

ORDINANCE NO. 19-06-11

AN ORDINANCE AUTHORIZING A STUDY OF THE FEASIBILITY  
OF ESTABLISHING TAX INCREMENT ALLOCATION FINANCING  
TO IMPROVE DETERIORATING PHYSICAL CONDITIONS  
AND STIMULATE NEW ECONOMIC DEVELOPMENT  
WITHIN THE PROPOSED CLARENDON HILLS  
DOWNTOWN TAX INCREMENT FINANCING DISTRICT

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**WHEREAS**, the Village of Clarendon Hills (the "Village") is a municipality organized under the laws of the State of Illinois; and

**WHEREAS**, the General Assembly of the State of Illinois has provided by law the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, (the "Act") to assist in the financing of certain improvements in areas which meet specified requirements; and

**WHEREAS**, the Village desires to investigate the feasibility of establishing tax increment allocation financing under the Act for a specific area in the Village, and to provide for a study therefor;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Clarendon Hills, DuPage County, Illinois, as follows:

**SECTION 1:** Ernst & Young LLP ("Consultant") is hereby authorized to prepare a study of the feasibility of establishing tax increment allocation financing under Illinois law, for the area designated in Exhibit A attached hereto and made part hereof, (the "Proposed Redevelopment Project Area"), pursuant to the agreement attached hereto as Exhibit B and made part hereof (the "Consultant Agreement"); said Consultant Agreement being hereby approved, and the Village President and Village Clerk being hereby authorized and directed to sign said Consultant Agreement on behalf of the Village.

**SECTION 2:** The purpose of establishing tax increment allocation financing in the Proposed Redevelopment Project Area is to improve deteriorating physical conditions in the area and thereby stimulate new economic development.

**SECTION 3:** As the Proposed Redevelopment Project Area contains seventy-five (75) or more inhabited residential units, and as the Village is not in a position to certify, at this time, that the achievement of the purpose set out in Section 2 above will not result in the displacement of the residents of ten (10) or more inhabited residential units, the feasibility study authorized by Section 1 of this Ordinance shall include the preparation of a housing impact study as set forth in the Act in Section 11-74.4-3(n)(5) (65 ILCS 5/11-74.4-3(n)(5)).

**SECTION 4:** A general description of tax increment allocation financing as permitted by Illinois law is attached hereto as Exhibit C and made a part hereof.

**SECTION 5:** All persons who wish to receive more information about the Proposed Redevelopment Project Area or who wish to comment on or make suggestions regarding the

redevelopment of the area to be studied should contact Dan Ungerleider, Community Development Director, Village of Clarendon Hills, 1 North Prospect Avenue, Clarendon Hills, Illinois 60514, telephone number (630) 286-5412.

**SECTION 6:** Immediately upon the adoption and approval of this Ordinance, a copy of this Ordinance shall be sent by certified mail, return receipt requested, to each taxing district that would be affected by the designation of the Proposed Redevelopment Project Area for tax increment allocation financing. A list of said taxing districts is attached to this Ordinance as Exhibit D and made a part hereof.

**SECTION 7:** This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 17<sup>th</sup> day of June, 2019, pursuant to a roll call vote as follows:

