



Village of Brookfield

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www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

Special Village Board Meeting

Thursday, September 30, 2010
4:30 P.M.

AGENDA

- I. Call to Order
- II. **Resolution 2010-815** – A Resolution Authorizing the Execution of a Municipal Services Agreement for the Resurfacing of a portion of McCormick Avenue in the Village of Brookfield, IL
- III. Adjournment

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

VILLAGE PRESIDENT
Michael J. Garvey

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Cathy A. Colgrass-Edwards
C.P. Hall, II
David P. LeClere
Brian S. Oberhauser
Yvonne Prause
Michael A. Towner

VILLAGE MANAGER
Riccardo F. Ginex

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

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

ORDINANCE NO. 2010 - 815

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A MUNICIPAL SERVICES
AGREEMENT FOR THE RESURFACING OF A PORTION OF McCORMICK AVENUE
IN THE VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 30TH DAY OF SEPTEMBER 2010

Published in pamphlet form by authority
of the corporate authorities of the
Village of Brookfield, Illinois,
The 30th day of September 2010.

ORDINANCE NO. 2010 -815

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MUNICIPAL SERVICES AGREEMENT FOR THE RESURFACING OF A PORTION OF McCORMICK AVENUE IN THE VILLAGE OF BROOKFIELD, ILLINOIS

WHEREAS, the British Home for Retired Men and Women owns and operates a not-for-profit retirement community on land located in the Village of Brookfield (the British Home Site);

WHEREAS, the Village of Brookfield has experienced reductions in financial aid from the State, reductions in tax revenue and consecutive years of economic hardship, resulting in significant reduction in revenues to the Village of Brookfield, as a result of which the Village of Brookfield has been compelled to make reductions in both personnel in certain of its departments, obtained wage and benefit concessions from certain departments and is experiencing difficulty in maintaining the level of municipal and services including public improvements which are required for the resurfacing of the portion of McCormick Avenue from 31st Street north to the British Home Site in the Village of Brookfield;

WHEREAS, the British Home for Retired Men and Women is exempt from certain taxes under federal law and the laws of the State of Illinois, and the British Home Site is exempt from property tax;

WHEREAS, Section 15-30 of the Property Tax Code (35 ILCS 200/15-30) authorizes the owner of any exempt property to enter into a mutually acceptable agreement with the village to make payments to the village for the direct and indirect cost of services provided by the village;

WHEREAS, the Village of Brookfield and the British Home for Retired Men and Women acknowledge that it is in their interests to work together to fund municipal services

at levels which permit the delivery of those services to the British Home Site at the levels required by the British Home for Retired Men and Women, the Village of Brookfield and the British Home for Retired Men and Women desire to establish a cooperative relationship between them that will serve the best interests of the British Home for Retired Men and Women and the Village of Brookfield and its residents and desire to enter into an Agreement in order to compensate the Village of Brookfield for the burden of additional incremental demand on municipal services by the British Home Site; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into a Municipal Services Agreement with the British Home for Retired Men and Women for the resurfacing of the portion of McCormick Avenue from 31st Street north to the British Home Site in the Village of Brookfield;

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

Section 1. Recitals. The foregoing recitals are adopted as the corporate findings of the Village of Brookfield as if fully restated herein.

Section 2. Waiver of Open Market Purchase. It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield waive newspaper advertisement for bids, waive the procedure prescribed for open market purchases and has negotiated a satisfactory Municipal Services Agreement with the British Home for Retired Men and Women for the resurfacing of a portion of McCormick Avenue in the Village of Brookfield, which Agreement is attached hereto as Exhibit "A."

Section 3. Authorization of Agreement. It is hereby determined that it is advisable, necessary and in the public interest that the Village of Brookfield enter into the Municipal Services Agreement with the British Home for Retired Men and Women for the resurfacing of a portion of McCormick Avenue in the Village of Brookfield.

Section 4. Direction to Execute. The President be and is hereby authorized and directed to execute and the Village Clerk be and is hereby authorized and directed to attest and to place the municipal seal on the Municipal Services Agreement with the British Home for Retired Men and Women for the resurfacing of a portion of McCormick Avenue in the Village of Brookfield.

Section 5. Waiver of Fees. All municipal fees, including, but not limited to, building permit fees for the British Home's street resurfacing of that portion of McCormick Avenue from 31st Street north to the British Home Site in the Village are hereby waived.

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

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the corporate authorities and approval in the manner provided by law.

ADOPTED this 30th day of September 2010, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 30th day of September 2010.

Michael J. Garvey, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 30th day of September 2010.

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

Exhibit "A"

MUNICIPAL SERVICES AGREEMENT

This Municipal Services Agreement (the "Agreement") made this 30th day of September 2010 between the Village of Brookfield, a municipal corporation of the State of Illinois, the "Village," and the British Home for Retired Men and Women, a not-for-profit corporation incorporated under the laws of the State of Illinois, the "British Home" for the resurfacing of the portion of McCormick Avenue from 31st Street north to the real property owned and operated by the British Home, the "British Home Site" in Brookfield, Illinois, as set forth below.

