremental Redevelopment Allocation Act during the fiscal year beginning May 1, 2013 and ending April 30, 2014.

  
Village President

  
Date

# **ATTACHMENT C**

## **Opinion of Legal Counsel**

**TIF #3 – Village Center Redevelopment Plan**

LAW OFFICES OF  
**BERNARD Z. PAUL**  
231 SOUTH FOURTH STREET  
DEKALB, ILLINOIS 60115-3732

BERNARD Z. PAUL  
bernardzpaul@gmail.com

TELEPHONE  
(815)756-1312  
(fax) (815)758-2863

**OPINION OF LEGAL COUNSEL**

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Re: Village of Hanover Park, Illinois (the "**Village**") Village Center Redevelopment Project Area - TIF #3 (the "**TIF #3**") / Annual Tax Increment Finance Report for the Fiscal Year ended April 30, 2014

In connection with the "Annual Tax Increment Finance Report" under 65 ILCS 5/11-74.4-5(d) (the "**Act**") for the fiscal year ending April 30, 2014 for the Village Center Redevelopment Project Area - TIF #3 (the "**Annual Report**"), I am acting as the Village Attorney for the Village of Hanover Park, and, based upon review of the Annual Report, in reliance on representations made by officers and employees of the Village in such Annual Report, and in reliance on the Village's officials and tax increment finance planners as to all proceedings preliminary to, in connection with and related to the adoption of tax increment finance, the approval of the redevelopment plan and redevelopment project and the designation of the Village Center Redevelopment Project Area - TIF #3, as such adoption, approval and designation have been supplemented and amended, but without making any independent investigation or inquiry in connection with any of the foregoing, as of April 30, 2014, nothing had come to my attention during said period to lead me to conclude other than that the Village as of such date was in compliance with the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*).

In connection herewith, I am assuming the accuracy, completeness and sufficiency of all documents, statements and representations by and on behalf of the Village and its officers and agents provided to me related to such TIF and in the Annual Report, and I express no opinion as to (i) the sufficiency or completeness of the Annual Report (or any Village Center Redevelopment Project Area - TIF #3 audit), (ii) the receipt and application of incremental taxes, or (iii) the authorization, execution and binding effect of any development or redevelopment or other similar agreement or payment of redevelopment project costs related to such TIF. This constitutes the "**opinion of legal counsel**" under the Act, and may not be cited or used in connection with anything other than submission with the Annual Report.

Dated as of: October 27, 2014

Very truly yours,

  
\_\_\_\_\_  
Bernard Z. Paul

## **Attachment D –Activities Summary**

### **TIF #3 – Village Center Redevelopment Plan**

**Statement setting forth all 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) (A and B) and 5/11-74.6-22 (d) (7) (A and B)]**

*The Village of Hanover Park, Illinois Village Center Tax Increment Redevelopment Project and Plan (“TIF #3”) was approved on May 24, 2001 and filed with Cook and DuPage Counties on October 17, 2002. A portion of TIF #3 was included in the Village’s former TIF #1, which was terminated in December 2001. The entire area of TIF #3 is known as the Village Center Area.*

During the fiscal year beginning May 1, 2013 and ending April 30, 2014 (FY2014), various activities and projects were undertaken in furtherance of the objectives of TIF #3, including the following:

- 1) During FY 2014, the Village continued to make improvements to the Hanover Square Shopping Center. Maintenance repairs performed on a regular basis as needed, including repairs to existing façade and columns, parking lot restriping, and lighting repairs.
- 2) Village worked with leasing agents from Coldwell Banker Commercial to market the Hanover Square Shopping Center and available spaces at through individual outreach, real estate websites, and trade shows.
- 3) The Village issued a Request for Proposal for the Sale and Redevelopment of Hanover Square Shopping Center in January 2014, following which responses were reviewed and discussions are ongoing.
- 4) Contract secured with Innovative Construction Solutions (ICS) to design and buildout Education and Work Center space at Hanover Square. Buildout to be completed and tenant to have occupancy of space in August 2014
- 5) ICS also assisted with design work of several whitebox spaces and façade design for the Hanover Square Shopping Center.
- 6) Roofing (repair and replacement) was installed over several tenant spaces in Hanover Square Shopping Center adding up to over 25,000 sq. ft.
- 7) Continued work related to purchase of former Shires property (6794 Barrington)
- 8) Continued landscaping in the Village Center area – Ontarioville park and Lake Street median
- 9) Continued reimbursement of Redevelopment Agreement with ARF – Hanover Park Animal Care.

