

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Mayor Jenco's Cell Phone

----Forwarded using Multi-Forward Chrome Extension---

From: Julie Friebele  
Date: Sat Mar 24 2018 03:28:01 GMT+1100 (AEDT)  
Subject: Mayor Jenco's Cell Phone  
To: Marian Gibson , [fred.hayes@villageofelwood.com](mailto:fred.hayes@villageofelwood.com) , Larry Lohmar , [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com) , [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com) , [mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com) , [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com) , [darryl.lab@villageofelwood.com](mailto:darryl.lab@villageofelwood.com) , Robbie Day  
Cc: [doug.jenco@villageofelwood.com](mailto:doug.jenco@villageofelwood.com)

Good Morning,

Mayor Jenco's Village of Elwood mobile number is 815-641-0214

Thank you,

Julie Friebele  
Executive Administrative Assistant  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-424-1079 Fax 815-423-6861

## Julie Friebele

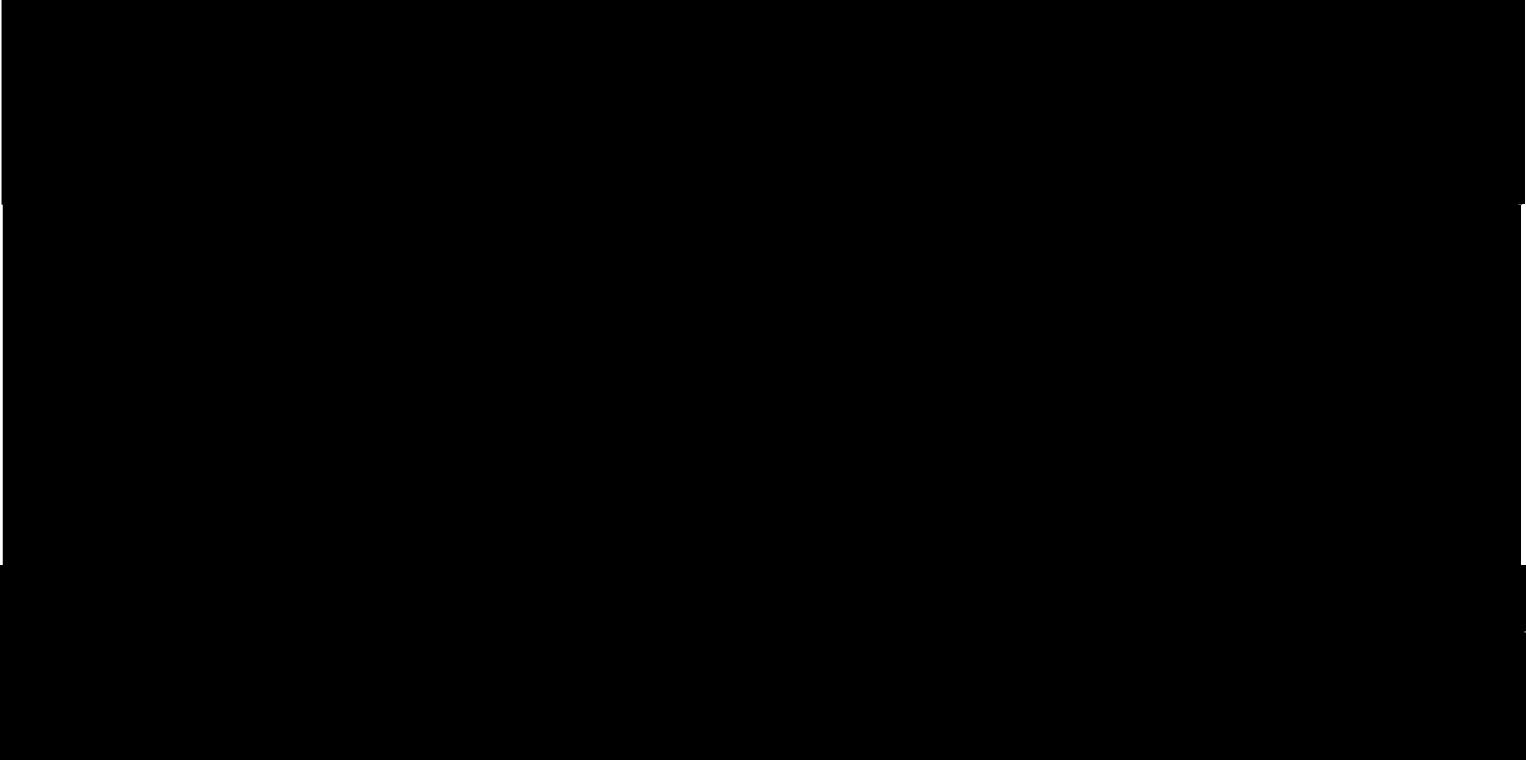
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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Salary Adjustment

----Forwarded using Multi-Forward Chrome Extension---

From: Marian Gibson  
Date: Wed Mar 21 2018 09:03:40 GMT+1100 (AEDT)  
Subject: Salary Adjustment  
To: "Darryl P. Lab" , Dean Lowrance , Don LaPaglia , Doug Jenco , Jasen Melahn , Mary Matichak

All,



If you would like to discuss, please stop in or give me a call. Please respond by Friday, March 30<sup>th</sup>. PLEASE DO NOT SELECT RESPOND TO ALL.

Thanks for your consideration,

Marian T. Gibson, ICMA-CM  
Village Administrator  
Village of Elwood  
401 East Mississippi Ave.  
Elwood, IL 60421  
[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)  
815 424-1094 (Direct)  
815 509-2282 (Cell)  
815 423-6861 (Fax)

## Julie Friebele

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**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Correction: Midewin News: "USDA Forest Service's Midewin National Tallgrass Prairie releases Program and Events Guide for 2018 Season"  
**Attachments:** image001.png; image002.png; image003.png; image004.png; Midewin NR 039 2018 Program and Events Guide FY18032018.doc; Yellow Coneflowers photo by Midewin Volunteer Ron Kapala.jpg

---Forwarded using Multi-Forward Chrome Extension---

From: "Hinke, Veronica - FS"  
Date: Wed Mar 21 2018 07:01:37 GMT+1100 (AEDT)  
Subject: Correction: Midewin News: "USDA Forest Service's Midewin National Tallgrass Prairie releases Program and Events Guide for 2018 Season"  
To: "Hinke, Veronica - FS"  
Cc: "Hinke, Veronica - FS"

*Correction: Please note that the "Prairie Farmstead Tour" will be on June 30 and Oct. 27- not every Saturday, which was stated in the original announcement. Thank you!*

## NEWS RELEASE

### USDA Forest Service's Midewin National Tallgrass Prairie releases Program and Events Guide for 2018 Season

***Eight new educational programs added including @Illinois200 Bicentennial Tour: "The Land before Lincoln: Midewin in 1818"***

**WILMINGTON, III. (March 20, 2018)** – Today, on this first day of spring and National Ag Day, the USDA Forest Service's Midewin National Tallgrass Prairie announced the release of the 2018 Midewin Program and Events Guide. The guide is fuller than ever this year, with 29 educational tours, classes and activities focused on conservation, the environment, history and more.

There are eight new activities added from last year. New programs include a toad and frog class, "Croaking Around," on June 21; the "Prairie Picassos" art class on Aug. 2; and the "Prairie Farmstead Tour" that will be offered on June 30 and Oct. 27.

In this bicentennial year for the State of Illinois, Midewin will host a special tour on Aug. 25, "The Land before Lincoln: Midewin in 1818." The tour is endorsed by the State of Illinois as an official @Illinois200 Bicentennial Event. Midewin Archaeologist, Heritage Program Manager and Tribal Liaison Joe Wheeler will guide visitors to several sites where interpreters will tell about the Potawatomi residents, the French-American fur traders and the early surveyors who paved the way for European American agriculture.

Popular tours and programs from previous years will return. The "Fall Color Hike" that was introduced in 2017 will be offered again on Sept. 15. Other popular tours like "Evening Hike on The Prairie," "Geology of Midewin," "Fun with Fossils" and more are also scheduled.

"We are looking very forward to another vibrant season with a wide array of tours and educational programs and activities here," said Midewin Prairie Supervisor Wade Spang. "As your plans take shape, we hope you'll think of us. We look forward to seeing you."

The 2018 Midewin Program and Events guide is available on the Midewin website. It can be downloaded through this link: [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd535052.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd535052.pdf). Printed copies are available in the Midewin Welcome Center.

More information is available on the Midewin website: <https://www.fs.usda.gov/main/midewin/home>.

###

The U.S. Forest Service is an agency of the U.S. Department of Agriculture, a mission of sustaining the health, diversity and productivity of the nation's forests and grasslands to meet the needs of present and future generations. The Forest Service's Eastern Region includes 20 states in the Midwest and East, stretching from Maine, to Maryland, to Missouri, to Minnesota. There are 17 national forests and one national tallgrass prairie in the Eastern Region. For more information, visit [www.fs.usda.gov/R9](http://www.fs.usda.gov/R9).

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###

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###



Veronica Hinke  
Public Affairs Officer &  
Public Services Team Leader  
**Forest Service**  
Midewin National Tallgrass Prairie  
p: 815-423-2162  
c: 815-386-0711  
f: 815-423-6370  
[vhinke@fs.fed.us](mailto:vhinke@fs.fed.us)

[www.fs.fed.us](http://www.fs.fed.us)

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###



Veronica Hinke  
Public Affairs Officer &  
Public Services Team Leader  
Forest Service  
Midewin National Tallgrass Prairie

p: 815-423-2162  
c: 815-386-0711  
f: 815-423-6370  
[vhinke@fs.fed.us](mailto:vhinke@fs.fed.us)

[www.fs.fed.us](http://www.fs.fed.us)

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Legislation

---Forwarded using [Multi-Forward Chrome Extension](#)---

**From:** Marian Gibson  
**Date:** Sat Mar 17 2018 08:53:53 GMT+1100 (AEDT)  
**Subject:** Legislation  
**To:** Doug Jenco , Mary Matichak , Dean Lowrance , "Darryl P. Lab" , Don LaPaglia , Jasen Melahn  
**Cc:** Julie Friebele

PLEASE DO NOT RESPOND ALL Marian T. Gibson, ICMA-CM Village Administrator Village  
of Elwood 401 E. Mississippi Elwood, IL 60421 (815) 424-1095 Direct (815) 509-2282 Cell Email  
[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)

## Julie Friebele

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**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Midewin News: "Learn about Natural Areas Movement founder George Fell at the USDA Forest Service's Midewin National Tallgrass Prairie"  
**Attachments:** image001.png; image002.png; image003.png; image004.png; Midewin NR 038 Winter Lecture Series George Fell 3 20 2018.doc; PearsonArthur-2017\_c.jpg

----Forwarded using Multi-Forward Chrome Extension---

From: "Hinke, Veronica - FS"  
Date: Wed Mar 21 2018 06:31:53 GMT+1100 (AEDT)  
Subject: Midewin News: "Learn about Natural Areas Movement founder George Fell at the USDA Forest Service's Midewin National Tallgrass Prairie"  
To: "Hinke, Veronica - FS"  
Cc: "Hinke, Veronica - FS"

### NEWS RELEASE

#### **Learn about Natural Areas Movement founder George Fell at the USDA Forest Service's Midewin National Tallgrass Prairie**

**WILMINGTON, III. (March 20, 2018)** – Who was George Fell and how is conservation different today because of him? Find out at the USDA Forest Service's Midewin National Tallgrass Prairie. On Thursday, March 29, 2018 Arthur Pearson will talk about his new biography, *Force of Nature: George Fell, Founder of the Natural Areas Movement*. Pearson will tell us how Fell's efforts helped lay the groundwork for the establishment of Midewin.

"George kept me inspired," Pearson said of the project, which spanned 15 years.

Pearson's talk will be part of the Midewin Winter Lecture Series. The program will be held at the Midewin Welcome Center, 30239 S. State Rt. 53 Wilmington, IL 60481.

Doors will open at 6:30 p.m. with light refreshments provided by the Midewin Alliance.

Space is limited and registration is required. Please call 815-423-6370 or e-mail [Midewin\\_RSVP@fs.fed.us](mailto:Midewin_RSVP@fs.fed.us) to guarantee your seat.

For more information and updates about Midewin, see: <https://www.fs.usda.gov/main/midewin/home>; on Twitter: <https://twitter.com/MidewinNatTP> (@MidewinNatTP); on Facebook: <https://www.facebook.com/Midewin/> (@Midewin).

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###

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###



**Veronica Hinke**  
Public Affairs Officer &  
Public Services Team Leader  
**Forest Service**  
**Midewin National Tallgrass Prairie**

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**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: FW: Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project  
**Attachments:** image003.jpg

----Forwarded using Multi-Forward Chrome Extension---

From: Julie Friebele  
Date: Tue Mar 13 2018 08:43:35 GMT+1100 (AEDT)  
Subject: FW: Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project  
To: [doug.jenco@villageofelwood.com](mailto:doug.jenco@villageofelwood.com), [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com), [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com), [mary.maticak@villageofelwood.com](mailto:mary.maticak@villageofelwood.com), [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com), [darryl.lab@villageofelwood.com](mailto:darryl.lab@villageofelwood.com)

Good Afternoon All,  
Please review email below relating to:  
Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project

We do not have any additional information yet but will keep you updated.

Thank you,

Julie Friebele  
Executive Administrative Assistant  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-424-1079 Fax 815-423-6861

**From:** Marian Gibson <[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)>  
**Sent:** Monday, March 12, 2018 4:10 PM  
**To:** Julie Friebele <[julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com)>  
**Subject:** Fwd: Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project

Marian T. Gibson, ICMA-CM  
Village Administrator  
Village of Elwood  
401 E. Mississippi  
Elwood, IL 60421  
(815) 424-1095 Direct  
(815) 509-2282 Cell  
Email [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)

Begin forwarded message:

**From:** Nick Reiher <[nick.reiher@gmail.com](mailto:nick.reiher@gmail.com)>  
**Date:** March 12, 2018 at 4:06:45 PM CDT  
**To:** Marian Gibson <[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)>, David Silverman <[dsilverman@msclawfirm.com](mailto:dsilverman@msclawfirm.com)>  
**Subject: Fwd: Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project**

Any comment?

----- Forwarded message -----

From: Matt Butterfield <[matt@macstrategiesgroup.com](mailto:matt@macstrategiesgroup.com)>  
Date: Mon, Mar 12, 2018, 4:01 PM  
Subject: Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project  
To: Matt Butterfield <[matt@macstrategiesgroup.com](mailto:matt@macstrategiesgroup.com)>



**For Immediate Release**

March 12, 2018

**Contact**

Matt Butterfield, 312-545-5058

[matt@macstrategiesgroup.com](mailto:matt@macstrategiesgroup.com)

## **Village of Manhattan Files Suit Against Village of Elwood Over Proposed NorthPoint Project**

*Suit seeks to effectively halt the project over breach of boundary agreement*

**JOLIET** – Today, in the Circuit Court of Will County, the Village of Manhattan filed suit against the Village of Elwood and companies associated with the controversial Compass Business Park proposed by NorthPoint Development. The court is asked to halt any further action by Elwood on the project due to its violations of the boundary agreement between the villages of Manhattan and Elwood because the proposed 2,300± acre project would occupy land designated to Manhattan.

“By the Village of Elwood’s clear actions of discussing, planning, assessing, and evaluating NorthPoint’s proposal for the Compass Business Park, which includes land designated to Manhattan under the border agreement, we believe Elwood has violated

their agreement with the Village of Manhattan which is in effect until 2026," said Jeff Taylor of Spesia & Taylor, an attorney for the Village of Manhattan.

Kevin Sing, the village administrator of Manhattan, added, "To be clear, the Village of Manhattan has not taken a position on NorthPoint. We favor responsible growth, more employment opportunities, and a broader local tax base, but unless we're at the negotiating table to get all the facts, we cannot determine if the development is in the best interest of Manhattan residents."

"Elwood should have honored our agreement and brought us into negotiations more than a year ago instead of operating in the shadows," said Mayor James Doyle of Manhattan. "When we first heard of the NorthPoint project months after the discussions began, we in the Village of Manhattan took numerous steps to be good neighbors and attempt to join the discussions. Unfortunately, our numerous requests to be actively involved were ignored, so we have no choice but to ask the court to step in and protect the village's rights."

In summary, the Village of Manhattan is asking the court to find and declare these points, among others:

1. Elwood's actions associated with the planning of the NorthPoint development – without including Manhattan -- violate the boundary agreement and related joint resolution between the Villages of Manhattan and Elwood;
2. Elwood's involvement with specific infrastructure planning for the project on Manhattan's side of the boundary line is a breach of the boundary agreement and joint resolution;
3. Elwood should be prohibited from taking further action on the NorthPoint project due to its past and ongoing violations of the border agreement and joint resolution.

A date has not yet been set for the initial hearing.

# # #

---

**Matthew C. Butterfield**

Partner | Chief Strategy Officer

**Mac Strategies Group**

53 West Jackson Blvd, Suite #550

Chicago, Illinois 60604

○ 312-588-4102 | M 312-545-5058

[www.macstrategiesgroup.com](http://www.macstrategiesgroup.com)

@MattButterfield | @MacStratGrp



IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS

The VILLAGE OF MANHATTAN, )  
an Illinois Municipal Corporation, )  
Plaintiff, )  
vs. )  
The VILLAGE OF ELWOOD, )  
an Illinois Municipal Corporation and )  
NORTHPOINT DEVELOPMENT, LLC )  
And EAST GATE-LOGISTICS PARK )  
CHICAGO, LLC, a Delaware limited )  
liability company, )  
Defendants. )

Case No. 18CH443

**COMPLAINT FOR DECLARATORY JUDGMENT  
AND OTHER SPECIFIED RELIEF**

Plaintiff, the VILLAGE OF MANHATTAN, an Illinois Municipal Corporation, by its attorneys, SPESIA & TAYLOR, for its Complaint for Declaratory Judgment and Other Specified Relief against Defendants, the VILLAGE OF ELWOOD, an Illinois Municipal Corporation, NORTHPOINT DEVELOPMENT, LLC and EAST GATE-LOGISTICS PARK CHICAGO, LLC, states as follows:

1. Counts I and II of this Complaint are brought pursuant to the provisions of the Illinois Declaratory Judgment Statute, 735 ILCS 5/2-701.