WHEREAS, the British Home owns and operates a not-for-profit retirement community on land located in the Village (the "British Home Site");

WHEREAS, the Village has experienced reductions in financial aid from the State, reductions in tax revenue and consecutive years of economic hardship, resulting in significant reduction in revenues to the Village as a result of which the Village has been compelled to make reductions in both personnel in certain of its departments, obtained wage and benefit concessions from certain departments and is experiencing difficulty in maintaining the level of municipal and services including public improvements which are required for the resurfacing of the portion of McCormick Avenue from 31st Street north to the British Home Site in the Village;

WHEREAS, the British Home is exempt from certain taxes under federal law and the laws of the State of Illinois, and the British Home Site is exempt from property tax;

WHEREAS, Section 15-30 of the Property Tax Code (35 ILCS 200/15-30) authorizes the owner of any exempt property to enter into a mutually acceptable agreement with the Village to make payments to the Village for the direct and indirect cost of services provided by the Village;

WHEREAS, the Village and the British Home acknowledge that it is in their interests to work together to fund municipal services at levels which permit the delivery of those services to the British Home Site at the levels required by the British Home, the Village and the British Home desire to establish a cooperative relationship between them that will serve the best interests of the British Home and the Village and its residents and desire to enter into this Agreement in order to compensate the Village for the burden of additional incremental demand on municipal services by the British Home Site; and

WHEREAS, the Village and the British Home acknowledge that (1) this Agreement is not required to establish the tax exempt status of the British Home Site; (2) the British Home is not seeking any zoning changes or site exceptions from zoning for the British Home Site; (3) no administrative measures have been taken to coerce the British Home to enter into this Agreement; (4) the payment detailed in this Agreement represents a fair

estimation of the disproportionate burden that the Village currently bears in providing these services to the British Home, relative to the burden of providing such services to the rest of the Village=s residents and businesses; and (5) the payment for municipal services does not exceed the taxes reasonably calculated to be due if this Agreement were not in effect and the property were not granted an exemption from taxation;

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the British Home enter into this Agreement upon the following terms:

1. Incorporation of Preambles. The foregoing preambles are restated and incorporated herein by reference as though fully set forth herein.

2. Resurfacing of McCormick Avenue. The British Home shall enter into a contract with a paving company that is pre-qualified with the Illinois Department of Transportation to perform paving work to resurface the portion of McCormick Avenue from 31st Street north to the British Home Site in the Village (the "Paving Contract"). The Paving Contract shall comply with the requirements set forth in this Agreement. The British Home shall make all payments to the contractor under the Paving Contract.

3. Requirements of the Paving Contract. The Paving Contract shall be substantially in the form attached hereto as Exhibit A-1.

4. Temporary Construction Easement. The Village grants to the British Home a temporary construction easement for the purpose of street resurfacing to that portion of McCormick Avenue from 31st Street north to the British Home Site in the Village in compliance with the Paving Contract requirements from the date of commencement of construction to the date of final completion.

5. Waiver of Fees. The Village waives all municipal fees, including, but not limited to, building permit fees for the British Home's street resurfacing of that portion of McCormick Avenue from 31st Street north to the British Home Site in the Village. The Village shall pay the costs associated with construction engineering services performed by the Village Engineer, Edwin Hancock Engineering Company.

6. Assignment of Contract. This Agreement shall be deemed to be exclusive between Village and British Home. This Agreement shall not be assigned by either party without the express written consent of the other party, which consent may be withheld in the sole discretion of the other party.

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

a. If to the Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attention: Mr. Riccardo F. Ginex, Village Manager

b. If to the British Home:

The British Home
8700 West 31st Street
Brookfield, Illinois 60513-1097
Attention: Dennis Sonnenberg, Executive Director

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

8. Entire Contract. This Agreement represents the entire integrated agreement between the parties and supersedes all past agreements and all negotiations, representations, promises or agreements, either written or oral, made during the course of negotiations leading to this Agreement.

9. Authorization. The Village and the British Home each represents and warrants that each has performed all acts required by its own laws and procedures for the validity of adoption of this Agreement, including, but not limited to, matters of procedure and notice; and each has the full power and authority to execute this Agreement and to perform its obligations in accordance with the terms and conditions thereof, and that the representative executing this Agreement on behalf of such party is duly and fully authorized to so execute and deliver this Agreement.

10. Amendment or Modifications. This Agreement may not be modified or amended except by a writing of equal formality signed by all of the parties and authorized by a due and proper vote of each of the governing boards of the parties.

11. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement. Any covenant or agreement contained in this Agreement shall be only for the benefit of the signatories hereto and their respective successors.

12. Headings. The headings of the paragraphs contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and

shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

13. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of the Agreement, such provision shall be fully severable; and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

14. Governing Law. This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

IN WITNESS HEREOF, the Village and the British Home have respectively signed and attested this Agreement as of the date above written.

Village: Village of Brookfield

British Home: British Home for Retired Men and Women

By: _____
Michael J. Garvey, Village President

By: _____
Karen Garrison, President

Attest:

Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Ellyn Hoyer Cortopassi, Secretary

Exhibit A-1
Paving Contract