# **ATTACHMENT H**

## **Joint Review Board Meeting Minutes**

**TIF #3 – Village Center Redevelopment Plan**



# Village of Hanover Park Administration

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EDWARD J. ZIMEL, JR.

**VILLAGE MANAGER**  
JULIANA A. MALLER

## VILLAGE OF HANOVER PARK

**Joint Review Board Meeting  
Tax Increment Financing District (TIF) # 3  
Municipal Building: 2121 Lake Street, Hanover Park, IL 60133**

**Wednesday, February 26<sup>th</sup>, 2014  
2:15 p.m.**

### AGENDA

1. Call to Order- Roll Call
2. Acceptance of Agenda
3. Approval of Minutes – 10/23/2013
4. Selection of Public Member
5. Selection of Chair
6. Review of TIF Reports
7. Questions/Discussion
8. Public Comments
9. Adjournment



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EDWARD J. ZIMEL, JR.

**VILLAGE MANAGER**  
JULIANA A. MALLER

### VILLAGE OF HANOVER PARK

### JOINT REVIEW BOARD – TIF #3 MEETING

**Municipal Building, Village Board Room 214  
2121 W. Lake Street  
Hanover Park, IL 60133**

**Wednesday, February 26, 2014  
2:15 p.m.**

### MINUTES

#### 1. **CALL TO ORDER: ROLL CALL**

Mayor Craig called the meeting to order at 2:24 p.m.

Present:

Patricia Hogan, Director	Poplar Creek Public Library Dist
James Barr	Administrator Hanover Township
James Barr	Administrator, Hanover Township Community RSRC
Rodney Craig	Mayor, Village of Hanover Park
Juliana Maller	Village Manager, Village of Hanover Park
Jeff Acks	Director, Hanover Park Park Dist

Staff:

Community & Economic Development Director Shubhra Govind  
Finance Director Rebekah Flakus,  
Village Planner Katie Bowman,  
Administrative Assistant Regina Mullen

#### 2. **ACCEPTANCE OF AGENDA:**

Motion by Jeff Acks, seconded by James Barr to accept the Agenda.  
Voice Vote; All ayes.

#### 3. **APPROVAL OF MINUTES – October 23, 2013:**

Motion by Patricia Hogan, seconded by Jeff Acks to approve the minutes of October 23, 2013.  
Voice Vote. All ayes.

**4. SELECTION OF PUBLIC MEMBER:**

Efrian Rojas not present.

**5. SELECTION OF CHAIR:**

Motion by Jeff Acks, seconded by James Barr to select Mayor Craig as Chair.

Voice Vote: All ayes.

**6. REVIEW OF TIF REPORTS**

Finance Director Rebekah Flakus explained the TIF Financial Report.

Village Planner Katie Bowman noted the following activities:

- Village Center Plan completion.
- Church Street Station – MI Homes and Commercial Properties.
- Marketing of property at northwest corner of Lake and Church Streets.
- Active Redevelopment Pay As You Go agreements – Hanover Park Animal Care and Hanover Claremont.
- Marketing of properties on the north side of Lake Street.
- Hanover Square Shopping Center
  - ✚ Purchase and stabilization for redevelopment
  - ✚ Purchase & demolition of Shires, outlot located at the NE corner of shopping ctr
  - ✚ Installation of a Monument Sign in front of shopping center
  - ✚ Façade Design and RFP for private sector interest in purchasing the property for redevelopment.
  - ✚ Working with Harper College and Elgin Community College along with WorkNet to launch an Education and Work Center.

**7. QUESTIONS/DISCUSSION:** None.

**8. PUBLIC COMMENTS:** None.

**9/ ADJOURNMENT:** 2:40 p.m.

Motion by Jeff Acks to adjourn, seconded by James Barr.

Voice Vote: All ayes.