**I. THE PARTIES**

2. Plaintiff, the VILLAGE OF MANHATTAN, is a home rule Illinois Municipal Corporation (hereinafter, "MANHATTAN") located within Will County.

3. Defendant, the VILLAGE OF ELWOOD, is an Illinois Municipal Corporation (hereinafter, "ELWOOD") located within Will County.

Initial case management set for  
06/26/2018 at: 9:00 a.m.

Exhibit A) to Manhattan, Elwood agrees that it shall not annex any unincorporated territory within such area nor shall it exercise or attempt to exercise or enforce any zoning ordinance, planning control, subdivision control, official map, or other municipal authority or ordinances, except as may be hereinafter provided by this Agreement. (Emphasis added.)

10. Section 5 of the Boundary Agreement provides in pertinent part:

#### **5. THIRD PARTY ANNEXATIONS**

Upon a third party's attempt to effectuate a voluntary or involuntary annexation to have territory annexed to either municipality which annexation would have the effect of changing the boundaries established under this Agreement, each municipality shall consider such annexation and not oppose such annexation only where a mutual agreement between the municipalities may be reached. *Where a mutual agreement may not be reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation which would have the effect of changing the boundaries established by this Agreement.* (Emphasis added.)

11. The Boundary Agreement is effective until November 15, 2026.

#### **B. *Compass Business Park***

12. In 2016 or prior thereto, NORTHPOINT began planning a warehousing, distribution and light manufacturing park located east of ELWOOD in Will County, including approximately 27,596,000 square feet of industrial/warehouse space (hereinafter referred to as "Compass Business Park" or the "Project").

13. The Project includes 1,200/1,300 acres of land that is located within the area designated to MANHATTAN under the terms of the Boundary Agreement. See Exhibit B, which depicts the Boundary Line and location of the Project.

14. Upon information and belief, in violation of the Boundary Agreement, representatives of ELWOOD attempted to exercise, or have exercised municipal authority over the Project, including planning authority over those areas designated to MANHATTAN under the Boundary Agreement, and continue to do so. In further violation of the Boundary Agreement ELWOOD has failed to actively oppose NORTHPOINT's attempts to effectuate annexation of the

21. In May 2017 and prior thereto, ELWOOD engineers began assessments regarding certain capacities and/or capabilities of public utilities including water, wastewater and stormwater in order to determine feasibility and necessity of system improvements for servicing the entire Project, including areas on Manhattan's side of the Boundary Line.

22. According to a May 20, 2017 email from ELWOOD's Engineer, it was ELWOOD'S "intention to serve the entire park" with respect to utility services provided to Compass Business Park including but not limited to water and wastewater. This included areas on Manhattan's side of the Boundary Line. A true and accurate copy of said email is attached as Exhibit D.

23. On or about May 24, 2017, an "Economic Impact Analysis" Report was issued to NORTHPOINT concerning the "ten-year construction phase" of the Compass Business Park to estimate the economic impact, including impacts for projected construction, job growth, logistics operations and tax impacts throughout Will County. Upon information and belief, this report included analysis of areas on Manhattan's side of the Boundary Line. A copy of that report was provided to ELWOOD representatives on or about June 5, 2017.

24. On or about May 25, 2017, NORTHPOINT provided to ELWOOD, a certain "Village of Elwood and NorthPoint Development Memorandum of Understanding Compass Business Park" (hereinafter referred to as the "MOU"). The MOU was prepared following numerous communications between NorthPoint and Elwood representatives. Attached hereto and incorporated herein as Exhibit E is a copy of the MOU.

25. Paragraph 1 of the MOU provides that NORTHPOINT intends to acquire approximately 2,100 +/- acres of land "immediately adjacent to the Village of Elwood." Exhibit E. Paragraph 1 goes on to state that, "[i]n addition, the proposed acquisition and conceptual site layout helps to preserve 2,300 acres +/- of land that would be annexed into the Village of Elwood at some

30. In October of 2017 Kimly-Horn prepared and presented to ELWOOD a Traffic Impact Study for the Compass Business Park ("Traffic Study"). The Traffic Study included areas on MANHATTAN's side of the Boundary Line and certain roadway improvements to roads on MANHATTAN's side of the Boundary Line. Attached hereto and incorporated herein as Exhibit G is a Site Location Map and Study Intersections that was included in the Traffic Study.

31. On or about October 17, 2017 and November 1, 2017, MANHATTAN and ELWOOD, through each of its respective Board of Trustees, passed a "Joint Resolution of the Village of Elwood and Village of Manhattan Regarding Projects Spanning the Boundary Line Established by the Intergovernmental Jurisdictional Boundary Line Agreement Dated November 15, 2006" (hereinafter, the "Joint Resolution"). Attached hereto and incorporated herein as Exhibit H is a copy of the Joint Resolution.

32. As set forth in the Joint Resolution, "both municipalities recognize that the Boundary Agreement prohibits each municipality from exercising or attempting to exercise or enforce any zoning ordinance, subdivision control, planning control, official map, or other municipal authority or ordinances within the area designated to the other in the Boundary Agreement." Exhibit H, Recitals.

33. On December 19, 2017, ELWOOD held a Planning and Zoning Meeting. At this meeting, and as part of the Public Hearing for the NORTHPOINT Project, which was continued to subsequent dates, representatives for NORTHPOINT submitted evidence in favor of its Land Use Application, which included analysis and planning on MANHATTAN's side of the Boundary Line.

34. On January 3, 2018, MANHATTAN proposed to ELWOOD that the Boundary Agreement be extended for an additional 20 years.

35. On January 17, 2018, ELWOOD's Planning and Zoning Board entered and relied on evidence submitted at the December 19, 2017 Planning and Zoning Meeting that included analysis

41. ELWOOD's failure to actively oppose NORTHPOINT's attempts to effectuate annexation of the Project including territory on MANHATTAN's side of the Boundary Line, is a breach of the Boundary Agreement.

42. There is an actual controversy between the parties regarding the obligations imposed under the Boundary Agreement and this Court's declaration of said controversy will terminate the dispute in part or whole.

WHEREFORE, Plaintiff, The VILLAGE OF MANHATTAN, a ~~home~~ rule Municipal Corporation, prays for the following relief:

- a. That the Court find and declare that the Boundary Agreement is a valid and binding contract between the parties;
- b. That the Court find and declare that the Village of Elwood's actions and involvement with the Project constitute Elwood exercising or attempting to exercise planning control or other municipal authority on Manhattan's side of the Boundary Line, and is a breach of the Boundary Agreement;
- c. That the Court find and declare that the Village of Elwood's failure to actively oppose NorthPoint's attempts to effectuate annexation of the Project, including territory on Manhattan's side of the Boundary Line, is a breach of the Boundary Agreement;
- d. That the Court find and declare that the Village of Elwood's consideration for approval of the Compass Business Park, including consideration of an Annexation Agreement for the Project, would violate the Boundary Agreement;
- e. For such other and further relief as this Honorable Court deems just, equitable and proper.

#### **COUNT II – DECLARATORY JUDGMENT**

##### *Breach of the Joint Resolution*

1-38. Plaintiff reasserts and incorporates by reference paragraphs 1 through 38 above as though fully set forth herein as paragraphs 1 through 38 of Count II of this Complaint.

39. The Joint Resolution passed by both the Elwood Village Board and Manhattan Village Board provides that where the parties cannot reach a mutual agreement regarding a third-

45. There is an actual controversy between the parties regarding the obligations imposed under the Joint Resolution and this Court's declaration of said controversy will terminate the dispute in whole or in part.

WHEREFORE, Plaintiff, The VILLAGE OF MANHATTAN, a home rule Municipal Corporation, prays for the following relief:

- a. That the Court find and declare that the Joint Resolution is a valid and binding contract between the parties;
- b. That the Court find and declare that the Village of Elwood is in breach of the Joint Resolution and specifically find and declare that the Village of Elwood failed to (1) share with the Manhattan all information related to the Project, including but not limited to all information provided by the developer or landowner and any studies, reports, analysis, objections, presentations or other documents whether prepared by the developer or the Village of Elwood; and (2) timely give notice to Manhattan of the filing of the application and of published meetings, public hearings or Committee meetings where the Project was discussed or considered as specified within the Joint Resolution;
- c. The Court find and declare that the Village of Elwood is in breach of the Joint Resolution as a result of its planning of sewer and water utilities and roads, or considering NorthPoint's plan for sewer and water facilities and roads, on Manhattan's side of the Boundary Line.; and
- d. For such other and further relief as this Honorable Court deems just, equitable and proper.

#### COUNT III – INJUNCTIVE RELIEF

##### *Prohibit Elwood from Violating the Boundary Agreement and Joint Resolution*

1-38. Plaintiff reasserts and incorporates by reference paragraphs 1 through 38 above as though fully set forth herein as paragraphs 1 through 38 of Count III of this Complaint.

39-45. Plaintiff reasserts and incorporates by reference paragraphs 39 through 45 of Count II above as though fully set forth herein as paragraphs 39 through 45 of Count III of this Complaint

46. Paragraph 15 of the Boundary Agreement provides that a party seeking to enforce the Boundary Agreement may do so "through any appropriate action at law or equity."

46. Paragraph 15 of the Boundary Agreement provides that a party seeking to enforce the Boundary Agreement may do so "through any appropriate action at law or equity."

47. The Boundary Agreement is a valid, binding and enforceable contract that exists between MANHATTAN and ELWOOD.

48. MANHATTAN has complied, and continues to comply with all terms of the Boundary Agreement.

49. ELWOOD has failed to comply with the terms of the Boundary Agreement and continues to act in contravention of the Agreement.

50. The Joint Resolution is a valid, binding and enforceable contract that exists between MANHATTAN and ELWOOD.

51. MANHATTAN has complied, and continues to comply with all terms of the Joint Resolution.

52. ELWOOD has failed to comply with the terms of the Joint Resolution and continues to act in contravention of the Agreement.

53. As a result of ELWOOD's failure to perform in accordance with the terms of the aforesaid Agreements, MANHATTAN is entitled to demand that ELWOOD adhere to its obligations and duties under the terms of both the Boundary Agreement and Joint Resolution.

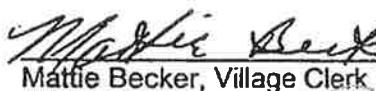
WHEREFORE, Plaintiff, The VILLAGE OF MANHATTAN, a home rule Municipal Corporation, prays for the following relief

- a. That the Court order Elwood to adhere to the terms and obligations set forth in the Boundary Agreement and Joint Resolution;
- b. That the Court Order the Village of Elwood to cease and desist from planning the Project on Manhattan's side of the Boundary Line;
- c. That the Court Order the Village of Elwood to actively oppose NORTHPOINT's attempt to effectuate a voluntary annexation of property on Manhattan's side of the Boundary Line; and

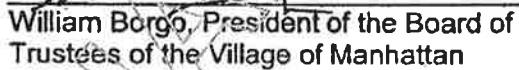
***Exhibit "A"***

**NOT AN OFFICIAL COPY**

PRESENTED and passed by the Board of Trustees on a roll call vote on the 7 day of November, 2006 with 5 Trustees voting AYE, 0 voting NAY, 0 ABSTAINING and 1 ABSENT, President Borgo voting AYE; said vote being: Beemsterboer AYE, Forsythe AYE, Gallagher AYE, Naughton AYE, Phelan ABS, and Wolfe AYE.

  
Mattie Becker, Village Clerk

APPROVED this 7 day of November, 2006.

  
William Borgo, President of the Board of  
Trustees of the Village of Manhattan

ATTEST:

  
Mattie Becker, Village Clerk

THIS DOCUMENT PREPARED BY:  
Christian G. Spesia #06226155  
Spesia, Ayers & Ardaugh  
116 N. Chicago Street, Suite 200  
Joliet, Illinois 60432  
(815) 726-4311

AFTER RECORDING, RETURN TO:  
Mattie Becker, Village Clerk  
Village of Manhattan  
245 South State Street  
Manhattan, Illinois 60442

concerns, and any attempt to solve them and provide for the welfare, prosperity, and employment of the inhabitants of the municipalities will be benefitted by the mutual action and intergovernmental cooperation with respect thereto; and

**WHEREAS**, Manhattan and Elwood have determined that there exists a need and desire to provide for logical municipal boundaries and areas of municipal authority between their respective communities and the conservation of the available resources for all of their respective citizens; and

**WHEREAS**, Manhattan and Elwood, after due investigation and consideration, have determined to enter into an agreement providing for the establishment of a boundary for their respective jurisdictions in the unincorporated territory lying between and near their boundaries; and

**WHEREAS**, Manhattan and Elwood have determined that the observance of the boundary line in future annexations by the two municipalities will serve the best interests of the two communities; and

**WHEREAS**, Manhattan and Elwood have determined that in some instances it will be desirable and necessary for the power and authority conferred on one municipality to be exercised by another; and

**WHEREAS**, Manhattan and Elwood have authorized the execution of this Agreement as an exercise of their respective authority and as an exercise of the intergovernmental cooperation authority under the Constitution and laws of the State of Illinois;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and in further consideration of the recitals hereinabove set forth, it is hereby agreed between Manhattan and Elwood as follows:

**1. INCORPORATION OF PREAMBLE**

Manhattan and Elwood acknowledge that the statements made above in the recitals are true and correct and that such recitals are incorporated into this Agreement as if fully set forth in this paragraph one.

**2. BOUNDARY LINE**

Manhattan and Elwood agree that in the unincorporated area lying between and near the two municipalities, the boundary line for annexation, governmental planning, subdivision control facilities planning, zoning, official map, ordinances, and other municipal purposes shall be as depicted on the map attached hereto as **EXHIBIT A** and further described in **EXHIBIT B** both of which are hereby incorporated herein and made a part of this Agreement. **EXHIBIT A** will be referred to in this Agreement as the "Boundary Map" and the line separating the assigned areas of municipal jurisdiction, as legally described in Exhibit B, will be referred to as the "Boundary Line".

line shall be deemed, except as otherwise provided herein, to be located on the center line of the roadway if the roadway is located within the corporate limits of either municipality as of the date of this Agreement. For territory that has been annexed by either municipality prior to the date of this Agreement, then the entire roadway shall be deemed to be located within the municipality to which the roadway has been annexed either by ordinance or by the operation of State law (65 ILCS 5/7-1-1). For unincorporated territory that is located on either side of the boundary line and that will be annexed to the designated municipality in the future, the roadway shall be deemed to be located within the municipality that first annexes its respective territory adjacent to the roadway. The boundary line set by this Agreement shall be deemed to have been amended accordingly without further action by either municipality.

(b) Each municipality agrees that with respect to any roadways that are deemed to be located within that municipality's territory pursuant to this Agreement, that municipality shall, to the extent it has jurisdiction to do so, authorize the reasonable use of the right-of-way of such roadway and grant nonexclusive easements for the installation by the other municipality of water, sanitary sewer and utility service facilities, storm sewer mains and appurtenant public improvements. Each municipality agrees that it may assign its nonexclusive easement rights to any other unit of local government that may provide water, sanitary sewer, or storm sewer service to territory within the easement grantee's territory designated under this Agreement.

(c) Each municipality requires that prior to authorizing the reasonable use of the roadway right-of-way described in paragraph six (b,) the entity performing the proposed work shall be bonded and insured in accordance with the authorizing municipality's applicable requirements, ordinances and/or regulations.

(d) The parties recognize that practical problems of providing required municipal services for roadways that are located on the boundary line. To that end, the parties agree that further cooperative agreements shall be developed to provide police and other municipal services, including capital improvements, to roadways that are located on the boundary line.

## 7. FACILITIES PLANNING AREA MODIFICATIONS

(a) Manhattan shall not object to or otherwise contest a request to amend the Elwood Facilities Planning Area to add territory within Elwood's designated area as depicted in **EXHIBIT A**. Manhattan further agrees not to make any requests, formal or informal, to any third party for that third party to challenge the validity of Elwood's past, current, or future annexations within its designated area.

(b) Elwood shall not object to or otherwise contest a request to amend the Manhattan Facilities Planning Area to add territory within Manhattan's designated area as depicted in **EXHIBIT A**. Elwood further agrees not to make any requests, formal or informal, to any third party for that third party to challenge the validity of Manhattan's past, current, or future annexations within its designated area.

ownership and operation by Elwood of its wastewater collection systems and Manhattan shall save and hold harmless Elwood and its officers, employees, representatives, and agents from any and all claims, suits, and judgments, including litigation expense and attorneys' fees, relating to the authority, propriety, or appropriateness of Manhattan executing or performing this Agreement, or the ownership and operation by Manhattan of its wastewater collection systems.

**13. FAILURE TO ENFORCE**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

**14. CAUSES BEYOND CONTROL**

No party to this Agreement shall be liable to another for failure, default, or delay in performing any of its obligations hereunder, other than for the payment of money obligations specified herein, in case such failure, default, or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fires; acts of public enemy; interference by civil authorities; passage of laws; orders of court adoption of rules by a public body having jurisdiction; ordinances, decisions, orders or regulations of any government or military body or agency, office, or commission having jurisdiction, delays in receipt of materials which been timely ordered and which are beyond the control of the party ordering the same, or any other cause, whether of similar nature, not within the control of the party affected and which, by the exercise of due diligence, such party is unable to prevent to overcome. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement. Neither party shall incur any liability to the other for consequential or other damages which may result from delays in initiating service or interruptions or other malfunctions of service.