AYES: Trustees DeDobbelaere, Freve, Hall, Jordan, Jorissen,  
and Knoll

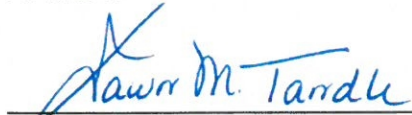
NAYS: None

ABSENT: None

**APPROVED** by me this 17<sup>th</sup> day of June, 2019.

  
\_\_\_\_\_  
Len Austin, Village President

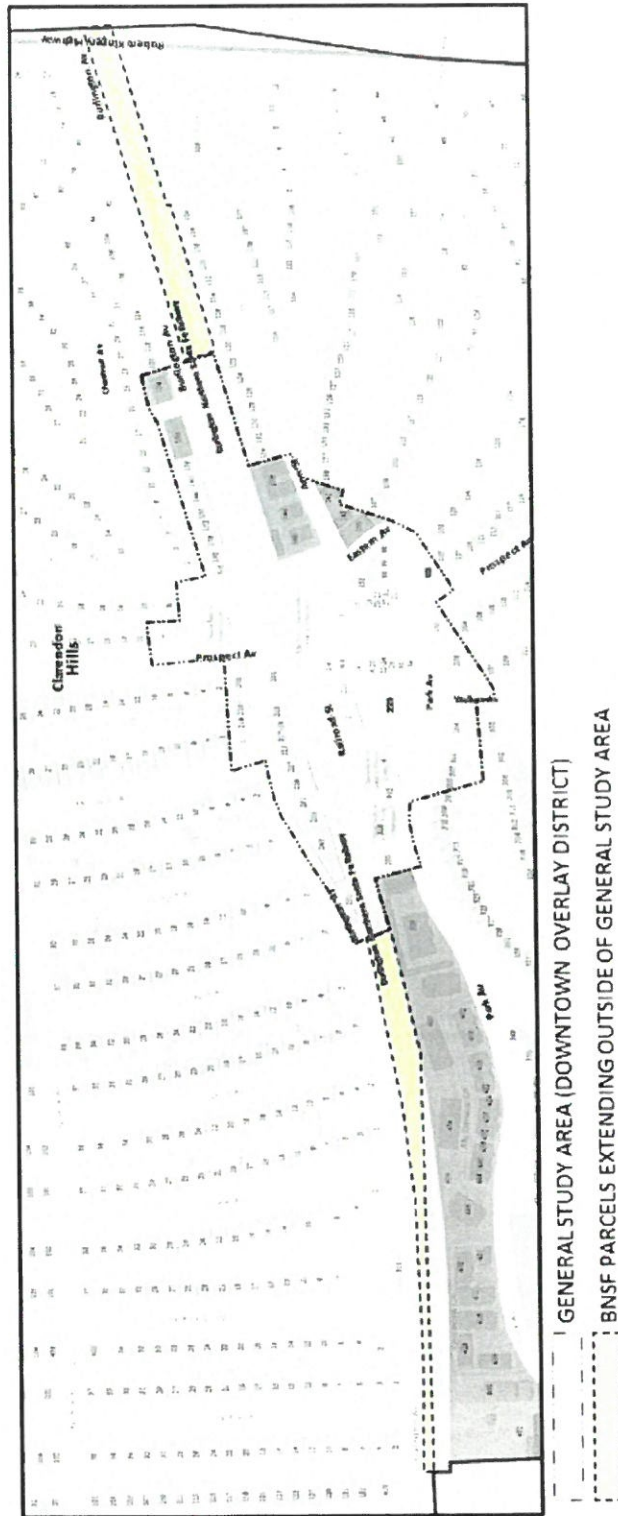
ATTEST:

  
\_\_\_\_\_  
Dawn M. Tandle, Village Clerk

Published in pamphlet form: June 18, 2019



**EXHIBIT A**  
**DEPICTION OF THE BOUNDARIES**  
**OF TAX INCREMENT FINANCING FEASIBILITY STUDY AREA**



JUNE 10, 2019 (DU)

**Exhibit B**

**Ernst & Young LLP Agreement**

(attached)

## **EXHIBIT B**



**Proposal to serve  
The Village of  
Clarendon Hills, Illinois**

**April 10, 2019**

**Tax Increment Financing  
Consulting Services**



Building a better  
working world

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Chicago, IL 60606

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Kevin Barr, Village Manager  
Daniel Ungerleider, AICP, Director of Community Development  
Village of Clarendon Hills  
1 N. Prospect Ave.  
Clarendon Hills, IL 60514

April 10, 2019

Dear Messrs. Barr and Ungerleider:

Thank you for inviting Ernst & Young LLP (EY) to submit a proposal to the Village of Clarendon Hills (Village) for consulting services to create a new Tax Increment Financing (TIF) District. The enclosed proposal describes our company's profile, EY's approach to this assignment, scope of services, proposed fees, and an overview of our relevant experience.