**Recorded and Transcribed by:**

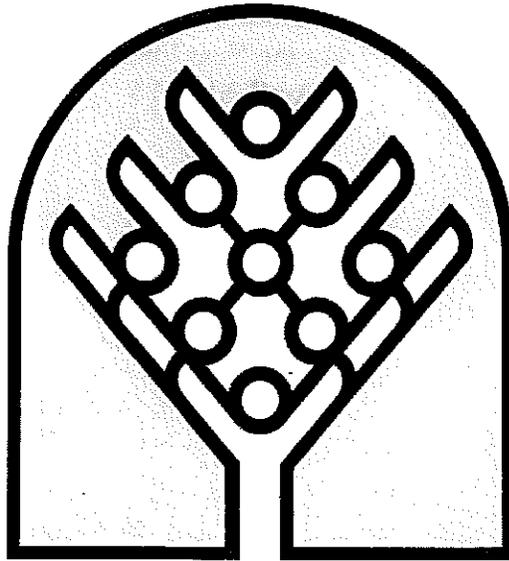
\_\_\_\_\_  
**Regina Mullen, Administrative Assistant**  
**this 26<sup>th</sup> day of February, 2014.**

# **ATTACHMENT K**

## **Audited Financial Statements**

**TIF #3 – Village Center Redevelopment Plan**

# VILLAGE OF HANOVER PARK, ILLINOIS



**Hanover Park**

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## COMPREHENSIVE ANNUAL FINANCIAL REPORT

For the Year Ended April 30, 2014

**VILLAGE OF HANOVER PARK, ILLINOIS**

**COMPREHENSIVE ANNUAL  
FINANCIAL REPORT**

For the Year Ended  
April 30, 2014

Prepared by Department of Finance

Rebekah Flakus  
Director of Finance



630.566.8400 // [www.sikich.com](http://www.sikich.com)

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Certified Public Accountants & Advisors  
*Members of American Institute of Certified Public Accountants*

## INDEPENDENT AUDITOR'S REPORT

The Honorable Village President  
Members of the Board of Trustees  
Village of Hanover Park, Illinois

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Hanover Park, Illinois (the Village) as of and for the year ended April 30, 2014, and the related notes to financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Village's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Hanover Park, Illinois, as of April 30, 2014, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## Other Matters

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Other Matters*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's financial statements as a whole. The introductory section, combining and individual fund financial statements and schedules and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The combining and individual fund statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole. The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Naperville, Illinois  
September 10, 2014



VILLAGE OF HANOVER PARK, ILLINOIS

TAX INCREMENT FINANCING #3 FUND

SCHEDULE OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2014

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
Property taxes	\$ 1,350,000	\$ 1,350,000	\$ 880,489
Investment income	750	750	2,477
Total revenues	<u>1,350,750</u>	<u>1,350,750</u>	<u>882,966</u>
<b>EXPENDITURES</b>			
Current			
Community development			
Contractual services	385,000	385,000	150,341
Capital outlay	1,500,000	1,500,000	91,335
Total expenditures	<u>1,885,000</u>	<u>1,885,000</u>	<u>241,676</u>
NET CHANGE IN FUND BALANCE	<u>\$ (534,250)</u>	<u>\$ (534,250)</u>	641,290
FUND BALANCE, MAY 1			<u>1,541,115</u>
FUND BALANCE, APRIL 30			<u>\$ 2,182,405</u>

(See independent auditor's report.)

VILLAGE OF HANOVER PARK, ILLINOIS

TAX INCREMENT FINANCING #4 FUND

SCHEDULE OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2014

	Original Budget	Final Budget	Actual
<b>REVENUES</b>			
Property taxes	\$ 45,000	\$ 45,000	\$ -
Investment income	100	100	42
Miscellaneous	-	-	27
Total revenues	<u>45,100</u>	<u>45,100</u>	<u>69</u>
<b>EXPENDITURES</b>			
Current			
Community development			
Contractual services	26,500	26,500	25,910
Capital outlay	-	-	113
Total expenditures	<u>26,500</u>	<u>26,500</u>	<u>26,023</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>18,600</u>	<u>18,600</u>	<u>(25,954)</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	<u>(35,000)</u>	<u>(35,000)</u>	-
Total other financing sources (uses)	<u>(35,000)</u>	<u>(35,000)</u>	-
NET CHANGE IN FUND BALANCE	<u>\$ (16,400)</u>	<u>\$ (16,400)</u>	<u>(25,954)</u>
FUND BALANCE, MAY 1			<u>11,417</u>
FUND BALANCE (DEFICIT), APRIL 30			<u>\$ (14,537)</u>

(See independent auditor's report.)