**15. ENFORCEMENT**

This Agreement shall be enforceable through any appropriate action at law or in equity, including but not limited to mandamus and actions for specific performance. No action may be brought to enforce this Agreement unless the party seeking enforcement first notifies the other party in writing of the nature of the alleged breach, the specific action required to remedy the breach and the amount of time reasonably required to attain compliance, but not less than fifteen (15) days. The parties shall bear their own expenses related to the enforcement of this Agreement.

**16. NOTICES**

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal clerk or chief administrative officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal clerk and chief administrative officer of the receiving party. Notices shall

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

**VILLAGE OF MANHATTAN**  
Will County, Illinois, an Illinois Home  
Rule Municipal Corporation

By: Walt Bons

Village President

ATTEST:

(Seal)

Markie Decker  
Village Clerk

**VILLAGE OF ELWOOD**  
Will County, Illinois, an Illinois Home  
Rule Municipal Corporation

By: Donald B

Village President

ATTEST:

(Seal)

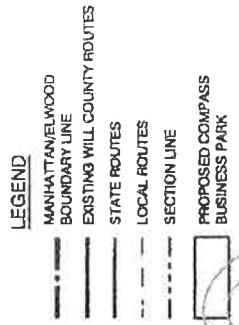
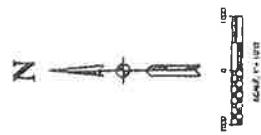
Patricia Buchanan  
Village Clerk

EXHIBIT "B"

A Boundary agreement line described as follows: Beginning at the southeast corner of the West Half of the Southeast Quarter of Section 35, Township 33 North, Range 11 East of the Third Principal Meridian; thence West along the South line of said Township 33 North, Range 11 East to the West line of said Township 33 North, Range 11 East; thence North along said West line of Township 33 North, Range 11 East and along the East line of Section 36, Township 34 North, Range 10 East of the Third Principal Meridian to the Southeast corner of Section 25, Township 34 North, Range 10 East of the Third Principal Meridian; thence West along the South line of Sections 25 and 26, Township 34 North, Range 10 East of the Third Principal Meridian to the Southwest corner of the East Half of the Southeast Quarter of said Section 26; thence North along the West line of the East Half of the Southeast Quarter of said Section 26 to the South line of the Northeast Quarter of said Section 26; thence West along said South line of the Northeast Quarter of said Section 26 to the Southwest corner of the Northeast Quarter of said Section 26; thence North along the West line of said Northeast Quarter of Section 26 and along the West line of the East Half of Sections 23 and 14, Township 34 North, Range 10 East of the Third Principal Meridian, to the Southwest corner of the Northeast Quarter of said Section 14; thence East along the South line of the Northeast Quarter of said Section 14 to the Southwest corner of the East Half of the Northeast Quarter of said Section 14; thence North along the West line of the East Half of the Northeast Quarter of said Section 14 to the Northwest corner of the East Half of the Northeast Quarter of said Section 14; thence East along the North line of the East Half of the Northeast Quarter of said Section 14 and along the North line of Section 13, Township 34 North, Range 10 East of the Third Principal Meridian to the Northeast corner of said Section 13; thence North along the West line of Sections 7 and 6, Township 34 North, Range 11 East of the Third Principal Meridian to the Northwest corner of said Section 6 to the Point of Terminus.

506-01-003

**VILLAGE of  
MANHATTAN,  
ILLINOIS**  
**COMPASS BUSINESS PARK**  
**MANHATTAN/ELWOOD**  
**BOUNDARY EXHIBIT**



**DRAFT EXECUTIVE SUMMARY – REVENUE FORECAST – DATED 4/18/17**

**VILLAGE OF ELWOOD, ILLINOIS  
NORTH POINT DEVELOPMENT**

April \_\_, 2017

**Introduction**

NorthPoint Development (the "Developer") has proposed to develop certain property located in the Village and it is proposed that the site would be included in a TIF District (as such term is hereinafter defined)(the "Development Site") which development would principally consist of the construction of approximately 27,596,000 square feet of industrial/warehouse space on the Development Site (the "Industrial Development").

The Village of Elwood, Illinois (the "Village") would need to determine the Industrial Development Site would qualify (the "TIF Property") as part of a "redevelopment project area" (the "TIF District") as defined in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, as amended (the "TIF Act") in 2017 pursuant to a redevelopment plan and project (the "TIF Plan"). The term of the TIF District would be 23 years after the date of such designation. In order to designate the Development Site, the Village will first have to determine if the site qualifies under the TIF Act and certain properties must be annexed.

Such designation will allow the Village to use the property tax increment generated thereby to pay for certain eligible redevelopment costs (the "Incremental Property Taxes"). Due to the one year lag in collections of property taxes, the Village will receive the final payment of Incremental Property Taxes in the 24<sup>th</sup> year from the date of the designation of the TIF District.

The following preliminary analyses provide a projection of the Incremental Property Taxes that would be generated by the Industrial Development based on three Incremental Property Tax collection scenarios.

This development includes different types of industrial products that vary by square footage, occupancy dates and valuation.

The following is a description of the three Incremental Property Taxes scenarios analyzed herein that assume the properties within the Industrial Development would have a varying market values for assessment purposes:

- 1) Scenario #1 - Baseline (Exhibit A) - Analysis of Incremental Property Taxes assuming that the market value for manufacturing facilities are \$32/square foot and warehouse facilities are \$30/square foot. The total project square footage is 27,596,000; and
- 2) Scenario #2 - Conservative – (Exhibit B) - Analysis of Incremental Property Taxes assuming that the market value for manufacturing facilities are \$28/square foot and warehouse facilities are \$26/square foot. The total project square footage is 24,796,000; and
- 3) Scenario #3 - Aggressive – (Exhibit C) - Analysis of Incremental Property Taxes assuming that the market value for manufacturing facilities are \$35/square foot and warehouse facilities are \$33/square foot. The total project square footage is 27,596,000.

	<u>PIN</u>	<u>Tax Code</u>	<u>2015 EAV</u>
1	10-11-23-300-001-0000	1007	\$ 56,601
2	10-11-26-100-004-0000	1007	\$ 93,033
3	10-11-26-100-003-0000	1007	\$ 14,369
4	10-11-26-100-002-0000	1007	\$ 17,783
5	10-11-27-100-008-0000		\$ 9,915
6	10-11-27-100-005-0000	1007	\$ 27,346
7	10-11-27-100-007-0000		\$ 20,660
8	10-11-23-400-004-0000	1002	\$ 83,342
9	10-11-23-400-005-0000	1002	\$ 16,105
10	10-11-23-400-002-0000	1002	\$ 8,949
11	10-11-24-300-004-0000	1002	\$ 62,869
12	10-11-24-300-005-0000	1002	\$ 99,824
13	10-11-24-100-009-0000	1002	\$ 4,745
14	10-11-24-100-002-0000	1002	\$ 3,895
15	10-11-24-200-002-0000	1002	\$ 40,470
16	10-11-24-100-009-0000	1002	\$ 4,745
17	10-11-24-100-010-0000	1002	\$ 17,487
18	10-11-13-300-019-0000	1002	\$ 25,506
19	10-11-13-300-021-0000	1002	\$ 14,225
20	10-11-23-200-003-0000	1002	\$ 6,395
21	10-11-23-200-002-0000	1002	\$ 10,747
22	10-11-23-200-001-0000	1004	\$ 52,280
23	10-11-14-400-002-0000	1004	\$ 17,269
24	10-11-14-400-001-0001		\$ 17,577
25	10-11-24-400-028-0000	1002	\$ 25,809
26	10-11-25-100-009-0000	1002	\$ 17,545
27	10-11-29-207-003-0000	1007	\$ 950,625
28	10-11-29-401-001-0000	1007	\$ 451,750
29	10-11-29-207-002-0000	1007	\$ 186,115
30	10-11-29-207-004-0000	1007	\$ 1
31	10-11-29-302-001-0000	1007	\$ 1
32	10-11-29-300-014-0000	1007	\$ 1
33	10-11-29-207-001-0000	1007	\$ 112,990
34	10-11-29-200-011-0000	1010	\$ 3,915
35	10-11-28-100-002-0000	1007	\$ 13,711
36	10-11-22-400-010-0000	1007	\$ 16,899
37	10-11-23-400-007-0000	1007	\$ 2,170
38	10-11-22-400-008-0000	1007	\$ 6,703
		<b>Total</b>	<b>\$ 2,514,372</b>

Furthermore, the analyses herein also assume that the 2015 state equalization factor (1). As most of the Development Site is currently unincorporated, any such portions of the Development Site are expected to be annexed into the Village. The 2015 tax rate of 8.538% used in the analyses herein to determine the Incremental Property Taxes includes the 2015 tax year tax rate for the Development Site (8.094%) and the tax rate for the Village (0.444%) which reflects the projected tax rate that would assume the annexation.

- Pursuant to Scenario #3, the Industrial Development is projected to generate \$519,052,429 of Scenario #3 Incremental Property Taxes (see Exhibit C) which would be available for the payment of eligible redevelopment costs as determined pursuant to the TIF Act.
- The analysis for Scenario #3 provides that the Village could retire obligations that would provide for eligible redevelopment costs of \$202,977,189 assuming an interest rate of 6% and a term of 20 years commencing with the year 2019 (see Exhibit C).

Projected increment for each scenarios are summarized in the table below.

**Provided by Will County Clerk and Will County Treasurer**

(a) 2016 Tax Rate (Tax Code 16043)= 8.0937% and Village Tax Rate = 0.444%  
(b) Total 2015 Assessed Value for the Development Site = \$2,514,372

**Property Tax Assumptions**

(a) Annual growth rate for property assessments = 1.0%.  
(b) Tax collection – one year in arrears, e.g., 2017 taxes collected in 2018.  
(c) Will County assessment rate of 33% was used to determine the assessed value of the properties  
(d) TIF expires in 2041 (final property tax collection year of 2042).

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**EXHIBIT #A - BASELINE**

**Preliminary Draft (Baseline)  
Proposed Project  
Projected Incremental Taxes**

Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft. 9 Units	Market Value \$q. FIA/Unit	TIF Year		2018	2019	2020	2021	2022	2023	2024	2025	2026	2028	
						1	2	1	2	3	4	5	6	7				
1 Manufacturing (1)		2	Jan-24	1,450,000	32.00	0	0	0	0	1,340,460	4,085,918	6,977,903	9,725,439	12,520,178				
2 Manufacturing (2)		3	Jan-27	415,000	33.00	0	0	0	0	0	0	0	0	2,511,870	2,929,033	3,311,645		
3 Large Warehouse (1)		2	Jan-21	12,068,000	30.00	0	5,549,393	10,814,567	33,005,827	51,457,026	83,521,650	75,822,109	88,361,918	107,624,645				
4 Large Warehouse (2)		2	Jan-22	5,538,000	30.00	0	0	4,687,091	9,539,633	14,260,230	24,187,086	34,214,660	44,310,200	49,914,702				
5 Medium Warehouse (1)		2	Jan-22	6,240,000	30.00	0	0	3,182,394	9,074,253	19,475,129	29,509,411	36,427,726	46,486,189	57,429,576				
6 Medium Warehouse (2)		2	Jan-23	1,848,000	30.00	0	0	0	0	7,379,757	4,859,135	7,335,317	12,259,332	14,911,911	17,502,179			
7 Medium Warehouse (3)		2	Jan-24	0	0.00	0	0	0	0	0	0	0	0	0	0	0		
Total EAV All Components				0	0	0	5,649,393	24,694,151	55,527,077	91,867,739	125,649,687	165,601,512	205,064,700	247,141,658				
L Incremental Property Taxes:																		
(a) Base EAV						2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	
(b) Incremental EAV						0	3,035,623	22,176,779	65,013,599	89,055,687	120,135,510	183,087,440	202,570,320	244,627,285				
(c) Tax Rate • 0.5381%						8,5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	0.5381%	
(d) Total EAV Incremental Property Taxes						0	0	250,133	1,893,732	4,528,328	7,603,679	10,769,550	13,924,569	17,295,657				
(e) Incremental Property Taxes						0	0	250,133	1,893,732	4,528,328	7,603,679	10,769,550	13,924,569	17,295,657				
(f) Est Incremental Property Taxes Available						0	0	250,133	1,893,732	4,528,328	7,603,679	10,769,550	13,924,569	17,295,657				
(g) Administrative Costs	Not applicable					0	0	0	0	0	0	0	0	0	0	0	0	
(h) Carryforward of Administrative Costs	Not applicable					0	0	0	0	0	0	0	0	0	0	0	0	
(i) Incremental Property Taxes						0	0	250,133	1,893,732	4,528,328	7,603,679	10,769,550	13,924,569	17,295,657				
(j) Cumulative Incremental Property Taxes						0	0	250,133	2,162,665	8,679,193	14,237,872	25,052,431	38,977,000	68,272,657				
(k) NPV of Incremental Property Taxes @	8.0%					0	0	230,628	1,820,841	5,405,917	11,087,829	16,078,943	21,040,575	26,792,285				

Compass Project 008 Baseline 4.5.17

Preliminary Draft (Baseline)  
 Proposed Project  
 Projected Incremental Taxes

Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft / # Units	Market Value \$s. Pl. Amt	TIF Year						TIF Expiration 2011-22	Final Collection 2042-23
						2036 17	2037 18	2038 19	2039 20	2040 21	2041 22		
1	Manufacturing (1)	2	Jan-24	1,458,000	\$2.00	18,600,625	18,756,032	18,974,428	19,104,243	19,355,845	19,545,446	19,744,039	
2	Manufacturing (2)	2	Jan-27	415,000	\$2.00	5,549,569	5,605,005	5,661,110	5,717,727	5,774,804	5,832,653	5,890,980	
3	Large Warehouse (1)	2	Jan-21	12,009,000	\$0.00	144,587,003	146,033,618	147,494,023	148,950,043	150,450,852	151,963,239	153,462,072	
4	Large Warehouse (2)	2	Jan-22	5,526,000	\$0.00	68,092,500	68,153,425	68,420,951	68,695,168	68,776,120	69,463,891	70,158,520	
5	Medium Warehouse (1)	2	Jan-22	6,240,000	\$0.00	74,632,130	75,378,460	76,132,245	76,893,567	77,662,503	78,439,128	78,222,618	
6	Medium Warehouse (2)	2	Jan-23	1,645,000	\$0.00	22,102,593	22,323,021	22,548,651	22,772,326	23,003,049	23,230,048	23,462,350	
0		0	Jan-00	0	0.00	0	0	0	0	0	0	0	
<b>Total EAV All Components</b>						<b>331,665,236</b>	<b>334,880,889</b>	<b>338,220,807</b>	<b>341,811,624</b>	<b>345,028,114</b>	<b>348,478,395</b>	<b>351,983,179</b>	
<b>L Incremental Property Taxes:</b>													
(a)	Basis EAV					2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	
(b)	Incremental EAV					329,050,864	332,318,510	335,716,225	339,097,023	342,513,742	345,984,022	348,446,807	
(c)	Tax Rate - 8.5381%					8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	
(d)	Total Est Incremental Property Taxes					27,814,401	33,094,032	38,277,788	43,683,710	48,952,494	52,244,165	59,539,754	
(e)	Incremental Property Taxes					Not applicable							
(f)	Est Incremental Property Taxes Available					27,814,401	33,094,032	38,277,788	43,683,710	48,952,494	52,244,165	59,539,754	
(g)	Administrative Costs					0	0	0	0	0	0	0	
(h)	Carryover of Administrative Costs					0	0	0	0	0	0	0	
(i)	Incremental Property Taxes					27,814,401	33,094,032	38,277,788	43,683,710	48,952,494	52,244,165	59,539,754	
(j)	Cumulative Incremental Property Taxes					310,302,710	344,397,422	372,775,200	401,438,910	430,201,412	459,535,576	489,174,332	
(k)	NPV of Incremental Property Taxes @ 8.0%					167,884,274	180,839,035	175,688,763	184,119,848	192,154,313	198,810,353	207,105,794	

Compass Projections Baseline 4.8.17

PRELIMINARY - FOR DISCUSSION PURPOSES ONLY

**Preliminary Draft (Conservative)**  
**Proposed Project**  
**Preliminary User Assumptions**

Component Name	Project Description	Class Code	Occupancy Date	Building Sq Ft / # Units	Avg. Initial Market Value Sq Ft / Unit
1	Manufacturing (1)	2	Jan-27	972,000	28
2	Manufacturing (2)	2	Jan-30	259,000	28
3	Large Warehouse (1)	2	Jan-22	12,089,000	26
4	Large Warehouse (2)	2	Jan-23	4,605,000	26
5	Medium Warehouse (1)	2	Jan-23	4,992,000	26
6	Medium Warehouse (2)	2	Jan-25	1,848,000	26
Totals				24,796,000	

Notes

Copy of Compass Projections Conservative 4/17/17

Kane, McKenna and Associates, Inc.