We provide a complete range of services for TIF Districts and economic development. Key services include TIF District development, qualification, and adoption, as well as TIF District management, reporting, and administration, projection of tax increment and sales tax growth, developer agreement negotiations, pro forma analysis, and other financial analysis.

In 2014, EY team members had the pleasure of serving as the Village's Economic Development Consultant for an analysis of the financial viability and economic impact of current land use regulations, specifically building height and parking, on redevelopment in the downtown. We evaluated a variety of land uses that would be considered appropriate for the area (residential, office and retail). These findings were included as an appendix to the Village's Downtown Master Plan Update adopted and 2015. In 2017 members of our team worked with the Village to prepare a study of incentives that could potentially support redevelopment efforts within the Downtown area. Given our expertise and background with the Village, we believe we are well-positioned and uniquely qualified to provide TIF consulting services.

Throughout our proposal you will see that we have a locally sourced team based in Chicago. That team brings with it the combined expertise needed for the Village's needs. The team we have assembled are highly skilled professionals with long experience in both real estate development consulting and local economic development incentive programs, including Tax Increment Financing.

Thank you for your consideration of our proposal. We appreciate the opportunity to work with you on this project. Should you have any questions or need additional information, please contact me at (312) 879-6973 or [jennifer.tammen@ey.com](mailto:jennifer.tammen@ey.com).

Sincerely,

Jennifer M. Tammen  
Manager, Global Location Investment Services,  
Credits & Incentives

Adam Bering  
Partner, Indirect Tax

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# Introduction of EY

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EY's primary point of contact for The Village of Clarendon Hills is:

**Jennifer M. Tammen**  
*Manager/ Indirect Tax, Location Investment Services-Credits & Incentives*  
[jennifer.tammen@ey.com](mailto:jennifer.tammen@ey.com)  
155 N Wacker Drive  
Chicago, IL 60606  
Phone: +1 312 879 6973

## History of the firm:

Ernst & Young LLP (together with its affiliate, Ernst & Young US LLP, the Firm) is a private limited liability partnership registered in the state of Delaware. The Firm is owned by approximately 3,400 US partners and principals and is a member of Ernst & Young Global Ltd., an organization whose locally owned member firms operate under the EY name in approximately 150 countries around the world. For more information about EY, please visit [www.ey.com](http://www.ey.com). This response is being submitted by Ernst & Young LLP (the US firm), a member firm serving clients in the US.

The roots of EY date back to the early 1900s and to the lasting legacies of three visionaries – Arthur Young, A.C. Ernst and Thomas Clarkson. Since then, the firm has been through three mergers, culminating in 1989 when Ernst & Whinney merged with Arthur Young to create Ernst & Young, now globally referred to as EY.

The Partnership is a substantial entity, with approximately 42,000 people working in the US and 251,000 people globally. The US Partnership's fiscal year 2017 total revenues, which include expenses billed to clients and amounts billed to other EY member firms (i.e., inter-firm revenues), exceeded US\$13.0b.

Locally, EY is proud to serve the State of Illinois, its counties and cities, and the many agencies in many capacities over the years. We serve 92% of the Fortune 1000 companies and 69% of the Russell 3000 companies in Illinois. We also serve 90% of Crain's Chicago Business' 100 top public companies.

## Practical experience and On-Point Expertise:

EY provides a complete range of services to address the Village's needs with respect to economic development and development consulting services. EY distinguishes itself from other firms by our strong financial skill set, experience, and the collaborative partnership we build with our clients. Our team members have previous local government experience in development finance, planning, and real estate development. We have helped communities in Illinois and throughout the Midwest to accomplish their development goals. This team has recently served as TIF and Economic Development Consultant to many Illinois local governments, including the Village of Clarendon Hills. We have very much enjoyed working with the Village and hope to build upon our work together to support the Village's redevelopment goals in a prudent and strategic manner.