VILLAGE OF HANOVER PARK, ILLINOIS

TAX INCREMENT FINANCING #5 FUND

SCHEDULE OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

For the Year Ended April 30, 2014

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>
<b>REVENUES</b>			
None	\$ -	\$ -	\$ -
Total revenues	-	-	-
<b>EXPENDITURES</b>			
Current			
Community development			
Contractual services	-	2,800	2,793
Total expenditures	-	2,800	2,793
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ (2,800)</u>	<u>(2,793)</u>
FUND BALANCE (DEFICIT), MAY 1			<u>(13,364)</u>
FUND BALANCE (DEFICIT), APRIL 30			<u>\$ (16,157)</u>

(See independent auditor's report.)

# **ATTACHMENT L**

## **Certified Compliance Letter**

**TIF #3 – Village Center Redevelopment Plan**



1415 W. Diehl Road, Suite 400  
Naperville, Illinois 60563

630.566.8400 // [www.sikich.com](http://www.sikich.com)

Certified Public Accountants & Advisors  
Members of American Institute of Certified Public Accountants

## INDEPENDENT ACCOUNTANT'S REPORT ON MANAGEMENT'S ASSERTION OF COMPLIANCE

The Honorable Village President  
Members of the Board of Trustees  
Village of Hanover Park, Illinois

We have examined management's assertion, included in its representation letter dated September 10, 2014, that the Village of Hanover Park complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2014 for Village Center TIF District (TIF #3). Management is responsible for the Village's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village's compliance with statutory requirements.

In our opinion, management's assertion that the Village of Hanover Park complied with the aforementioned requirements for the year ended April 30, 2014 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Board of Trustees and the Illinois Department of Revenue and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink, appearing to read 'Sikich LLP'.

Naperville, Illinois  
September 10, 2014

# **ATTACHMENT M**

## **Intergovernmental Agreement**

**TIF #3 – Village Center Redevelopment Plan**

**INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICT 509 (ELGIN COMMUNITY COLLEGE), COMMUNITY COLLEGE DISTRICT 512 (WILLIAM RAINEY HARPER COLLEGE), THE CHICAGO COOK WORKFORCE PARTNERSHIP AND THE VILLAGE OF HANOVER PARK.**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "IGA"), entered into as of this 18<sup>th</sup> day of March, 2014, by and between the Board of Trustees of Illinois Community College District No. 509, known as Elgin Community College (hereinafter "ECC"), the Board of Trustees of Illinois Community College District No. 512, known as William Rainey Harper College (hereinafter "Harper" and both ECC and Harper collectively hereinafter the "Colleges"), the Chicago Cook Workforce Partnership, an Illinois not for profit corporation (hereinafter "The Partnership") and the Village of Hanover Park, an Illinois municipal corporation (hereinafter the "Village"), each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the Chicago Cook Workforce Partnership is organized as an Illinois nonprofit corporation, qualified under the Internal Revenue Code as a Section 501(c)(3) organization and is led by a Board of business and civic leaders; and

WHEREAS, Community College District 509 ("ECC") and Community College District 512 ("Harper") are bodies of Corporate and Politic organized as Community Colleges pursuant to the Constitution of the State of Illinois and the Public Community College Act, 110 ILCS 805/1-1, et. Seq.; and

WHEREAS, the Village is an Illinois municipal corporation and the Village and the Colleges desire to promote and publicize the educational opportunities and provide a safe and secure environment for classes to be provided by the Colleges at the Education and Work Center for the benefit of the residents of the Village as hereinafter set forth; and

WHEREAS, Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1et.seq., provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State including units of local government and Community Colleges which may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power of function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village is a community facing numerous challenges, including a high unemployment rate, an increasingly diverse population, limited transportation services, and division into multiple counties, townships, school districts, and community college districts. As the Chicago Metropolitan Agency for Planning (CMAP) recommends, there is a need to pursue efficiencies through increased coordination, communication, and consolidation of local services, if a sustainable future is to be secured for the region. It is critical that local governments on all

levels find new ways to partner and share costs to provide increased access to their programs in a more cost efficient way; and

WHEREAS, the Village and the surrounding community needs access to adult basic and secondary education, English as a Second language instruction, unemployment services, and educational planning assistance, a consolidated Community College Extension Site (the "Education and Work Center") is proposed, wherein two community colleges (ECC and Harper ) and the Partnership come together in a creative partnership; and

WHEREAS, the Board of Trustees of Harper and ECC and the governing Board of the Partnership have determined that an Education and Work Center in the Village involving support and services provided by ECC, Harper and the Partnership be created to minimize costs and deliver necessary services to the residents of Hanover Park