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Preliminary Draft (Conservative)  
 Proposed Project  
 Projected Incremental Taxes

Component Name	Project Description	Class Code	Occupancy Date	Sq. Ft./ # Units	Market Value Sq. Ft./Unit	15 Year				
						2027 8	2028 9	2029 10	2030 11	2031 12
1 Manufacturing (1)	2 Jan-27 912,000 28.00	2	2027-01-01	3,771,378	5,081,809	6,377,288	7,716,731	8,085,297	-15,426,987	10,531,257
2 Manufacturing (2)	2 Jan-30 250,000 28.00	2	2027-04-01	0	747,386	1,661,779	2,338,805	3,080,131	3,110,232	3,142,042
3 Large Warehouse (1)	2 12,069,000 28.00	2	2027-01-01	62,127,118	57,505,442	69,004,492	75,169,741	81,350,188	83,101,549	89,540,632
4 Large Warehouse (2)	2 Jan-23 4,653,000 26.00	2	2027-01-01	21,917,084	26,496,499	26,658,145	31,574,811	38,352,721	36,846,159	41,797,281
5 Medium Warehouse (1)	2 4,592,000 28.00	2	2027-01-01	20,793,981	26,870,395	30,212,956	31,561,158	38,974,470	37,443,826	40,906,807
6 Medium Warehouse (2)	2 Jan-26 1,848,000 26.00	2	2027-01-01	8,804,744	8,858,916	11,263,425	13,582,693	17,017,347	16,206,732	18,592,210
7	0	0	Jan-01	0	0.00	0	0	0	0	0
<b>Total EAV All Components</b>				<b>107,414,308</b>	<b>126,081,847</b>	<b>145,335,084</b>	<b>163,947,438</b>	<b>183,731,244</b>	<b>197,136,188</b>	<b>214,530,838</b>
<b>L Incremental Property Taxes:</b>										
(a) Base EAV					2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372
(b) Incremental EAV					104,889,934	123,567,475	142,323,752	161,433,169	178,210,872	194,621,814
(c) Tax Rate 8.5381%					8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%
(d) Total Est. Incremental Property Taxes					7,524,573	8,956,431	10,650,315	12,194,431	13,783,325	15,216,335
(e) Incremental Property Taxes					6	0	0	0	0	0
(f) Est. Incremental Property Taxes Available					0	0	0	0	0	0
(g) Administrative Costs		Not Applicable			0	0	0	0	0	0
(h) Carryforward of Administrative Costs		Not Applicable			0	0	0	0	0	0
(i) Incremental Property Taxes					7,524,573	8,956,431	10,650,315	12,194,431	13,783,325	15,216,335
(j) Cumulative Incremental Property Taxes					6	0	0	0	0	0
(k) NPV of Incremental Property Taxes @ 6.0%					0	0	0	0	0	0
					17,439,043	22,430,185	27,995,959	34,056,210	40,518,376	47,246,576

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EXHIBIT C AGGRESSIVE

Preliminary Draft (Aggressive)  
 Proposed Project  
 Projected Incremental Taxes

Component Name	Project Description	Class Code	Occupancy Date	Bq. F/F # Units	Market Value Sq. Ft./Unit	TIF Year								
						2018	2019	2020	2021	2022	2023	2024	2025	2026
1 Manufacturing (1)	2 Jan-24 1,438,000	35.00	0	0	0	0	2,948,817	7,648,269	9,089,242	13,738,534	18,417,561	0	0	0
2 Manufacturing (2)	2 Jan-27 435,000	35.00	0	0	0	0	0	0	0	0	0	2,720,271	3,104,048	0
3 Large Warehouse (1)	2 Jan-21 12,089,000	30.00	0	5,549,395	22,419,556	45,287,503	82,893,019	80,048,118	99,151,580	117,815,892	130,891,456	0	0	0
4 Large Warehouse (2)	2 Jan-23 5,526,000	30.00	0	0	0	0	4,744,050	19,185,009	33,875,921	48,678,113	59,240,275	69,832,678	0	0
5 Medium Warehouse (1)	2 Jan-22 0,240,000	30.00	0	0	0	0	6,304,757	19,285,306	32,403,499	42,824,705	52,855,797	63,549,828	67,363,301	0
6 Medium Warehouse (2)	2 Jan-24 1,848,000	30.00	0	0	0	0	4,752,515	9,822,215	14,818,058	19,814,931	19,811,000	20,009,191	0	0
0	0	0	Jan-00	0	0.00	0	0	0	0	0	0	0	0	0
<b>Total EAV All Components</b>					0	5,549,395	26,704,343	74,070,353	127,138,888	179,413,120	229,720,083	276,878,281	302,211,328	
<b>i. Incremental Property Taxes:</b>														
(a) Base EAV						2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372
(b) Incremental EAV						0	3,035,723	26,269,971	77,562,013	124,624,317	176,898,748	227,205,691	274,381,507	299,696,653
(c) Tax Rate : 8.5381%						8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%
(d) Total Est. Incremental Property Taxes						0	0	0	0	0	0	0	0	0
(e) Incremental Property Taxes						0	0	0	0	0	0	0	0	0
(f) Est. Incremental Property Taxes Available						0	0	0	0	0	0	0	0	0
(g) Administrative Costs			Not applicable			0	0	0	0	0	0	0	0	0
(h) Carryforward of Administrative Costs			Not applicable			0	0	0	0	0	0	0	0	0
(i) Incremental Property Taxes						0	0	0	0	0	0	0	0	0
(j) Cumulative Incremental Property Taxes						0	0	0	0	0	0	0	0	0
(k) NPV of Incremental Property Taxes @ 6.0%						0	0	0	0	0	0	0	0	0

Comments: Projections Aggressive 4.5.17

Preliminary Draft (Aggressive)  
 Proposed Project  
 Projected Incremental Taxes

Component Name	Project Description	Class Code	Occupancy Date	# Units	Market Value Sq. Ft. & Unit	TIF Year					TIF Expiration 2040	Fiscal Cobertura 2041 21	TIF Expiration 2041 22	Fiscal Cobertura 2042 23
						2036 17	2037 18	2038 19	2039 20	2040 21				
1 Manufacturing (1)	2	Jan-24	1,459,000	35.00	20,344,424	20,547,878	20,752,357	20,960,891	21,170,500	21,382,205	21,590,027			
2 Manufacturing (2)	2	Jan-27	435,000	35.00	8,069,041	8,120,540	8,191,645	8,253,764	8,316,201	8,379,464	8,442,259			
3 Large Warehouse (1)	2	Jan-21	12,089,000	30.00	144,507,000	145,033,006	147,494,023	148,959,963	150,458,553	151,962,239	153,482,373			
4 Large Warehouse (2)	2	Jan-23	5,526,000	30.00	66,092,500	66,753,425	67,420,959	68,095,168	68,778,120	69,462,681	70,158,520			
5 Medium Warehouse (1)	2	Jan-22	6,240,000	30.00	74,832,139	75,370,460	76,132,245	76,893,567	77,662,503	78,439,126	79,223,510			
6 Medium Warehouse (2)	2	Jan-24	1,848,000	30.00	22,102,595	22,323,621	22,546,667	22,772,326	23,003,049	23,230,049	23,482,350			
0	0	Jan-00	0	0.00	0	0	0	0	0	0	0			
<b>Total EAV All Components</b>					<b>333,829,316</b>	<b>337,187,610</b>	<b>340,530,288</b>	<b>343,544,879</b>	<b>347,384,126</b>	<b>350,657,987</b>	<b>354,366,540</b>			
<b>L. Incremental Property Taxes:</b>														
(a) Base EAV					2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372	2,514,372			
(b) Incremental EAV					331,314,944	334,653,238	330,024,814	341,450,307	344,889,753	340,343,595	351,852,174			
(c) Tax Rate: 8.5381%					8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%	8.5381%			
(d) Total Est. Incremental Property Taxes					28,005,797	28,288,001	28,573,028	28,860,905	29,151,661	29,445,324	29,741,924			
(e) Incremental Property Taxes														
(f) Est. Incremental Property Taxes Available					28,005,797	28,288,001	28,573,028	28,860,905	29,151,661	29,445,324	29,741,924			
(g) Administrative Costs						0	0	0	0	0	0	0		
(h) Carryforward of Administrative Costs						0	0	0	0	0	0	0		
(i) Incremental Property Taxes					28,005,797	28,288,001	28,573,028	28,860,905	29,151,661	29,445,324	29,741,924			
(j) Cumulative Incremental Property Taxes					344,981,864	373,279,386	401,052,614	430,713,019	459,885,180	499,310,504	510,052,429			
(k) NPV of Incremental Property Taxes @ 6.0%					176,278,841	185,278,393	194,487,598	202,977,189	211,066,926	218,775,629	226,121,248			

Compass Projections Aggressive 4/5/17



Lisa Kladis <lisa.kladis@villageofelwood.com>

**FW: Compass Business Park**

1 message

**Marian Gibson** <[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)>  
To: [lisa.kladis@villageofelwood.com](mailto:lisa.kladis@villageofelwood.com), Julie Friebele <[julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com)>

Wed, Jul 19, 2017 at 4:27 PM

**From:** Bill Bohne [mailto:[BBohne@jacobandhefner.com](mailto:BBohne@jacobandhefner.com)]  
**Sent:** Tuesday, May 30, 2017 10:05 AM  
**To:** engineering <[engineering@villageofelwood.com](mailto:engineering@villageofelwood.com)>  
**Cc:** Tom George <[tgeorge@northpointkc.com](mailto:tgeorge@northpointkc.com)>; Marian Gibson <[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)>  
**Subject:** RE: Compass Business Park

Jim,

We have been authorized by our client to begin the survey field work on the project. We intend to reference our vertical elevations to NAVD 1988 vertical datum. Can you confirm that tying our vertical datum to NAVD 1988 is acceptable to the Village? I believe the Village Ordinance references this datum.

Also, does the Village have any benchmarks in or near the subject area we can tie in to?

Thanks!

William L. Bohne, P.E.

President

JACOB & HEFNER ASSOCIATES, INC.

1333 Butterfield Road, Suite 300

Downers Grove, Illinois 60515.

Phone (630) 652-4621

Fax (630) 652-4601

Cell (630) 297-5690

**From:** engineering [mailto:[engineering@villageofelwood.com](mailto:engineering@villageofelwood.com)]  
**Sent:** Thursday, May 25, 2017 2:50 PM

7/19/2017

Village of Elwood Mail - FW: Compass Business Park

1. I assume the Village of Elwood will service the entire proposed Business Park. Please confirm. It is our intention to service the entire park.
2. Information on the existing water system:
  - a. What are the sizes of the existing mains along the North side of Ira Morgan and east side of the Bissell Building up to Mississippi? Shown on the Bissell plans which were sent in a separate email.
  - b. Can we obtain a copy of the Village Atlas Maps if available? Provided in a separate email.
  - c. Where are the existing Village well & tower Locations? Wells are along Elwood International Port south of Mississippi. Tower is on the north side of Mississippi, just west of the downtown area (only 1 tower). These locations are shown on the atlases.
  - d. Can we obtain any Plans and/or As-Builts for CenterPoint Intermodal Center East? Provided in a separate email.
3. Does the current Village system have available capacity to service this Business Park? We will need demand projections from Northpoint to determine if sufficient capacity exists. It is anticipated that system improvements will be required.
4. Does the Village have any existing water modeling or planning studies for the subject area? A model and master plan were completed for the Village in 2005. The planning area does not extend to the easternmost area of the proposed business park and many of the assumptions regarding residential growth are no longer valid. The model and study will need to be updated.
5. Will a cross-connection with Manhattan's water system be required, do we need to serve any portions of the Village of Manhattan? I don't believe we can answer this question at this time.

### Wastewater

1. I assume the Village of Elwood will service the entire proposed Business Park. Please confirm. It is our intention to serve the entire park.
2. Information on the existing wastewater system:
  - a. What are the sizes of the existing mains along the North side of CenterPoint Intermodal Center East along Mississippi? See plans sent in separate email.
  - b. Can we obtain a copy of the Village Atlas Maps if available? Sent in separate email.
  - c. Where is the existing Village WWTP Located? Along Elwood International Port, south of Mississippi. See atlases.
  - d. Where are existing lift station locations? Lift stations are shown on the atlases sent in a separate email.
3. Does the current Village system have available capacity to service this Business Park? We will need demand projections from Northpoint to determine if sufficient treatment capacity exists. It is anticipated that system improvements will be required.
4. Does the Village have any existing modeling or planning studies for the subject area? A master plan was completed for the Village in 2005. The planning area does not extend to the easternmost area of the proposed business park and many of the assumptions regarding residential growth are no longer valid. The study will need to be updated.
5. Will we need to serve any portions of the Village of Manhattan? I don't believe we can answer this question at this time.
6. A significant portion of the proposed Business Park lies in a Non-FPA area (see attached FPA Map). It's been a while since we have dealt with FPA issues. I understand that CMAP is no longer in the FPA approval business. What is the process to add the portions of the Business Park that lie outside of the Elwood FPA to the Elwood FPA? This is a good question as the policies have changed recently. We will need to ask some questions about this issue to get clarity on what is required.

That's it for now.

Thanks!

William L. Bohne, P.E.

President

***Exhibit “E”***

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covenant that restricts the Village from utilizing general obligation debt or any other form of Village-backed debt for development of infrastructure associated with the infrastructure required for the project.

6. Initial Funding of Public Infrastructure and Dedication to Village. NPD agrees to pre-fund public infrastructure associated with the project, which shall be eligible for reimbursement to the extent that funds are available in the TIF or similar fund established pursuant to Section 12. NPD agrees to donate the right-of-way through its project that is required for this infrastructure. Again, both parties agree that the Village shall have no obligation to issue general obligation or any similar "full faith and credit obligation" backed by the Village. The process of such construction and dedication shall be set forth in a future agreement.
7. Bidding of Public Infrastructure. The Village and NPD agree that projects intended to convey traffic (road and bridge construction), water, and wastewater shall be privately bid to appropriate contractors, which shall be determined at NPD's discretion. In each instance, it is desirable to procure with the lowest priced, best qualified contractor. For the bridge at Walter Strawn and any other similar road or traffic improvement, it is agreed the time of delivery shall be a consideration as well. In addition, the parties shall execute and enter into a mutually agreeable shared services agreement for purposes of funding the initial maintenance of the bridge.
8. Additional Public Infrastructure and Similar Improvements. In addition to pre-funding the public infrastructure, NPD agrees to either construct or provide funds to construct the following additional improvements pursuant to a mutually agreeable schedule: (a) a bike path to and from the Village to the Midewin Tall Grass Prairie, (b) a community center, (c) a new public works facility, (d) subject to IDOT consent and approval, a traffic signal located at Highway 53 and Mississippi Road. It is presently contemplated that such improvements shall be constructed during the initial phase of the project and the costs associated with the improvements shall be eligible for reimbursement to the extent that funds are available in the TIF or similar fund established pursuant to Section 12.
9. Bike Path Screening. The bike path project shall include general landscaping and screening improvements at Archer Park for Village residents residing on South Street north of Walter Strawn Drive.
10. Learning and Career Center. The parties agree to work together to identify appropriate educational and career partner(s) (e.g., Joliet Junior College) to operate a program for career enhancement, workforce training, job placement and continuing education at the Learning and Career Center located in the Village. At such time as the appropriate partnership is identified, NPD agrees to construct a Learning and Career Center at its sole costs and expense. This facility will be staffed, managed, and operated by the appropriate partner(s) for the purposes of developing a well-qualified workforce with

agreed that the bridge shall include a bike lane and a connecting path providing access from the Village to the trail system within the Midewin Tallgrass Prairie. Further, both agree to work cooperatively to seek the necessary approvals from Midewin, allowing for this bicycle path connection. Regardless of Midewin's initial stance, NPD agrees to place a bike path on the bridge.

15. Annexation. The Village is determining the current width of Mississippi Road near the project. Should the width of the existing right of way be under 300 feet, it is agreed that **involuntary annexation of a portion of Coldwater Farms will be pursued, if required, to facilitate the proposed development.**
16. Submittal Review and Variations from Elwood Code of Ordinances. The Village agrees to review project submittals in a timely manner for purposes of obtaining building and tenant improvement permits to meet the timing requirements of projects, which would include making site plan (and similar review functions) a staff function to the extent consistent with the terms and provisions of the annexation agreement, it being understood and agreed that any deviations from the annexation agreement would require planning commission, and, as necessary, Village Board approval. The Village further agrees to grant variances from the Village Development Code and Ordinances to maintain consistency with fees, assessments, charges, and requirements imposed by neighboring jurisdictions.

***Exhibit “F”***

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from the Site Plan on NPD's website and from additional information on the website that approximately 1,200 acres of the land that NPD seeks to annex to Elwood are on Manhattan's side of the Boundary Line as established by the Boundary Agreement.

In light of NPD's request to annex property to Elwood that is located on Manhattan's side of the Boundary Line, I want to direct your attention to Elwood's obligations and limitations under the Boundary Agreement.

Paragraph 5 of the Boundary Agreement addresses third-party attempts, such as this effort by NPD, to effectuate a voluntary annexation of property that would change the boundaries established under the Agreement. In absence of a mutual agreement to change the boundaries by Elwood and Manhattan, Paragraph 5 states, **"each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation which would have the effect of changing the boundaries established under this Agreement"**. Manhattan has made no such agreement to change the Boundary Line.

In addition, please be advised that Paragraph 3(a) of the Boundary Agreement prohibits Elwood not only from annexing unincorporated territory within the Manhattan designated area but also from "exercising, or attempting to exercise or enforce, any zoning ordinance, planning control, official map, or other municipal authority or ordinances" in the Manhattan area.

In accordance with Paragraph 5 of the Boundary Agreement, Manhattan hereby requests that Elwood issue a public statement that it "actively opposes" NPD's attempt as set forth in the MOU and NPD's website to voluntary annex property to Elwood that would change the boundaries set forth in the Boundary Agreement. We also request that you clarify with NPD in writing that the Boundary Agreement requires that NPD deal solely with Manhattan on any proposed development on the Manhattan side of the Boundary Line.