On a broader scale, EY has been attuned to the needs of government agencies since the founding of the firm, and we have had a specific practice devoted to the public sector – EY's Government & Public Sector (GPS) practice – for more than 50 years.

We work with leading clients in the GPS sector, including the education, infrastructure and public transportation, defense and security, digital government, pensions, and public finance management sub sectors, servicing more than 17,000 government sector clients globally and 2,000 in the US alone. We provide our public sector clients with a wide range of services, including strategic planning, performance improvement, financial advisory, business process and systems re-engineering, tax services, and audit services. We believe this range of expertise and perspectives will benefit our work with the Village.

## Tax increment financing expertise

EY's team has extensive experience assisting clients with the planning and designation of TIF Districts in accordance with Illinois statutes. Our professionals have assisted in the creation of dozens of TIF districts throughout the State of Illinois. The EY team

**The Village of Clarendon Hills**  
Proposal for Tax Increment Financing Consulting

also has deep experience in real estate economics, development incentives, proforma analysis, and negotiations. We have a solid track record of success in working with developers, property owners, municipalities, and quasi-public agencies on all aspects of tax increment financing (TIF), zoning and entitlements, planning, deal structuring, redevelopment agreement negotiation, early-stage project management, and creative approaches to capital and public-private project evaluation and funding. We have prepared financial analysis and negotiation services to secure the approval of TIF and other financial subsidies in connection with new real estate development projects and business retention efforts throughout the Chicagoland market.

EY's Indirect Tax practice is comprised of a balanced mix of more than 650 multi-state and industry tax professionals across the United States. We have concentrations of multi-state tax advisors in business centers across the country, plus professionals who focus on key areas of state taxation, including tax incentives (such as TIF), state income, franchise, sales and use, property taxes, employment taxes, and other state and local taxes. We are organized locally, regionally and nationally to efficiently serve our clients. Furthermore, we have established a State and Local Tax Desk network consisting of senior tax professionals across the US with in-depth knowledge of each state's tax laws, regulations and ways of doing business.

## Project Personnel Availability

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Jennifer Tammen, will serve as lead contact for the Village. As such, all of the project work will either be completed by or directly overseen by Jennifer. Tricia Marino Ruffolo will serve as the second consultant for the Village. She will lead the project team with field studies, reviewing qualifications of the TIF District, and review of final documents. In addition, the EY project team will use expertise and resources from within our Illinois and our other offices, if needed, to meet the needs of the Village.

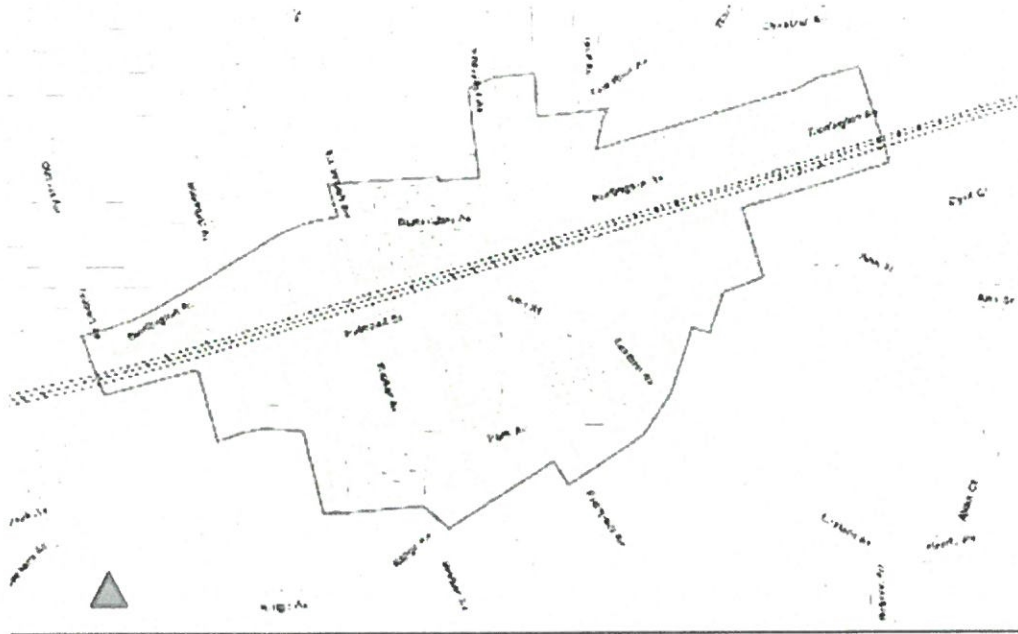
Team Member	Years of TIF Consulting Service
Jennifer M. Tammen	20+
Tricia Marino Ruffolo	25+