WHEREAS, a location has been identified by the Village to develop for the provision of an Education and Work Center to offer adult basic and secondary education services, English as a Second Language instruction, unemployment services, and educational planning assistance. The Education and Work Center is located in the Hanover Square Shopping Center at 6704 Barrington Road in Hanover Park, Illinois, purchased by the Village in late 2011, consists of a space therein of approximately 10,000 square feet. A proposed lease agreement between Schermerhorn Commercial Real Estate LLC, agent for the Village, and ECC (the "Lease") contains the express terms and conditions for the use and occupancy of the Education and Work Center; and

WHEREAS, The Illinois Community College Board (ICCB) granted approval in August 2011 for ECC and Harper to jointly offer adult education classes within Hanover Park, with ECC being the lead agency. This approval was necessary, as a community college may not offer services outside its district, and the proposed Education and Work Center is currently located within ECC's district boundaries. The ICCB's approval is contingent on the acceptance of the arrangement by Area Planning Council 512 and 509 (the "APC") within Harper's and ECC's respective districts, each of which APC confirmed approval in November 2011. The ICCB further stated that restricted, Adult & Family Literacy grant funds, should be used to support the cost of instruction offered by each college. In this case, the colleges are approved to serve students from either district within adult education classes at the Education and Work Center. Should a college prefer to use unrestricted dollars to support the cost of instruction, each college must code and report each student as in or out of district within their college reporting system; and

WHEREAS, unrestricted dollars were approved to support all other costs associated with the project. The ICCB agreement provides approval for Harper to offer adult education services only at the Hanover Park Education and Work Center and at no other location within ECC's district, and Harper will not become a member of Area Planning Council #509. Harper will not apply for adult education grant funding within ECC's district, and ECC will not apply for adult education grant funding in Harper's district.

NOW, THEREFORE, upon the consideration of the mutual promises herein, it is hereby agreed as follows:

ARTICLE I  
GOVERNANCE AND OPERATIONS .

1. The above recitals are hereby incorporated by reference and made a part hereof.
2. Governance. Two designees from ECC, two from Harper, and one from the Partnership will constitute an advisory board for the Center (the "Extension Advisory Board"), holding meetings at least quarterly for decision-making regarding the site's operations, finances, and offerings. This group will convene more frequently at the request of any party, if needed, to resolve differences between partner agencies. ECC will be responsible for convening such meetings of the Extension Advisory Board. In the event the Extension Advisory Board is unable to resolve any issue before them, such matters shall be referred to the respective College presidents. The two designees from each of ECC and Harper will include a fiscal representative and an administrator from the adult education division. Minutes will be produced by ECC for all Advisory Board meetings.
3. Staffing:
  - a. The costs of salary and benefits for the following positions will be borne equally by ECC and Harper:
    - i. One (1) full-time site director
      1. Responsibilities include supervision of employees, overall coordination and scheduling of available services, budget management, operational supervision of the facility, marketing and recruitment efforts, serving as the liaison between the partner agencies, and direct delivery of services to students, including testing, intake, advising, placement, and registration.
    - ii. One (1) full-time and one (1) part-time Enrollment and Transition Coordinator
      1. Responsibilities include assisting with overall program coordination and providing personalized assistance to residents, including testing, intake, advising, placement, and registration.
  - b. Job descriptions for the Director and Enrollment and Transition Coordinators will be jointly developed and approved by ECC and Harper. A representative from Harper will serve on the hiring committees for all three employees but such employees shall be employees of ECC.
  - c. Residents requiring assistance from the Illinois workNet Center will be referred to on-site workNet personnel, who will be financially supported by the Partnership. These personnel will provide job search assistance, link residents to training opportunities, and determine if residents may be eligible for further tuition/training assistance. Illinois workNet personnel are not employed nor supervised by ECC.

- d. As the lead agency and fiscal agent, ECC will be responsible for hiring, paying, supervising, and evaluating the Director and Enrollment and Transition Coordinators and such personnel shall be deemed employees of ECC for all purposes. Each college will be responsible for the hiring, supervision, and evaluation of their own faculty.
- e. The personnel of the parties to the IGA will not for any purpose be considered employees or agents of each other's organizations and each party will assume full responsibility for the actions of its personnel while performing services under this IGA, and shall be solely responsible for their supervision, daily direction and control, payment of salary and benefits unless otherwise stated in this IGA.