**Village of Elwood and NorthPoint Development  
Memorandum of Understanding  
Compass Business Park**

The Village of Elwood ("Village") and NorthPoint Development ("NPD") are cooperative parties that desire to enter into agreements that mutually benefit the Village of Elwood and NorthPoint as identified below:

1. **Acquisition and Conceptual Layout.** While negotiations with land owners are nearly complete but still ongoing, NPD (through an affiliate) intends to acquire approximately 2,100 +/- acres of land immediately adjacent to the Village of Elwood. This location is advantageous for appropriately routing trucks to the bridge (to be constructed) at Ira Morgan/ Walter Strawn and Route 53, without "leaking" any truck traffic to streets that have direct connections to Route 53. In addition, the proposed acquisition and conceptual site layout helps to preserves 2,300 acres +/- of land that would likely be annexed into the Village of Elwood at some point in the future. A preliminary conceptual map identifying the land acquisition strategy, building layout, and street network is attached as Exhibit A. This exhibit is consistent with the previously stated goal of not allowing truck traffic on Route 53, and is subject to further discussion and comment from the Village.
2. **Future Acquisitions/Annexation.** Both the Village and NPD desire to work exclusively with each other. Should NPD acquire additional land east of Route 53 in Will County, IL, NPD agrees to annex into the Village.
3. **Recapture Agreements.** To incentivize the public infrastructure necessary for this project by NPD, the Village will incorporate recapture agreements and any other similar financial levy to fairly account for this project's initial development. In the event the Village desires to pursue development types other than industrial, manufacturing, warehouse and distribution near the proposed NPD project, the Village and NPD agree to waive any recapture agreement for such uses.
4. **Dedicated Truck Route and Employee Entrances.** To maintain the future separation of trucks from the general traveling public in the Village, the Village will abandon and/or remove the connections of current roads from the street improvements identified in Exhibit A. Unless otherwise set forth herein, any connection to the street improvements identified on Exhibit A shall require the mutual consent of the Village and NPD. To ensure truck traffic is appropriately separated, the parties agree to install certain traffic calming measures at agreed-upon locations. Similarly, the Village agrees to authorize and enable passenger vehicle traffic to-and-from various public rights-of-way, at agreed upon locations, and shall separately agree to allow truck traffic outside of the dedicated truck route only in the event of emergency (e.g., bridge closure).
5. **No General Obligation Bonds or Similar Debt.** Both the Village and NPD agree to a

an emphasis on manufacturing jobs. The Learning and Career Center shall be available to the Village and its residents for use, and the Village shall have a first right of use, provided it is in common with other users.

11. Potential Development Immediately East of Highway 53. The Village and NPD desire to pursue manufacturing and other non-warehousing commercial development opportunities on the sites immediately east of Highway 53. NPD agrees to make these sites available exclusively for pursuing build-to-suit, manufacturing opportunities until its remaining property is fully developed, which is anticipated to occur over approximately 8 years. If users do not locate at the dedicated site during such period, then the dedicated site shall be available for industrial, warehouse, and distribution development and use.
12. Development Incentives. While research is being completed on the final form of the infrastructure/development agreement between the Village and NPD, the parties desire to pursue the expansion of an Enterprise Zone to accommodate the project. In addition, the parties desire to either (a) redirect real property taxes via Tax Increment Financing (TIF) or (b) abate real estate taxes via an Enterprise Zone property tax abatement, which would be coupled with direct payments in lieu of taxes (PILOTs), or some other similar mechanism. The goal would be to share revenues between project constituents by, for example, dedicating a portion of the redirected property taxes or PILOTs to: (i) the Village of Elwood, (ii) the remaining taxing jurisdictions, (iii) NPD for infrastructure reimbursement, and (iv) the beneficial occupants/tenants of the project. As it relates the impact for the Village – and for the sake of example – the current agreements between Edgerton and NPD provide that NPD pays the City \$0.09 per square foot per year for a period of 10 years on each building that is constructed. This is essentially dedicated to the City's economic development fund and allows for broad usage of these funds including construction of off-site municipal facilities like a new city hall or public works building. Should such a structure be utilized at the same \$0.09 per building square foot per year levy, then a 20,000,000 square foot project would equate to \$41,400,000 in direct payments to the Village (assuming a 23 year TIF period and construction of 20,000,000 square feet in year 1 of the TIF).
13. Economic Development Fund. The parties agree that a to-be-agreed-upon portion of TIF or similar funding mechanism proceeds shall be dedicated for purposes of economic development programs (e.g., grants, forgivable loans, low-interest loans) to attract users to NPD's development. For the sake of example, this program could be utilized to offset moving expenses for a manufacturer locating in the project.
14. Grade Separation at Ira Morgan/Walter Strawn. The Village and NPD agree to work cooperatively with the Illinois Department of Transportation (IDOT) to seek approval for a grade separation/ bridge at Ira Morgan/ Walter Strawn and Route 53. To the extent that a determination is made that this is in the sole discretion of the Village, the Village agrees to approve the request for this grade separation. Additionally, it is

**EXHIBIT A**  
Conceptual Layout

**NOT AN OFFICIAL COPY**

43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

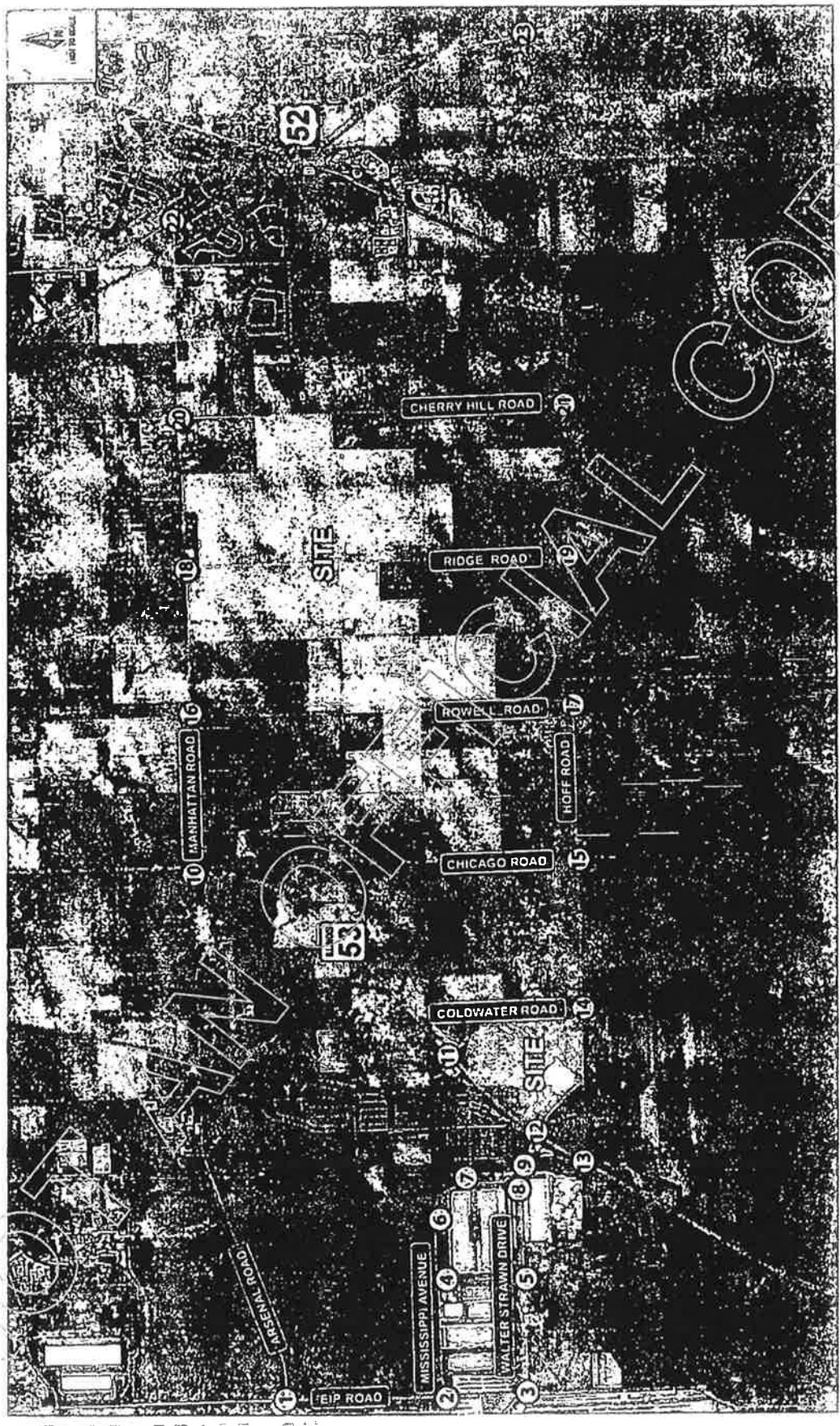


EXHIBIT 1  
SITE LOCATION MAP & STUDY INTERSECTIONS

KIRKLEY

**RESOLUTION NO. 2017-2018-03**

**JOINT RESOLUTION OF THE  
VILLAGE OF ELWOOD AND VILLAGE OF MANHATTAN  
REGARDING PROJECTS SPANNING THE  
BOUNDARY LINE ESTABLISHED BY THE INTERGOVERNMENTAL  
JURISDICTIONAL BOUNDARY LINE AGREEMENT DATED NOVEMBER 15, 2006**

**WHEREAS**, the Village of Manhattan, an Illinois Home Rule Municipal Corporation, Will County, Illinois, and the Village of Elwood, an Illinois Home Rule Municipal Corporation, Will County, Illinois, have entered into an "Intergovernmental Jurisdictional Boundary Line Agreement" dated November 15, 2006 (hereinafter the "Boundary Agreement") with both municipalities recognizing that the observance of the boundary line in future annexations will serve the best interest of the two communities; and

**WHEREAS**, in the Boundary Agreement, Manhattan and Elwood further acknowledged that the territory between their corporate boundaries is a rapidly developing area in which issues related to utility service, open space conservation, flood control, population density, ecological and economic impact, and multi-purpose developments are ever-increasing both in number and complexity; and

**WHEREAS**, there is currently a development which has been proposed which would span the Boundary Line; and

**WHEREAS**, in the spirit of cooperation established by the Boundary Agreement, the Corporate Authorities of both Manhattan and Elwood hereby recognize the unique impact of any proposed development of property that would span both sides of the Boundary Line established by the Boundary Agreement and create opportunities for mutual cooperation and planning that is in the best interest of the respective citizens of both Manhattan and Elwood; and

**WHEREAS**, both municipalities recognize that the Boundary Agreement prohibits each municipality from exercising or attempting to exercise or enforce any zoning ordinance, subdivision control, planning control, official map, or other municipal authority or ordinances within the area designated to the other in the Boundary Agreement, and provides that in the event of a third party request for an annexation, which would have the effect of changing the Boundary Line, each municipality will consider the annexation and not oppose the annexation only where a mutual agreement between the municipalities may be reached. Where a mutual agreement may not be reached, each municipality shall actively oppose any attempt to effectuate any voluntary or involuntary annexation which would have the effect of changing the Boundary Line; and

**WHEREAS**, the Corporate Authorities of Manhattan and Elwood now wish to reaffirm the terms and provisions of the Boundary Agreement and to express in this

**SECTION 4.** Manhattan and Elwood will continue in good faith to discuss an extension of the Boundary Agreement.

**SECTION 5.** Each Section and part thereof of this Resolution is deemed to be severable, and should any section or part hereof be held invalid or unconstitutional by any court of competent jurisdiction, such ruling shall not affect the validity or constitutionality of the remaining portion(s) of this Resolution.

**SECTION 6.** All resolutions or parts thereof in conflict with the terms of this Resolution are hereby repealed and of no further force and effect to the extent of such conflict.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

*(signature pages to follow)*

PRESENTED and passed by the Board of Trustees on a roll call vote on the 17 day of October, 2017 with 6 Trustees voting AYE, 0 voting NAY, 0 ABSTAINING and 0 ABSENT; President Doyle voting AYE said vote being: Beemsterboer AYE, Reeves AYE, Doyle AYE, Biscan AYE, McDonough AYE, and Naughton AYE.

  
Mattie Becker, Village Clerk

APPROVED this 17 day of October, 2017.

  
James M. Doyle, President of the Board  
of Trustees of the Village of Manhattan

ATTEST:

  
Mattie Becker, Village Clerk



# Village of Manhattan

260 Market Place, Manhattan, Illinois 60442 • Phone: (815) 418-2100  
[www.villageofmanhattan.org](http://www.villageofmanhattan.org)

*VIA CERTIFIED MAIL*

February 9, 2018

Village of Elwood  
Julie Friebele, Village Clerk  
Marian Gibson, Village Administrator  
401 East Mississippi Avenue  
Elwood, Illinois 60421

Re: **NOTICE OF DEFAULT**  
Under the Elwood/Manhattan Boundary Agreement

Dear Ms. Friebele and Ms. Gibson:

I am writing on behalf of the Village of Manhattan to reiterate concerns that I have previously communicated to Elwood with respect to the proposed Compass Business Park (the "Project") in the unincorporated area east of Elwood. As you are aware, the Village of Manhattan and the Village of Elwood entered into an "Intergovernmental Jurisdictional Boundary Line Agreement Between the Village of Manhattan and Village of Elwood" dated November 15, 2006 (the "Boundary Agreement"). A significant portion of the Project is located on Manhattan's side of the Boundary Line.

Since my September 8, 2017 correspondence, Manhattan proposed to Elwood that the existing Boundary Agreement should be extended for a full 20 years to protect the interests of both communities. This "new" boundary agreement was rejected by Elwood in a 4-1 vote at its February 7<sup>th</sup> Board meeting.

Please consider this correspondence as written notice pursuant to Section 15 of the Boundary Agreement of the nature of Elwood's breaches of the Boundary Agreement.

As specified in more detail below, Elwood's breaches of the Boundary Agreement rest with its past and continuing efforts to annex unincorporated territory on Manhattan's side of the Boundary Line in addition to Elwood's past and ongoing exercise or attempts to exercise any zoning, planning control, subdivision control, official map, or other municipal authority or ordinances on Manhattan's side of the Boundary Line.

February 9, 2018  
Village of Elwood  
Page 3

Village of Elwood at some point in the future." It is clear from the Site Plan on NorthPoint's website that approximately 1,200 acres of the land that NorthPoint sought to annex to Elwood are on Manhattan's side of the Boundary Line.

On or about June 23, 2017, an "Elwood International Port Trip Generation Study" and Memorandum was provided to NorthPoint representatives concerning an evaluation to determine traffic characteristics for nearby industrial buildings in order to use in a future traffic impact analysis for Compass Business Park. This study included the area on the Manhattan side of the Boundary Line.

On or about June 23, 2017, Elwood engaged Ginkgo to provide "Planning Assistance in the review and consideration of the proposed Compass Business Park in Elwood, IL". The engagement identifies the project as an approximately 2,000 acre new industrial campus called Compass Business Park. This engagement references that the site is in unincorporated Will County today, and is planned to be annexed into the Village of Elwood.

On or about October 13, 2017, A Traffic Impact Study was provided to the Village of Elwood for the Compass Business Park. The cover letter of this traffic study reflects that it is for an industrial development proposed of approximately 2,100 acres of land. Information and analysis contained within the study was for a singular 2,100 acre project. The cover letter states that the submittal of this document is intended to initiate conversations with the Village of Elwood and IDOT regarding required improvements in the study area. This study was addressed to the Illinois Department of Transportation and the Village of Elwood. The boundaries of the project include the area on the Manhattan side of the Boundary Line.

Finally, a November 11, 2017 draft of a "Village of Elwood, Illinois, Annexation Agreement for Compass Business Park By and Among The Village of Elwood, Illinois and East Gate – Logistics Park Chicago, LLC" was created in an apparent effort on behalf of Elwood to plan for and ultimately annex properties in violation of the Boundary Agreement. While the Elwood Village Attorney has represented that certain language from this draft was removed, it is the position of the Village of Manhattan that the Project continues to be a unified project that spans the Boundary Line and that efforts to "separate" the Elwood side from the Manhattan side are a sham.

2. *Meetings establishing past and continuing efforts by Elwood to plan for and annex unincorporated territory on Manhattan's side of the Boundary Line.*

From August 14, 2016 through August 16, 2016, Elwood representatives, William Offerman, Ashleigh Spacht and Marian Gibson met with NorthPoint representatives in Kansas City, Missouri to plan the development of the Project.

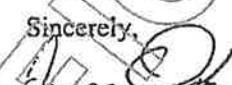
On or about September 12, 2016, NorthPoint representative Patrick Robinson met with Elwood

February 9, 2018  
Village of Elwood  
Page 5

- 1) Reconsider and approve the proposed "new" 20-year Boundary Agreement with Manhattan without changing the current boundary line on or before 15 days from receipt of this notice and prior to any Board action being taken by Elwood on the Project.
- 2) Provide a written and public acknowledgement that it will cease and desist from its past and ongoing efforts to plan for and annex any unincorporated territory on Manhattan's side of the Boundary Line; and
- 3) Provide a written and public acknowledgement that it will cease and desist from its past and ongoing exercise or attempt to exercise or enforce any zoning, planning control, subdivision control, official map, or other municipal authority or ordinances on the Manhattan side of the Boundary Line, including but not limited to planning and municipal authority related to public utilities, traffic impacts and roadway improvements.

As set forth in the Boundary Agreement, Elwood has fifteen (15) days to remedy its violations by complying with the aforementioned requests.

Sincerely,

  
James Doyle  
Village President

cc: Mayor Doug Jenco

## Julie Friebele

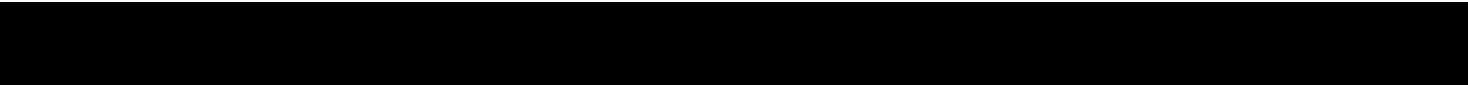
---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Fwd: FOIA request

---Forwarded using Multi-Forward Chrome Extension---

From: Marian Gibson  
Date: Mon Mar 12 2018 02:20:33 GMT+1100 (AEDT)  
Subject: Fwd: FOIA request  
To: Doug Jenco , Don LaPaglia , "Darryl P. Lab" , Jasen Melahn , Mary Matichak , Dean Lowrance  
Cc: Julie Friebele

All



Marian T. Gibson, ICMA-CM  
Village Administrator  
Village of Elwood  
401 E. Mississippi  
Elwood, IL 60421  
(815) 424-1095 Direct  
(815) 509-2282 Cell  
Email [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)

Begin forwarded message:

**From:** Julie Friebele <[julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com)>  
**Date:** March 10, 2018 at 10:52:19 PM CST  
**To:** [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)  
**Subject:** FW: FOIA request

FYI

One of the requests in the FOIA (below)

- I would also like a copy of these records that are on the list to be destroyed.