Further, EY project team views ourselves as an extension of the Village's staff to make sure designation procedures occur in accordance with the Village's expectations. The team members assigned to the project will be available to undertake the project as indicated in the "Project Time Frame" section.

Resumes for the EY team members listed above and client references are available for review later in this proposal.

## Scope of Services

EY will provide the following advisory services (the "Services") to assist Client in its creation of a proposed Tax Increment Financing District (the "Project") to include properties identified by the Village ("the Subject Area") as shown in Map 1 below pursuant to the criteria set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the "Act"), to include certain properties as identified by the Village (the "Subject Area") for the potential TIF District (also referred to as "Redevelopment Project Area").



Map 1 - Proposed Subject Area

The steps for assisting Client in the creation of a new Tax Increment Financing ("TIF") District are outlined in the scope of services below.

### Phase I - Feasibility Analysis

- Participate in project initiation meeting with representatives of the Village to launch the Project, identify a preliminary Subject Area boundary, and coordinate various process steps.
- Meet with appropriate Village officials to identify the Village's objectives for the Project.
- Provide feedback and leading practice recommendations as to the appropriateness of using TIF, and any other economic development tools as they may apply.
- Work with the Village to help identify preliminary Subject Area boundaries; map the boundaries and provide recommendations for Client's consideration for alterations to the boundaries, as appropriate.
- Research in publicly available resources and document recommendations for consideration related to the TIF eligibility criteria for each parcel within the Subject Area boundaries, and other adjacent parcels as applicable, per the tax incentive criteria set forth in the Act, as reviewed and confirmed by Village's attorney and/or Village management.
- Assist the Village with its determination if, and under what category, the Subject Area potentially qualifies as a Tax Increment Financing District.
- Confirm with Village the list of parcels it intends to be included within the Subject Area boundaries and the boundary map.

- Discuss the findings of the feasibility analysis with the Village management.
- Conference call or meeting to present and discuss the results of the feasibility analysis with the Village's management.

#### **Phase II - Preparation of the Redevelopment Plan**

Phase II will begin at the direction of the Village to proceed.

- Based on the goals and objectives identified by the Village in Phase I, assist Client in preparing a draft Redevelopment Plan that includes tax incentive components in the Act as reviewed and confirmed by the Village's attorney and/or Village management.
- Coordinate with Village's staff, engineer, planner or other designated party to obtain a legal description of the boundaries of the proposed redevelopment project area.
- Submit to the Village an electronic version of the draft Redevelopment Plan for initial review and comment. Client's counsel and/or staff will determine if the Plan contains the requisite language and certifications required by the Act.
- Assist the Client in revising the Redevelopment Plan as directed in response to comments from the Village Staff and TIF Attorney. The final draft version must be reviewed and approved by the Village and its attorney prior to Client filing with the Village Clerk and providing to other parties according to the requirements of the Act in conjunction with Phase III services.

#### **Phase III - Adoption of Project**

Phase III will begin at the direction of the Village to proceed.