4. Programs and Services:

- a. ECC and Harper will coordinate the delivery of adult education classes. Both colleges intend to offer a full range of adult education courses, based on the identified need in the Village. Courses may include any of the adult education courses approved by the ICCB and may change each semester, based upon local demand. Harper College will offer all daytime classes, while ECC will offer evening classes. This arrangement will be re-visited annually to ensure enrollment is equitably distributed throughout day and evening hours and to discuss any necessary changes to programming.
- b. Class schedules will be set at the discretion of each college within the above framework including the number of weeks per session, the number of credit hours per course, and open versus fixed entry status. Course offerings will be set at the discretion of each college, although they must be approved by the Extension Advisory Board and should follow the guidelines set forth by the ICCB.
  - i. All courses offered will be classified as adult education courses and will be offered tuition-free to residents of both District 512 and 509.
  - ii. Any courses not previously approved as adult education courses by the ICCB must be agreed to by the Extension Advisory Board and must be approved to be offered at the Education and Work Center by the ICCB.
- c. The Education and Work Center will serve as an Illinois workNet Portal and Program center, where unemployed residents may receive local assistance through the Partnership.
- d. Enrollment and Transition Coordinators and/or the Director will work with residents to identify necessary services and connect them to on-site services offered by either college or assist with connecting them to their local community college, including assistance with college applications and completion of financial aid forms. These individuals will offer student intake, testing, placement, and registration services for students enrolling in either adult education program.
- e. All student registrations will be batch registered into Banner for Harper and

Datatel for ECC. The Director and Coordinators will not be responsible for entering any student information into these two systems but will prepare all registration and enrollment materials for pick-up. Each college is responsible for sending staff out to the Center to pick up batch registrations and to deliver mail to respective employees, without any charge to the shared budget.

- f. The Director and Coordinators must be given data entry level access within the Illinois Community College Board's statewide data collection system, DAISi, for both Harper and ECC. These employees will be responsible for the entry of all data into the appropriate DAISi system and ensure accuracy of data recorded. In some cases, faculty members may be responsible for their own daily attendance entry into DAISi, but these employees will be responsible for ensuring all data has been entered in a timely and accurate fashion and will maintain student files for each college. Such personnel must be approved by ECC Human Resources and background-checking processes prior to being given data entry access for both institutions.
- g. Staff and faculty will follow the code of conduct and procedures for their respective employer, Harper or ECC.
- h. Proposed site hours of operation:  
Monday-Thursday, 8:00 a.m. - 9:30 p.m.; Friday 8:00 a.m. - 5:00 p.m.  
\*Note that the Education and Work Center will be closed for 10-11 Friday's during the summer months, in accordance with ECC's calendar.
- i. The Center will be closed in accordance with days of closure for ECC which will be communicated by ECC in advance to Harper College and the Partnership.

## ARTICLE II OPERATIONS AND COSTS

### 1. Construction Costs:

- a. Construction details for the "build out" of the Education and Work Center shall be as set forth in the Lease and the responsibility for the costs shall be as set forth in the Lease.
- b. All parties are subject to the terms and conditions of the Lease, where applicable.
- c. The cost of construction of improvements not provided for in the Lease that provide a common benefit to ECC and Harper and that are mutually approved by both ECC and Harper shall be a shared cost between ECC and Harper.

### 2. Operations:

- a. ECC shall be the lead agency and shall be responsible for the normal and customary administrative activities of a community college to be conducted at the Education and Work Center, including but not limited to purchasing, record keeping, insurance coverage, records retention, the dissemination of marketing materials jointly approved by the Colleges, accounting for all funds received in

support of the Education and Work Center and keeping the books and records for all operations, excluding personnel under the control and supervision of Harper or the Illinois workNet Center.