The numbers in parenthesis are boxes of documents, so she is requesting 211 boxes of documents.

Julie Friebele  
Executive Administrative Assistant  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-424-1079 Fax 815-423-6861

**From:** Kathy Bernhard <[katdug2@yahoo.com](mailto:katdug2@yahoo.com)>  
**Sent:** Friday, March 09, 2018 11:28 AM

**To:** [julie.friebel@villageofelwood.com](mailto:julie.friebel@villageofelwood.com); [villageclerk@villageofelwood.com](mailto:villageclerk@villageofelwood.com)

**Subject:** FOIA request

Dear Ms. Friebel,

I hereby request that I would like to receive records from the Village of Elwood through the Freedom of Information Act.

I am requesting a copy of the full application filed with the state for destruction of documents.

I would also like a copy of these records that are on the list to be destroyed:

Building Permits 1973-2018 (7)

Construction Project Files 1971-2018 (71)

Contract Files 2004-2018 (4)

Duplicate Audits & Misc. 1982-2018 (8)

Freedom of Information Requests/Answers-paper and electronic 1998-2018 (5)

IDOT 1990-2018 (1)

Individual Property Files from construction of -2018 (11)

Industrial/Commercial/Residential Building Plans 2000-2018 (6)

Land Use Plans 1998-2018 (1)

Legal Case Files-paper and electronic 1976-2018 (9)

Maps, plats & blue prints from incorporation-2018 (74)

Property Records, (dedications, vacations, easements, right of ways, etc.) 2004-2018 (3)

Resident Complaints 1982-2018 (1)

Subdivision Records first application-2018 (5)

Town Studies and Surveys 1999-2018 (3)

Zoning Records-paper and electronic 1993-2018 (2)

Thank you.

Kathy Bernhard

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Vacant Board Seat

----Forwarded using Multi-Forward Chrome Extension---

From: Jodie  
Date: Sat Mar 10 2018 09:05:21 GMT+1100 (AEDT)  
Subject: Vacant Board Seat  
To: [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)

Dean, I would like to put my name in for the vacant board seat. If you need additional information from me, please do not hesitate to ask. Thank you for your time and consideration. Best regards, Jodie Bertucci Sent from my iPad

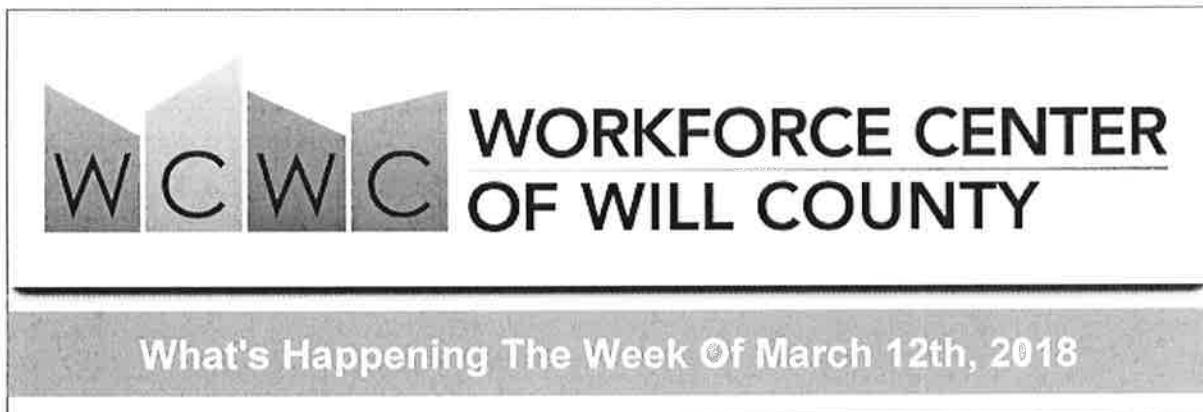
**Julie Friebele**

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: What's Happening At The Workforce Center of Will County

----Forwarded using Multi-Forward Chrome Extension---

From: Workforce Center of Will County  
Date: Fri Mar 09 2018 22:01:12 GMT+1100 (AEDT)  
Subject: What's Happening At The Workforce Center of Will County  
To: [electedofficials@villageofelwood.com](mailto:electedofficials@villageofelwood.com)





# We're ready to hire.

## Weekly Job Fair

**When:**

Thursday March 15, 2018  
9:00am – 11:00am

**Where:**

Workforce Center of Will County  
2400 Glenwood Ave, Suite 100  
Joliet, IL 60435

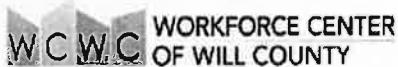
**Companies attending:**

American School Bus Company  
Autobahn Country Club  
Axcess Staffing  
Employment & Employer Services  
First Student  
Staffmark  
TruGreen

**Positions available:**

Clerical Associates, CNC Machinist Trainee,  
Flagging and Communication Worker,  
Forklift Operators, General Laborers,  
Material Handlers, Prep Cook,  
Residential Lawn Specialist,  
Residential Sales Representative,  
School Bus Drivers,  
Track Maintenance Worker,  
Warehouse Associates

Bring your resume, dress for success, be ready for an interview!

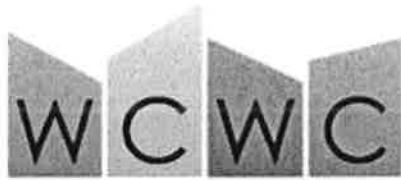


2400 Glenwood Avenue | Joliet, IL 60435  
Phone: 815.727.4444 | TDD/Relay: 711  
[www.will.works](http://www.will.works)



Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities.

## Workshops/Events



# WORKFORCE CENTER OF WILL COUNTY

The Workforce Center of Will County offers services to job seekers to assist them in their job search. All events are held at 2400 Glenwood Avenue in Joliet and descriptions are attached to this schedule.

## MARCH 2018



### Workshops

**Career Café\***  
Tues, 3/6, 9:30 a.m.  
Tues, 3/13, 9:30 a.m.  
Tues, 3/20, 9:30 a.m.

**Illinois JobLink**  
Tues, 3/6, 10:30 a.m.  
Tues, 3/13, 10:30 a.m.  
Tues, 3/27, 10:30 a.m.

**Math Review**  
Tues, 3/6, 2:00 p.m.  
Tues, 3/13, 2:00 p.m.  
Tues, 3/20, 2:00 p.m.  
Tues, 3/27, 2:00 p.m.

**Allison.com Orientation**  
Tues, 3/13, 1:30 p.m.

**Microsoft Excel**  
Thurs, 3/1, 10:30 a.m.  
Mon, 3/5, 1:30 p.m.  
Mon, 3/19, 1:30 p.m.  
Thurs, 3/29, 10:30 a.m.

**Microsoft PowerPoint**  
Thurs, 3/15, 10:30 a.m.  
Thurs, 3/29, 2:00 p.m.

**Microsoft Word**  
Thurs, 3/8, 10:30 a.m.  
Mon, 3/12, 1:30 p.m.  
Thurs, 3/22, 10:30 a.m.  
Mon, 3/26, 1:30 p.m.

**Job Readiness Workshop**  
Wed, 3/7, 9:30 a.m.  
Wed, 3/21, 9:30 a.m.

**Standout Résumé Workshop**  
Fri, 3/2, 9:30 a.m.

**Successful Interviewing Workshop**  
Thurs, 3/8, 10:30 a.m.

**LinkedIn Lab**  
Wed, 3/14, 2:30 p.m.

**Networking Workshop**  
Thurs, 3/22, 10:30 a.m.

**Master Your Job Search Workshop**  
Fri, 3/23, 1:30 p.m.



### Training

**Industry Orientation\***  
(Professional/Financial/  
Information Technology)  
Tues, 3/6, 9:00 a.m.  
Thurs, 3/15, 1:30 p.m.  
Tues, 3/20, 9:00 a.m.  
Mon, 3/26, 1:30 p.m.

**On The Job Training Orientation**  
Mon, 3/12, 10:00 a.m.  
Mon, 3/19, 10:00 a.m.  
Mon, 3/26, 10:00 a.m.

**Industry Orientation\***  
(Manufacturing/Transportation/  
Distribution/Logistics)  
Thurs, 3/1, 1:30 p.m.  
Thurs, 3/8, 1:30 p.m.  
Mon, 3/12, 1:30 p.m.  
Thurs, 3/22, 1:30 p.m.  
Tues, 3/27, 9:00 a.m.

**Industry Orientation\***  
(Healthcare)  
Mon, 3/5, 1:30 p.m.  
Tues, 3/13, 9:00 a.m.  
Mon, 3/19, 1:30 p.m.  
Thurs, 3/29, 1:30 p.m.

**Adult Education Info Session**  
Tues, 3/13, 1:30 p.m.

**High School Equivalency (GED)\***  
Mon, 3/5, 9:00 a.m.  
Wed, 3/7, 9:00 a.m.  
Mon, 3/12, 9:00 a.m.  
Wed, 3/14, 9:00 a.m.  
Mon, 3/19, 9:00 a.m.  
Wed, 3/21, 9:00 a.m.  
Mon, 3/26, 9:00 a.m.  
Wed, 3/28, 9:00 a.m.



### Job Fairs

Thurs, 3/1, 9:00 a.m. - 11:00 a.m.  
Wed, 3/21, 1:30 p.m. - 3:30 p.m.

Wed, 3/7, 1:30 p.m. - 3:30 p.m.  
Thurs, 3/29, 9:00 a.m. - 11:00 a.m.

Thurs, 3/15, 9:00 a.m. - 11:00 a.m.

Please note that ALL events, unless indicated, are offered on a walk-in basis, with no advance registration needed.

\*Advance registration is needed for these events  
(Industry Orientation, High School Equivalency (GED) & Career Café)

[Unsubscribe electedofficials@villageofelwood.com](mailto:Unsubscribe_electedofficials@villageofelwood.com)

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**Constant Contact** 

Try it free today

## Julie Friebele

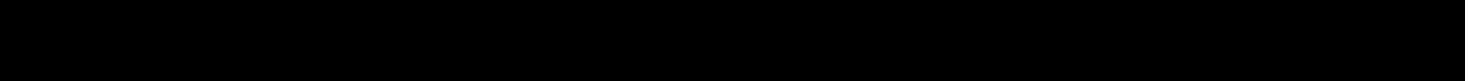
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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: FW: Attached Image  
**Attachments:** 2483\_001.pdf

----Forwarded using Multi-Forward Chrome Extension---

From: Marian Gibson  
Date: Wed Mar 14 2018 11:38:08 GMT+1100 (AEDT)  
Subject: FW: Attached Image  
To: "Darryl P. Lab" , Dean Lowrance , Don LaPaglia , Doug Jenco , Jasen Melahn , Mary Matichak

All,



*Marian T. Gibson, ICMA-CM*

Village Administrator  
Village of Elwood  
401 East Mississippi Ave.  
Elwood, IL 60421  
[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)  
815 424-1094 (Direct)  
815 509-2282 (Cell)  
815 423-6861 (Fax)

**From:** Kenneth Carlson <[kcarlson@tracylawfirm.com](mailto:kcarlson@tracylawfirm.com)>  
**Sent:** Tuesday, March 13, 2018 2:28 PM  
**To:** Marian Gibson <[marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)>  
**Subject:** FW: Attached Image

***Kenneth Carlson***

Tracy, Johnson & Wilson  
2801 Black Road, Second Floor  
Joliet, Illinois 60435  
(815) 723-8500  
(815) 727-4846 - Fax

CONFIDENTIALITY NOTICE: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender at (815) 723-8500.

CIRCULAR 230 DISCLOSURE: To ensure compliance with Treasury Department regulations, we inform you that, unless specifically indicated otherwise, any tax advice contained in this message, including any attachments, was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable state or local tax law provisions or (ii) promoting, marketing or recommending to another party the matters addressed herein.

**From:** scanner  
**Sent:** Tuesday, March 13, 2018 2:35 PM  
**To:** Kenneth Carlson <[kcarlson@tracylawfirm.com](mailto:kcarlson@tracylawfirm.com)>  
**Subject:** Attached Image

**Julie Friebele**

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Northpoint

----Forwarded using **Multi-Forward Chrome Extension**---

From: Terri Darin  
Date: Fri Mar 09 2018 13:54:34 GMT+1100 (AEDT)  
Subject: Northpoint  
To: ["dean.lowrance@villageofelwood.com"](mailto:dean.lowrance@villageofelwood.com)

Did you read the statement that O'Dekirk said in the herald news  
Sent from Yahoo Mail on Android

## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Please vote NO to NorthPoint  
**Attachments:** image1.jpeg; image2.jpeg

----Forwarded using Multi-Forward Chrome Extension---

From: Annette Kangas  
Date: Fri Mar 09 2018 09:03:47 GMT+1100 (AEDT)  
Subject: Please vote NO to NorthPoint  
To: [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com) , Doug Jenco , Marian Gibson , [mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com) , Darryl Lab , [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)  
Cc: [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com)

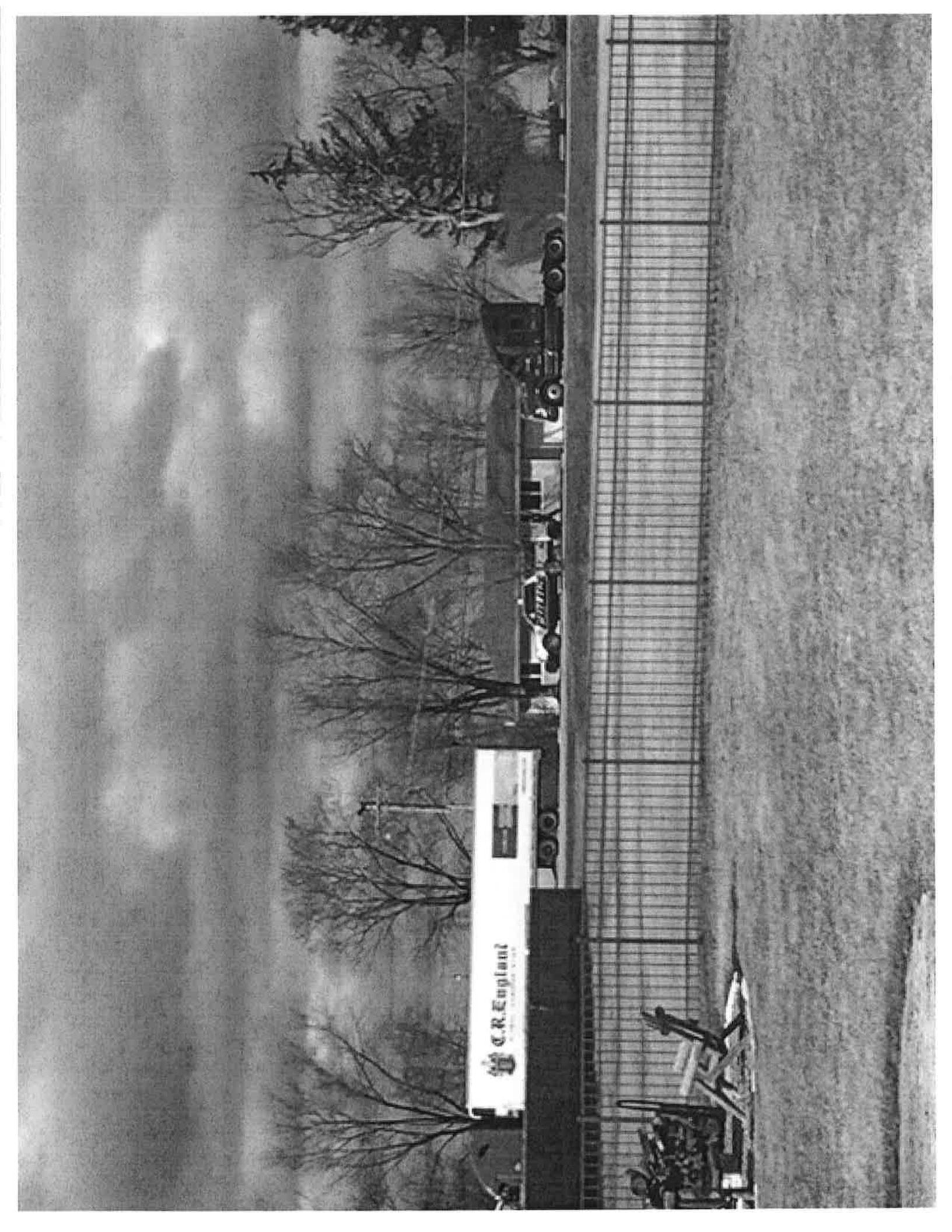
Good afternoon Mayor Jenco and Elwood board members: A photo of a regular occurrence outside of our subdivision on a week day during busy bus routes at 3:30 in the afternoon. 3 semis pulled over at the same time! This is a 5 Ton weight limit road outside of Wooded Cove subdivision. It is UNACCEPTABLE that these tractor trailers are speeding down our roads all day and night. Our Elwood police are busy writing tickets for this complete mess! Please do the responsible thing and vote NO to this NorthPoint project! You have a responsibility as our elected officials. PLEASE CHOOSE TO DO THE RIGHT THING. Your community of residents are counting on you! We do not want this project. We are against this project proposal as it was presented at the P&Z hearings. Sincerely, Annette and Sean Kangas  
Elwood's Sent from my iPhone



LANDSTAR



DRIVING



C.R. & P. 1910

## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: RE: FOIA Request

----Forwarded using Multi-Forward Chrome Extension---

From: Dean Lowrance  
Date: Sat Mar 10 2018 01:50:39 GMT+1100 (AEDT)  
Subject: RE: FOIA Request  
To: Julie Friebele

I have no documents nor emails that comply with this FOIA request.

Dean Lowrance

Sent from Mail for Windows 10

**From:** Julie Friebele  
**Sent:** Thursday, March 8, 2018 10:19 AM  
**To:** [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com); [doug.jenco@villageofelwood.com](mailto:doug.jenco@villageofelwood.com); [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com); [mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com); [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com); [darryl.lab@villageofelwood.com](mailto:darryl.lab@villageofelwood.com); [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com); Robbie Day; [fred.hayes@villageofelwood.com](mailto:fred.hayes@villageofelwood.com); Larry Lohmar; [doug.vaughn@villageofelwood.com](mailto:doug.vaughn@villageofelwood.com); [thomas.nagel@villageofelwood.com](mailto:thomas.nagel@villageofelwood.com); [jake.fanning@villageofelwood.com](mailto:jake.fanning@villageofelwood.com); [greg.hickey@villageofelwood.com](mailto:greg.hickey@villageofelwood.com)  
**Subject:** FW: FOIA Request  
**Importance:** High

Please review the FOIA request below and send me all records pertaining to the said request.  
If you do not have any records responsive to the request, please send me an email stating that you do not have any responsive records.

Thank you,

Julie Friebele  
Village Clerk  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-424-1079 Fax 815-423-6861

**From:** stephanie irvine <[sirvine.84@gmail.com](mailto:sirvine.84@gmail.com)>  
**Sent:** Wednesday, March 07, 2018 10:26 PM  
**To:** Julie Friebele <[julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com)>  
**Subject:** FOIA Request

Good evening, Julie -

In accordance with the Freedom of Information Act, I am requesting the following documents:

- Any and all communication from Trustee Don LaPaglia from 2016-present.

You can exclude his resignation letter since that was sent to me last time.

Thanks!

Stephanie

**Stephanie Irvine | Copywriter**

**IRVINE COPYWRITING**

MOBILE + OFFICE: 815.693.9957  
26210 S. Cherry Hill Rd., Manhattan, IL 60442  
[sirvine.84@gmail.com](mailto:sirvine.84@gmail.com)  
[www.irvinecopywriting.com](http://www.irvinecopywriting.com)

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## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Fw: FOIA Request - Budget

---Forwarded using **Multi-Forward Chrome Extension**---

From: Michelle Peterson  
Date: Thu Mar 08 2018 10:54:02 GMT+1100 (AEDT)  
Subject: Fw: FOIA Request - Budget  
To: Doug Jenco , Darryl Lab , Dean Lowrance , Mary Matichak , Don Lapaglia , Jasen Melahn

Some questions answered.Thanks Julie. Wanted pass along in case she did not.

One of my biggest concerns with an answer is...where is the paperwork from the village build and why would it take more than month to locate these files? That is disturbing when the budget is requesting 120,000 for a new roof and a new boiler which clearly should be under warranty.

The other is the water increase...clearly states should be 20%- per Ehlers...We do not have a development at this time. We must start making this sustainable.

Please ask questions, cut unneeded spending and don't let this rush through without considering everything as a NEED or Want.

I think a refi on bonds as Ehlers stated is an immediate NEED. Mr. Jenco and trustees please push this issue of importance.

Thank you!

Respectfully,

Michelle Peterson

Village of Elwood Resident

On Wednesday, March 7, 2018 4:40 PM, Julie Friebele <[julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com)> wrote:

Good Afternoon Ms. Peterson,

This email is in response to your FOIA requests as follows:

1. What part of the budget is unsustainable without borrowing from other accounts? Sewer/water I know is one....

**Response: The Water & Sewer Fund is the only unsustainable fund.**

2. Verizon 47,100?? how many phones? Smart phones, what kind. What service is provided? How many have them? Are they all needed, or can some be just a contact phone? Have we honestly looked at other options/providers? 4000 a month seems quite high to me.

**Response: Verizon \$18,000, covers 40 lines. All fulltime employees, the mayor, children's garden, summer help, water meter reading system (several lines are needed if one fails, the other will operate). The average monthly cost per line is \$37.50.**

**Call One \$27,600 covers all other Village telephones, faxes, lift stations, well houses, sewer plant, water plant, water tower, Scada system, fire alarm (several lines are needed at multiple locations if one fails the other will operate).**

**Miscellaneous Expense \$1,500, used for replacement of equipment, in my experience this has not been used, budgeted as a contingency expense.**

**The Village receives government pricing from Verizon.**

3. Sewer was recommended to go up by 20% per Ehlers? Why not 20%? Last meeting it was said to be 6%. That does not match what Ehlers has stated. I think it should as stated by Ehlers do the 20% to make it more sustainable.

**Response: The 20% increase referenced in the Ehlers financial management plan would be required if no new development came into the Village.**

4. Will Ehlers be coming back to clarify more to the village and residents a sustainable plan to refinance and Plan A, B and C to go forward?

**Response: The Village is planning a follow up presentation, no date has been set at this time.**

5. What steps have been taken to cut the budget? ANY? Has it been amended or stayed the same since I requested it early Feb?

**Response: The budget process will be outlined in the upcoming newsletter and it begins in October, the draft at the public hearing was reduced from the original department requests.**

**There were 3 adjustments made since the public hearing:**

1. Water Rate increased from 5% to 6%
2. \$16,000 for engineering was removed from the W&S Capital Fund, this will be completed this fiscal year (emergency)
3. \$315,000 has been added to W&S Capital Fund, this item has been moved up on the 5-year capital plan due to an emergency repair.

7. I think I seen a new sign at the parks...stating address? We should watch out spending IMO - on everything. When did they go in?

**Response: Every property must have an address posted for "911" emergency services, most Elwood residents would know what the address is however out of town guests may not. The sign was placed over one year ago.**

7. Elwood days funding, does that put us in debt or sustain itself?

**Response: Last year was the first year the Village took over this event, we have already began soliciting donations from local businesses and vendors and sale of carnival wrist bands will help defray the costs of putting on this event. The Village anticipates spending only the funds received.**

8. Are we spending within our means or borrowing still?

**Response: This budget does not reflect the village issuing any new debt and ending the year with surplus.**

9. Is there a littering ordinance? Fines being handed down to CenterPoint, it's a mess over there?

**Response: We do not have a local ordinance, but we enforce the State Law, The Village has been working with the property manager from CenterPoint, letting them know the issue is growing and tickets will be issued if they remain noncompliant.**

10. Did the roof papers from the build of village hall get found? If so is it covered as not to redo at this time since it's less than 10 years old? Also, the other improvements listed like boiler and work out back etc. for village hall, can that be used to pay down debt instead of used to do things we probably do not need at this time.

**Response: The warranty for the roof and the boiler are being researched.**

11. Wooded Cove resident stated lights are ok? Did we check to see how many replacements have taken place and find out if it is above a norm or acceptable? If not that many replacements.... I would hope to curtail spending on that as well.

**Response: On average the Village is making repairs twice per month, when a strong wind shakes the poles causing the lighting mechanism to come loose and requires additional repairs, certain parts are no longer available, the all-around quality is poor. The replacement to LED bulbs will save future electric costs as well.**

Thank you,

Julie Friebele  
Village Clerk  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-424-1079 Fax 815-423-6861

## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Agenda item

---Forwarded using Multi-Forward Chrome Extension---

From: Michelle Peterson  
Date: Wed Mar 07 2018 21:24:11 GMT+1100 (AEDT)  
Subject: Agenda item  
To: Darryl Lab , Dean Lowrance , Doug Jenco , Mary Matichak , Don Lapaglia , Jasen Melahn

7.1.7 A Resolution for the Extending the Time for the Village Board Action on the Plan Commission Recommendation  
Regarding the Land Use Application of East Gate – Logistics Park Chicago, LLC – Consideration

Good morning,

I have seen on the Agenda for tonight's meeting is a resolution (consideration) for extending time for action regarding land use and the planning and zoning recommendation to you, the board of the village of Elwood for East Gate.

I would ask that you do not support an extension of time for consideration on East gate. I believe most of your constituents are not in favor of this development and I know I am not.

Please do not consider an extension of time for something we do not want. Let's instead focus on the budget and the ways to get ourselves out from under this debt and rouge spending and go forward fiscally responsible with a plan B or plan C.

Respectfully,

Michelle Peterson

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Re: Budget

----Forwarded using **Multi-Forward Chrome Extension**---

From: Robbie Day  
Date: Wed Mar 07 2018 07:41:53 GMT+1100 (AEDT)  
Subject: Re: Budget  
To: Michelle Peterson  
Cc: Marian Gibson , Darryl Lab , Dean Lowrance , Doug Jenco , Mary Matichak , Don Lapaglia , Jasen Melahn

I had planned to meet briefly with Ms. Day, Ms. Gibson and Mr. Melahn today regarding some budget questions. It did not work out. I see it is on the agenda for tomorrow so I will throw more questions/concerns I have out here.

1. What part of the budget is unsustainable without borrowing from other accounts? Sewer/water I know is one....
  
2. Verizon 47,100?? how many phones? Smart phones, what kind. What service is provided? How many have them? Are they all needed or can some be just a contact phone? Have we honestly looked at other options/providers? 4000 a month seems quite high to me.

**Verizon is \$18,000, this covers 40 lines. All full time employees, the Mayor, Children's Garden, Summer Help, Water Meter Reading System**

**Call One is \$27,600 this covers all other Village telephones, faxes, lift stations, wells, sewer plant, water plant, water tower, scada system etc.**

**Miscellaneous Expense: \$1,500, used for replacement of equipment, in my experience this has not been used, entered as a contingency expense.**

3. Sewer was recommended to go up by 20% per Ehlers? Why not 20%? Last meeting it was said to be 6%. That does not match what Ehlers has stated. I think it should be stated by Ehlers to make it more sustainable.

**The 20% increase would be needed if no new development came into the Village (ie NorthPoint)**

4. Will Ehlers be coming back to clarify more to the village and residents a sustainable plan to refinance and Plan A ,B and C to go forward?

**The Village is planning a follow up presentation, no date has been set at this time.**

5. What steps have been taken to cut the budget? ANY? Has it been amended or stayed the same since I requested it early Feb?

6. I think I seen a new sign at the parks...stating address? We should watch out spending IMO - on everything. When did they go in?
7. Elwood days funding, does that put us in debt or sustain itself??
8. Are we spending within our means or borrowing still

9. Is there a littering ordinance? Fines being handed down to Centerpoint, it's a mess over there?

8. Did the roof papers from the build of village hall get found? If so is it covered as not to redo at this time since it's less than 10 years old? Also, the other improvements listed like boiler and work out back ect for village hall, can that be used to pay down debt instead of used to do things we probably do not need at this time.
9. Wooded Cove resident stated lights are ok? Did we check to see how many replacements have taken place and find out if it is above a norm or acceptable? If not that many replacements.... I would hope to curtail spending on that as well.

On Tue, Mar 6, 2018 at 2:05 PM, Robbie Day <[robbie.day@villageofelwood.com](mailto:robbie.day@villageofelwood.com)> wrote:

I had planned to meet briefly with Ms. Day, Ms. Gibson and Mr. Melahn today regarding some budget questions. It did not work out. I see it is on the agenda for tomorrow so I will throw more questions/concerns I have out here.

1. What part of the budget is unsustainable without borrowing from other accounts? Sewer/water I know is one....
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8. Are we spending within our means or borrowing still?
9. Is there a littering ordinance? Fines being handed down to Centerpoint, it's a mess over there?
10. Did the roof papers from the build of village hall get found? If so is it covered as not to redo at this time since it's less than 10 years old? Also, the other improvements listed like boiler and work out back ect for village hall, can that be used to pay down debt instead of used to do things we probably do not need at this time.
11. Wooded Cove resident stated lights are ok? Did we check to see how many replacements have taken place and find out if it is above a norm or acceptable? If not that many replacements.... I would hope to curtail spending on that as well.

On Tue, Mar 6, 2018 at 2:02 PM, Michelle Peterson <[mpaerosmth@att.net](mailto:mpaerosmth@att.net)> wrote:

Good Afternoon all

I had planned to meet briefly with Ms. Day, Ms. Gibson and Mr. Melahn today regarding some budget questions. It did not work out. I see it is on the agenda for tomorrow so I will throw more questions/concerns I have out here.

1. What part of the budget is unsustainable without borrowing from other accounts? Sewer/water I know is one....
2. Verizon 47,100?? how many phones? Smart phones, what kind. What service is provided? How many have them? Are they all needed or can some be just a contact phone? Have we honestly looked at other options/providers? 4000 a month seems quite high to me.
3. Sewer was recommended to go up by 20% per Ehlers? Why not 20%? Last meeting it was said to be 6%. That does not match what Ehlers has stated. I think it should be stated by Ehlers to make it more sustainable.
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11. Wooded Cove resident stated lights are ok? Did we check to see how many replacements have taken place and find out if it is above a norm or acceptable? If not that many replacements.... I would hope to curtail spending on that as well.

Are my village trustees asking questions and or going over the budget with a fine tooth comb? I hope so as it's dire we do NOT over spend and pay down as much debt as possible as soon as possible. IMO! PLEASE LOOK OVER EVERYTHING AND QUESTION ALL SPENDING AS A NEED NOT WANT.

Respectfully,  
Michelle Peterson

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Robbie Day, Finance  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-423-6778  
815-423-6861

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Robbie Day, Finance  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-423-6778  
815-423-6861

## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Meeting with Darryl Lab  
**Attachments:** invite.ics

----Forwarded using **Multi-Forward Chrome Extension**---

From: [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)  
Date: Tue Mar 06 2018 06:57:49 GMT+1100 (AEDT)  
Subject: Meeting with Darryl Lab  
To: engineering , Darryl Lab , David Silverman , Dean Lowrance

## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: MIDEWIN NEWS: USDA Forest Service - Official @Illinois200 Bicentennial event: "The Land before Lincoln: Midewin in 1818"  
**Attachments:** image001.png; image002.png; image003.png; image004.png; Midewin NR 038 Winter Lecture Series Bicentennial Talk 2 28 2018.doc

----Forwarded using Multi-Forward Chrome Extension---

From: "Hinke, Veronica - FS"  
Date: Tue Mar 06 2018 07:03:50 GMT+1100 (AEDT)  
Subject: MIDEWIN NEWS: USDA Forest Service - Official @Illinois200 Bicentennial event: "The Land before Lincoln: Midewin in 1818"  
To: "Hinke, Veronica - FS"  
Cc: "Hinke, Veronica - FS"

### News Release

**WILMINGTON, III. (March 5, 2018)** – Imagine what the land of Lincoln was like – *before* Lincoln. Travel back in time and find out. On Thursday, March 15, 2018, Joe Wheeler, Archaeologist, Tribal Liaison and Heritage Program Manager with the USDA Forest Service's Midewin National Tallgrass Prairie, will explore what life was like here in 1818. This special program, "The Land before Lincoln: Midewin in 1818," is endorsed by the State of Illinois as an official @Illinois200 Bicentennial event. We are #IllinoisProud.

Illinois became a state 200 years ago in 1818. While southern Illinois had already been settled by Euro-American agriculturalists from the southeast, what was going on here in the vicinity of Midewin? Joe Wheeler will talk about what life was like here at the time of statehood and its immediate aftermath, and what traces still exist on the land.

The program will be held at the Midewin Welcome Center, 30239 S. State Rt. 53 Wilmington, IL 60481.

Doors will open at 6:30 p.m. with light refreshments provided by the Midewin Alliance.

Space is limited and registration is required. Please call 815-423-6370 or e-mail [Midewin\\_RSVP@fs.fed.us](mailto:Midewin_RSVP@fs.fed.us) to guarantee your seat.

The Midewin Winter Lecture series is scheduled to continue every other Thursday through March 29, 2018. The full schedule is available online, here: [https://www.fs.usda.gov/Internet/FSE\\_DOCUMENTS/fseprd565020.pdf](https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fseprd565020.pdf).

For more information and updates about Midewin, see: <https://www.fs.usda.gov/main/midewin/home>; on Twitter: <https://twitter.com/MidewinNatTP> (@MidewinNatTP); on Facebook: <https://www.facebook.com/Midewin/> (@Midewin).

###



Veronica Hinke  
Public Affairs Officer &  
Public Services Team Leader  
Forest Service  
Midewin National Tallgrass Prairie

p: 815-423-2162

c: 815-386-0711

f: 815-423-6370

[vhinke@fs.fed.us](mailto:vhinke@fs.fed.us)

[www.fs.fed.us](http://www.fs.fed.us)



Caring for the land and serving people

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## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: 3-7-2018 Village Board Meeting Package  
**Attachments:** 3-7-2018 Village Board Meeting Package.pdf

----Forwarded using Multi-Forward Chrome Extension---

From: Julie Friebele  
Date: Sat Mar 03 2018 11:15:17 GMT+1100 (AEDT)  
Subject: 3-7-2018 Village Board Meeting Package  
To: [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com), [fred.hayes@villageofelwood.com](mailto:fred.hayes@villageofelwood.com), [doug.jenco@villageofelwood.com](mailto:doug.jenco@villageofelwood.com), [mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com), [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com), [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com), [larry.lohmar@villageofelwood.com](mailto:larry.lohmar@villageofelwood.com), [engineering@villageofelwood.com](mailto:engineering@villageofelwood.com), [darryl.lab@villageofelwood.com](mailto:darryl.lab@villageofelwood.com), [dsilverman@msclawfirm.com](mailto:dsilverman@msclawfirm.com), [jkielian@msclawfirm.com](mailto:jkielian@msclawfirm.com), [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com), [robbie.day@villageofelwood.com](mailto:robbie.day@villageofelwood.com)

Good Afternoon All,

Attached is the 3-7-2018 Village Board meeting package.

Please Note: Agenda Item 7-1-5 Intergovernmental Agreement with Elwood Fired Protection District will be distributed on 3-7-2018.

Please notify me if you will be unable to attend the meeting.

Thank you and enjoy your weekend!