- b. The operational costs of the Education and Work Center shall be as provided in the Budget attached hereto as Exhibit I unless modified by mutual agreement of the Colleges.
- c. The proposed Education and Work Center will be budgeted and funded on a three-year pilot basis by ECC and Harper.
- d. The costs and usage of programs and services will be evaluated from time to time by the Colleges, not less often than annually.
- e. Overall, operational costs for elements specified in Exhibit I may not exceed the annual total identified, although line item expenditures may vary.
- f. All costs included within Exhibit I will be borne equally by Harper and ECC. This includes the cost of testing materials, regardless of which tests are utilized by each institution or how many tests are administered in the day versus evening.
- g. The Partnership will not be required to pay rent or utilities, however, the Partnership will provide staffing to operate the on-site Illinois workNet Center and financially support computer purchases for the Illinois workNet Center area.
- h. The cost of furnishings, fixtures, equipment and miscellaneous personal property acquired during the time the Education and Work Center is operational, shall be a shared expense between ECC and Harper where the expense is itemized in the Budget. Upon termination of this IGA ("Event of Termination") such furnishings, fixtures, equipment and miscellaneous personal property shall be divided equally between ECC and Harper either "in kind" or through the proceeds of liquidation. Property allocated either to ECC or Harper pursuant to this paragraph shall be held and disposed of under the respective College's disposition of property process. Any furnishings, fixtures or equipment purchased by Harper using the \$200,000 in grant funds they received from DCEO shall remain the sole property of Harper during the term of this agreement and upon termination of the IGA.
- i. Furnishings, fixtures, equipment and miscellaneous personal property acquired solely by one party for use in its programs shall remain the property of that party in the Event of Termination.

### ARTICLE III VILLAGE SUPPORT CONTRIBUTION

1. Notwithstanding any other Article or provision of this IGA, the only Article or provision of this IGA which is applicable to or effect the Village are contained solely in this Article III, no provision of this IGA in any way alters, modifies, limits, expands, diminishes or effects the Lease or any of its provisions or terms by and between the Village and ECC concerning the Education and Work Center located in the Hanover Square Shopping

Center at 6704 Barrington Road, Hanover Park, Illinois, consisting of approximately 10,000 square feet.

2. Marketing and Promotion of the College Offerings. The College will regularly provide to the Village information concerning class offerings, schedules, registration procedures, eligibility requirements and the like for College course offerings at the Education and Work Center. The Village agrees to:
  - a. Advertise and promote the class offerings of the College at the Education and Work Center through its communications distributed to Village residents including the newsletter known as the Hi-Lighter, both in the print and electronic media and in any other publications or communications regularly distributed by the Village to its residents.
  - b. Advertise and promote the class offerings on the Education and Work Center by causing notices of such offerings produced by the College to be posted prominently within public buildings under the ownership or control of the Village.
3. Security. The Village shall provide a visible police presence and assist with traffic control when necessary for the Education and Work Center during the regular hours of operation.

#### ARTICLE IV MISCELLANEOUS

1. Term of IGA. This IGA shall terminate upon the termination of the Lease unless earlier terminated or extended by mutual consent of ECC and Harper.
2. Jurisdiction. Any action to enforce the terms of this IGA shall be brought in Cook County, Illinois, if initiated against Harper or the Partnership, and Kane County, Illinois, if initiated against ECC. The prevailing party shall be entitled, as part of any judgment, to all reasonable attorneys' fees and cost incurred by it in enforcing the terms and provisions of this IGA.
3. Mutual Cooperation. Each party shall extend such cooperation necessary to effectuate the intent and terms of this IGA.
4. Statutory Amendment. If the State General Assembly amends the Public Community College Act (110 ILCS 805) subsequent to the execution of this IGA in a manner which affects the ability of the Parties to perform hereunder, the Parties agree either to amend this IGA accordingly or, in the event the parties are unable to mutually agree to such an amendment, to terminate this IGA. The Parties agree to notify each other in the event either Party becomes aware of any such proposed legislation.
5. Binding Effect; Benefits. This IGA shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this IGA to the contrary, nothing in this IGA, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason

of this IGA.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
7. Headings. Headings of the Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.
8. Severability. Each section, clause, provision or part of this IGA shall be severable from each other, and, if for any reason any section, clause, or provision or part is illegal, invalid, unenforceable, or inoperative, such illegal, invalid, unenforceable, or inoperative provision shall not prejudice or in any way affect the validity or enforceability of any other section, clause, provision or part hereof. It is the intention of this IGA that if any provision herein is found to be illegal, invalid, unenforceable, or inoperative as written, such provision be construed or modified so as to be valid and enforceable to the fullest extent possible. In lieu of each illegal, invalid, unenforceable or inoperative provision, there shall be added automatically, as part of this IGA, a provision similar in terms of such illegal, invalid, unenforceable, or inoperative provision as may be possible and as shall be legal, valid, enforceable, and operative.
9. Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this IGA and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.
10. Notices. Notices under this IGA shall be delivered by certified mail or by courier services. All notices given shall be as follows:

Elgin Community College:

Board of Trustees of Community College District No. 509  
Attn: College President  
1700 Spartan Drive  
Elgin, IL 60123

With a copy to:

Early, Tousey, Regan & Wlodek  
Attn: John F. Early & John E. Regan  
2400 Big Timber Road, Suite 201A  
Elgin, IL 60124

William Rainey Harper College:

Board of Trustees of Community College District No. 512  
Attn: College President  
1200 W. Algonquin Rd.  
Palatine, Il. 60067

Chicago Cook Workforce Partnership

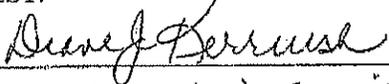
69 W. Washington  
Suite 2860  
Chicago, Il. 60602

In Witness Whereof, the parties have by their duly authorized representatives, set their signatures in assent to this AGREEMENT, as of the date first above written.

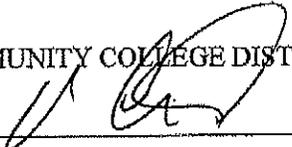
COMMUNITY COLLEGE DISTRICT NO. 509

 (Signature)  
DAVID SAM (Print name)  
President

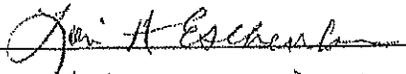
ATTEST:

By:   
Title: Sr. Executive Assistant

COMMUNITY COLLEGE DISTRICT NO. 512

 (Signature)  
Kenneth L. Ender (Print name)  
President

ATTEST:

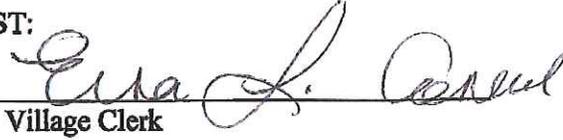
By:   
Title: Administrative Coordinator, President's office.

VILLAGE OF HANOVER PARK

 (Signature)

RODNEY S. CRAIN (Print name)  
President

ATTEST:

By:   
Village Clerk

CHICAGO COOK WORKFORCE PARTNERSHIP  
An Illinois not for profit corporation

 (Signature)

Karin M. Norington-Reaves (Print name)

Chief Executive Officer (Title)

Exhibit I

Proposed Budget				
Education and Work Center				
	FY2015	FY2016	FY2017	
	Year 1	Year 2	Year 3	
<b>Staff</b>				
<b>Faculty - grant funded</b>				
FT Site Director	83,911	87,268	90,758	4% increase per year
FT Program Coordinator	63,338	65,872	68,507	4% increase per year
PT Program Coordinator	36,547	38,009	39,529	4% increase per year
Benefits	53,280	59,141	65,055	11% increase per year
<b>Total Salaries and Benefits</b>	<b>237,077</b>	<b>250,289</b>	<b>263,849</b>	
<b>Operating:</b>				
Rent	120,000	120,000	120,000	
Custodial	12,000	12,240	12,485	2% increase per year
Utilities	24,000	24,480	24,970	2% increase per year
Telephone	6,000	6,120	6,242	2% increase per year
Alarms/camera monitoring (ADT)	1,200	1,224	1,248	2% increase per year
Insurance (Liability and contents)	500	510	520	2% increase per year
WIFI	1,200	1,224	1,248	2% increase per year
Recruiting and Marketing	20,000	20,400	20,808	2% increase per year
Copying	12,000	12,240	12,485	2% increase per year
Office Supplies	5,000	5,100	5,202	2% increase per year
Software Licenses	15,000	15,300	15,606	2% increase per year
Instructional Supplies	10,000	10,200	10,404	2% increase per year
<b>Total Operating Costs</b>	<b>226,900</b>	<b>229,038</b>	<b>231,219</b>	
Contingency - (10% of operating)	22,690	22,904	23,122	
<b>TOTAL</b>	<b>486,667</b>	<b>502,231</b>	<b>518,190</b>	
Start-up Costs (Year 1 only) *	-	-	-	
	486,667	502,231	518,190	
50/50 split - Harper and ECC	243,333	251,116	259,095	
* A grant has been received for \$200,000 for start-up costs for this site.				
Years 2 and 3 are over the approved budget of \$250,000 per year per college.				
Expenses will need to be reduced in those years to stay within the approved budget.				