Julie Friebele  
Village Clerk  
Village of Elwood  
401 E. Mississippi Avenue  
Elwood, IL 60421  
815-424-1079 Fax 815-423-6861

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Budget questions asked and answered by Robbie day

----Forwarded using **Multi-Forward Chrome Extension**---

From: Michelle Peterson  
Date: Tue Mar 06 2018 06:32:54 GMT+1100 (AEDT)  
Subject: Budget questions asked and answered by Robbie day  
To: Jasen Melahn , Darryl Lab , Dean Lowrance , Doug Jenco , Mary Matichak , Don Lapaglia

I Wanted you all to know I asked many questions about our budget and have more questions. If this was not shared with you I wanted to share. Answers are in red from Robbie Day. I will be sending some more and will forward or CC my email.

Good Morning Michelle,

Here are my responses to your questions, if you need further clarification, please let Marian or I know if we can be of further assistance.

Thanks,

Robbie

1. Page 217 and 219 state - there is a reimbursement from developer. What developer?

The Developer is CenterPoint, this item is part of a prior agreement they have with the Village

2. Pg 209 and 211 statement about TIF pass through expense and revenue - can you clarify these pages for me?

This fund is used to account for the dollars received and disbursed regarding the TIF Fund, the revenues are property taxes received from the property owners located within the TIF District, those taxes are then used to pay down the TIF debt. The TIF debt is sometimes referred to as, pay as you go debt, meaning the Village only disburses the amount of money collected, once the TIF expires in 2023 any remaining debt simply goes away.

3. Is the TIF over with Centerpoint in 2021?

The TIF expires in 2023

4. What amount of revenue that will be realized in property taxes once the TIF is over with Centerpoint?

We are estimating the additional tax dollars the Village will receive is approximately \$530,000

5. How much do village officials pay in percentage of their health insurance costs?

Elected officials do not receive any health insurance benefits, but Village employees pay 25% of the cost of coverage.

6. Verizon seems quite expensive pg 58. Are there other options or contracts that can be re-evaluated? 47,1

Verizon covers all village issued cellphones (police,etc), telephones directly related to the Utility Billing reader system, Call One covers all other Village telephones,(admin, police, streets, wells, water treatment plant, sewer treatment plant, water tower, servers, and emergency services. The Village regularly searches providers for the most cost effective options.

7. Pg 68 states bank charges of 10,000? What is this for?

This a combination of monthly bank fees and credit card fees directly associated with processing of revenues paid via credit card/debit card/epay (water bills, building permits, police fines, etc.)

8. Meetings and Luncheons pg 59 - who, what where and when does this take place?

This line item includes training and seminars attended by Village staff for continued professional development as well as meetings to keep the Village up to date on current laws and regulations. This budgeted line item has been reduced base on current needs.

9. pg 51 Admin uniforms? who is required to wear uniforms or what exactly is this reimbursement?  
New Village board members, commission and committee are provided with a jacket with the Village logo, while park employees & janitorial staff are provided t-shirts with Village logo.

10. pg 221 - more bank charges- 67,000- clarification please  
These are credit card fees directly associated with the processing of the Overweight Permits

11. Are all bonds callable 2006 B, 2010, 2015? The last pages?? Can they be re-financed now in this budget to save more money on interest before the rates increase more??  
No only the 2006 and 2010B are refundable at this time, we are researching our best options and reviewing the impact to residents. Current interest rates are 2.45% for 2015 Bonds and 3.5% for 2010A, these are the bonds we are currently making payments on.

12. What is our actual bond Debt that we owe if paid today  
\$26,000,000 if paid today

These are a few questions I had...

Sorry, One thing stood out to me....

On the village website on 1/24/18 it stated we can realize 27 million per a year in property taxes on Centerpoint intermodal.

Yesterday it stated 12 million.

530,000 is far from those 2 amounts. Can you clarify please?

Thank you!

Michelle,

Not a problem, the \$27MIL was the original estimate from years ago, that number needed to be updated as the project did not develop as anticipated, hence the corrected amount of \$12MIL. The \$12MIL represent the entire anticipated amount of money to be generated for ALL taxing bodies,(the schools, fire department, the county, township, etc.) at final build out and the \$530,000 is just what the Village would receive. Hope this answers your question.

Thanks,  
Robbie

I still have questions....And I hope you all do too!

Respectfully,  
Michelle Peterson

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: WILL COUNTY CLERK: Important Statement of Economic Interests Filing Information!

----Forwarded using Multi-Forward Chrome Extension---

From: Rebecca Leder  
Date: Fri Mar 02 2018 03:45:15 GMT+1100 (AEDT)  
Subject: WILL COUNTY CLERK: Important Statement of Economic Interests Filing Information!  
To:

Dear Statement of Economic Interests Filer,

The Unit of Local Government with which you are affiliated has certified to us that you are required to file a Statement of Economic Interests for the 2018 year. If you have filed one in the past, you may be anticipating receiving a familiar yellow form in the mail. However, for 2018 the Will County Clerk's Office has transitioned to an Online Filing System.

In order to digitally complete your filing we have mailed you a letter containing instructions for accessing the System, as well as a unique Filer ID and Registration Key that you will need in order to set up your account. Please be on the lookout for this letter!

Here are a few helpful notes about the new digital filing process:

- The link to access the Online Filing System is included at the bottom of this e-mail. You will need to have your letter that we mailed you available in order to register your account before completing your filing.
- When accessing the system for the first time, you will need to click on "New User? CREATE ACCOUNT" and complete the account registration using the Filer ID and Registration Key provided in your letter.
- After registering your account, verifying your information, and submitting your filing, you will receive an e-mail confirmation that serves as your receipt.
- We have created a detailed "Instructions" page, as well as a "Frequently Asked Questions" guide to help you complete your filing. Both can be found on our main Statement of Economic Interests Online Filing System Page at <https://www.thewillcountyclerk.com/statements-of-economic-interests/>, under the "File Your Statement Here" section. They are also linked at the bottom of this e-mail.

As always, please do not hesitate to contact our office with any questions.

Thank you for your cooperation in the transition to this new system!

The Will County Clerk's Ethics Department  
815-740-4628  
[clerkethics@willcountyillinois.com](mailto:clerkethics@willcountyillinois.com)

[Click Here for the Online Filing System](#)

[Click Here for Filers' Instructions for Completing Your Online Filing](#)

[Click Here for Filers' Frequently Asked Questions](#)

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Concerned Resident

----Forwarded using **Multi-Forward Chrome Extension**---

**From:** Ken Schaffer  
**Date:** Thu Mar 01 2018 10:36:49 GMT+1100 (AEDT)  
**Subject:** Concerned Resident  
**To:** [doug.jenco@villageofelwood.com](mailto:doug.jenco@villageofelwood.com), [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com), [mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com), [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com), [darryl.lab@villageofelwood.com](mailto:darryl.lab@villageofelwood.com), [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com), [julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com)

As a resident of Elwood, I am writing to express my opinion of the Compass Business Park Proposal. I am completely dissatisfied with the Planning and Zoning Board's decision to approve the rezoning which would allow North Point the opportunity to build Compass Business Park. I am completely **AGAINST** the purposed plan. As an elected official for the people of Elwood, I ask that you vote **AGAINST** the purposed construction of Compass Business Park.

As a local real estate agent in Will County, it is my professional opinion that Compass Business Park will have a **NEGATIVE** effect on home values in the community. Again, I ask that your vote represents the people of the community and vote no.

Thank you.

Ken Schaffer

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Northpoint Development  
**Attachments:** DOC086.pdf

----Forwarded using Multi-Forward Chrome Extension---

From: Admin Post  
Date: Fri Mar 02 2018 07:26:37 GMT+1100 (AEDT)  
Subject: Northpoint Development  
To: [doug.jenco@villageofelwood.com](mailto:doug.jenco@villageofelwood.com), [don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com), [mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com), [jasen.melahn@villageofelwood.com](mailto:jasen.melahn@villageofelwood.com), [darryl.lab@villageofelwood.com](mailto:darryl.lab@villageofelwood.com), [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com), Julie Friebele - V of Elwood , [greg.hickey@villageofelwood.com](mailto:greg.hickey@villageofelwood.com), [jake.fanning@villageofelwood.com](mailto:jake.fanning@villageofelwood.com), [thomas.nagel@villageofelwood.com](mailto:thomas.nagel@villageofelwood.com), [doug.vaughn@villageofelwood.com](mailto:doug.vaughn@villageofelwood.com), [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)

Dear Village President Jenco, Village Board Members, Planning & Zoning Commission Members, Village Administrator, and Village Clerk,

Attached please find a letter from the Elwood Fire Protection District Board of Trustees concerning Northpoint Development.

Thank you for your time and consideration.

## Teri Post

Teri Post, Administrative Assistant  
Elwood Fire Protection District  
309 W. Mississippi Street  
Elwood, IL 60421-9211  
815.423.5224  
815.423.5783  
[Admin.Post@elwoodfpd.com](mailto:Admin.Post@elwoodfpd.com)



ESTABLISHED 1965

815/423-5224  
Fax: 815/423-5783

March 1, 2018

Village of Elwood  
ATTN: Village President Doug Jenco  
401 E. Mississippi Avenue  
Elwood, IL 60421

Dear President Jenco:

Congratulations on your appointment to Village President. The Elwood Fire Protection District looks forward to working with you and the Board of Trustees to continue making Elwood a great place to live and raise our families.

The purpose of this letter is to begin dialogue between Elwood Fire Protection District and the Village of Elwood concerning the Northpoint Development. Elwood Fire Protection District recently adopted Resolution #01082018 opposing the NorthPoint Development. The following points were taken into consideration prior to making the decision to adopt the Resolution:

- Our greatest concern is always the safety of people living, working, or passing through Elwood Fire Protection District.
- Thirteen people lost their lives in vehicles crashes in just over 1 year. This is an unprecedented loss of life which is the result of traffic on roads that were never designed to handle tens of thousands of trucks and cars each day.
- The Illinois Commerce Commission (ICC) cited safety concerns in its decision to close the Walter Strawn railroad crossing. Over 50 railroad crossing gates were broken in less than 1 year by vehicles going through the crossings. In addition, numerous Amtrak trains were forced to come to a complete stop because semi-tractor trailers were blocking the tracks.
- Infrastructure has grossly exceeded its design capacity. Interstate 55 (I-55) and Interstate 80 (I-80) bridges crossing the DesPlaines River need to be replaced and roadways widened. The Route 53 at I-80 interchange also needs to be updated. Adding more truck traffic to these structures without improvements could result in catastrophic failure.

President Jenco, the Elwood Fire Protection District requests that you consider the impact NorthPoint will have on residents of this community, its infrastructure, and the impact Northpoint will have on other local government agencies. Elwood Fire Protection District would

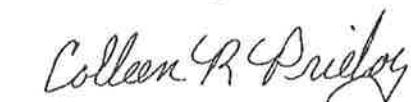
ask you to encourage NorthPoint and future developers to reach out formally to all local government agencies to discuss the size and scope of the proposed project and its impact on the their operations.

The Elwood Fire Protection District would like the opportunity to discuss these issues with you at your earliest opportunity.

Again, congratulations on your appointment and we look forward to working with you. Thank you for your many years of service to our community.

Sincerely,

  
Norman Fanning, President

  
Colleen Prieboy, Treasurer

  
John Stipanovich, Secretary

Cc All Village Trustees  
Marion Gibson

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Meeting with Darryl Lab  
**Attachments:** invite.ics

-----Forwarded using Multi-Forward Chrome Extension---

From: [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)  
Date: Thu Mar 01 2018 04:21:40 GMT+1100 (AEDT)  
Subject: Meeting with Darryl Lab  
To: engineering , Darryl Lab , David Silverman , Dean Lowrance

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Meeting with Don LaPaglia  
**Attachments:** invite.ics

----Forwarded using Multi-Forward Chrome Extension---

From: [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com)  
Date: Thu Mar 01 2018 04:21:26 GMT+1100 (AEDT)  
Subject: Meeting with Don LaPaglia  
To: Dean Lowrance

## Julie Friebele

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**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Canceled event: Meeting with Jasen Melahn @ Mon Mar 5, 2018 9am - 10:30am (CST) (dean.lowrance@villageofelwood.com)  
**Attachments:** invite.ics; invite.ics

----Forwarded using Multi-Forward Chrome Extension---

From: Julie Friebele  
Date: Thu Mar 01 2018 04:18:07 GMT+1100 (AEDT)  
Subject: Canceled event: Meeting with Jasen Melahn @ Mon Mar 5, 2018 9am - 10:30am (CST) ([dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com))  
To: [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)

**This event has been canceled and removed from your calendar.**

### Meeting with Jasen Melahn

When Mon Mar 5, 2018 9am – 10:30am Central Time  
Where Conference Room ([map](#))  
Video call [https://plus.google.com/hangouts/\\_/villageofelwood.com/meeting-with](https://plus.google.com/hangouts/_/villageofelwood.com/meeting-with)  
Calendar [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)  
Who 

- [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com) - organizer
- [julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com) - creator

Invitation from [Google Calendar](#)

You are receiving this email at the account [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com) because you are subscribed for cancellations on calendar [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com).

To stop receiving these emails, please log in to <https://www.google.com/calendar/> and change your notification settings for this calendar.

Forwarding this invitation could allow any recipient to modify your RSVP response. [Learn More](#).

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Invitation: Meeting with Jasen Melahn @ Mon Mar 5, 2018 9am - 10:30am (CST)  
(dean.lowrance@villageofelwood.com)  
**Attachments:** invite.ics; invite.ics

----Forwarded using **Multi-Forward Chrome Extension**---

From: Marian Gibson  
Date: Thu Mar 01 2018 04:07:11 GMT+1100 (AEDT)  
Subject: Invitation: Meeting with Jasen Melahn @ Mon Mar 5, 2018 9am - 10:30am (CST)  
([dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com))  
To: [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com), David Silverman , "['engineering@villageofelwood.com'](mailto:engineering@villageofelwood.com)"

[more details »](#)

### Meeting with Jasen Melahn

When Mon Mar 5, 2018 9am – 10:30am Central Time  
Where Conference Room ([map](#))  
Video call [https://plus.google.com/hangouts/\\_/villageofelwood.com/meeting-with](https://plus.google.com/hangouts/_/villageofelwood.com/meeting-with)  
Calendar [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)  
Who

- [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com) - organizer
- [julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com) - creator
- David Silverman
- [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)
- ['engineering@villageofelwood.com'](mailto:'engineering@villageofelwood.com)

Going? [Yes](#) - [Maybe](#) - [No](#) [more options »](#)

Invitation from [Google Calendar](#)

You are receiving this email at the account [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com) because you are subscribed for invitations on calendar [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com).

To stop receiving these emails, please log in to <https://www.google.com/calendar/> and change your notification settings for this calendar.

Forwarding this invitation could allow any recipient to modify your RSVP response. [Learn More](#).

## Julie Friebele

---

**From:** dean.lowranc@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:50 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Agreement  
**Attachments:** Annexation Agreement - Revised -1-22-2018 CLEAN (v4) 3.2.18.pdf; Annexation Agreement - Revised -1-22-2018 REDLINE (v4) 3.2.18.pdf; 3-2-18 Preliminary Draft - Property Tax Pro Forma.pdf

---Forwarded using Multi-Forward Chrome Extension---

From: Julie Friebele  
Date: Sat Mar 03 2018 09:46:02 GMT+1100 (AEDT)  
Subject: Agreement  
To: Dean Lowrance

## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Invitation: Meeting with Darryl Lab @ Wed Mar 7, 2018 9am - 10:30am (CST)  
(dean.lowrance@villageofelwood.com)  
**Attachments:** invite.ics; invite.ics

----Forwarded using **Multi-Forward Chrome Extension**---

From: Marian Gibson  
Date: Thu Mar 01 2018 03:58:53 GMT+1100 (AEDT)  
Subject: Invitation: Meeting with Darryl Lab @ Wed Mar 7, 2018 9am - 10:30am (CST)  
([dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com))  
To: [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com), "[engineering@villageofelwood.com](mailto:engineering@villageofelwood.com)" , Darryl Lab , David Silverman

[more details »](#)

### Meeting with Darryl Lab

When Wed Mar 7, 2018 9am – 10:30am Central Time

Where Conference Room ([map](#))

Video call [https://plus.google.com/hangouts/\\_/villageofelwood.com/meeting-with](https://plus.google.com/hangouts/_/villageofelwood.com/meeting-with)

Calendar [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)

Who

- [marian.gibson@villageofelwood.com](mailto:marian.gibson@villageofelwood.com) - organizer
- [julie.friebele@villageofelwood.com](mailto:julie.friebele@villageofelwood.com) - creator
- '[engineering@villageofelwood.com](mailto:engineering@villageofelwood.com)'
- Darryl Lab
- [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)
- David Silverman

Going? [Yes](#) - [Maybe](#) - [No](#) [more options »](#)

Invitation from [Google Calendar](#)

You are receiving this email at the account [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com) because you are subscribed for invitations on calendar [dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com).

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## Julie Friebele

---

**From:** dean.lowrance@villageofelwood.com  
**Sent:** Friday, April 06, 2018 11:51 AM  
**To:** julie.friebele@villageofelwood.com  
**Subject:** Fwd: Northpoint

----Forwarded using Multi-Forward Chrome Extension---

From: Terri Darin  
Date: Wed Feb 28 2018 11:18:04 GMT+1100 (AEDT)  
Subject: Northpoint  
To: "[mary.matichak@villageofelwood.com](mailto:mary.matichak@villageofelwood.com)" , "[don.lapaglia@villageofelwood.com](mailto:don.lapaglia@villageofelwood.com)" , "[jason.melahn@villageofelwood.com](mailto:jason.melahn@villageofelwood.com)" , Darryl Lab , "[dean.lowrance@villageofelwood.com](mailto:dean.lowrance@villageofelwood.com)"

Have you people notice all the garbage on center point road and laraway, it's discussing ,don't let are beautiful town turn into a garbage dump, please vote no

Sent from Yahoo Mail on Android