- Coordinate with Village staff to confirm dates and times for required public meetings.
- Discuss with the Village's attorney to determine that selected meeting dates meet statutory timing requirements.
- Provide leading practices and observations for the Village to consider regarding the public participation process. The Village will be responsible for all legal requirements related to this process including all notices to the public, residents, property owners, and publications.
- As mutually agreed upon by EY and Client, participate in meetings, in a supporting role, with the Village and Joint Review Board in order to assist Client in its presentation of the proposed project parameters and to respond to factual inquiries related to EY advisory services which may be required.
- Upon approval by the governing body, assist the Village with its submission of required information to the County.
- Attendance, in a supporting role, at meeting with representatives of certain impacted local taxing districts (the Joint Review Board) to assist client in its presentation of the findings of the feasibility study and the proposed redevelopment plan

#### **Phase IV -Housing Impact Statement/Study**

For the Housing Impact Statement/Study, EY will:

- Assist Client with preparing an economic Housing Impact Study based on policies and criteria provided in the Act. The information contained in such report will be comprised of data solely provided by client or available in the public domain. Client is responsible for review, approval, and delivery of the Housing Impact Study.
- Assist the client in the preparation of materials to be reviewed at a community meeting.

The following items are not included in our Scope of Services:

- Additional meetings beyond this scope to discuss the proposed TIF District with various parties, such as the Village Board, members of the business community, etc. Additional meetings requested or required related to the development, qualification, and adoption of the proposed TIF District will be submitted to the Village for authorization prior to its completion must be mutually agreed by both parties and will be subject to EY's Hourly Billing Rates.
- Legal Description of Redevelopment Project Area.
- Distribution of notices and mailings related to the adoption of the TIF District to the public, residents, property owners, and publications.

**The Village of Clarendon Hills**  
Proposal for Tax Increment Financing Consulting

- Other consulting services. In addition, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise including any engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by the Village to provide information or provide services related to completion of the Project. If a certified Engineer's statement is necessary to determine chronic flooding, the Village will be responsible for obtaining and providing that statement.
- EY has assumed full compliance by Client with all applicable federal, state and local zoning, use, environmental and similar laws and regulations. EY has not independently verified that there has been compliance with such laws and regulations and assumes no responsibility in the event that full compliance does not exist.
- Legal services and review.

## Project Time Frame

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The proposed time line\* for the Project is presented below. EY will begin Project work within two (2) weeks after authorization from the Village.

Task	Weeks
Phase I - Feasibility Analysis	5 - 8
Phase II - Preparation of Redevelopment Plan	4 - 6
Phase III - Adoption of Project*	14 - 20

*\* We assume a public information meeting related to the number of housing units will be required and therefore have included approximately 4 weeks of additional time to complete Phase III. The Housing Impact Statement/Study work would be performed in conjunction with Phases I - III, as may be required.*

Some contingency times have been included in the time line. However, adherence to the above time line for each phase is dependent on timely provision of information and documents from the Village and other sources, as well as timely authorization to proceed with each successive phase.

## Fees

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The General Terms and Conditions of the Agreement address our fees and expenses generally.

You shall pay the following fees by Phase for the Services:

- Phase I - Feasibility Analysis: \$12,500
- Phase II - Preparation of Redevelopment Plan Advisory: \$15,000
- Phase III - Adoption of Project: \$7,500
- Phase IV -Housing Impact Study - \$10,000

You shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by you.

For work for out of Scope service performed, Client will pay EY fees for Services based on the time that EY professionals spend in performing them, billed at the provided hourly rate for such individual, as outlined below.

We will bill you for our fees, expenses, and applicable taxes or other charges, if any, on a monthly basis. Payment is due upon receipt of our invoice.

Hourly Rates:

Level	Rate
Partner/Principal*	\$400.00
Executive Director*	\$400.00
Senior Manager	\$325.00
Manager	\$275.00
Senior	\$230.00
Staff	\$190.00

\*In the event five hours of time are exceeded, the rate will be updated to reflect \$500/hour going forward.

## References

The following is a list of references that are familiar with our team members' work specific to Tax Increment Financing Consulting Services. As a courtesy to our clients, we would like the opportunity to advise them in advance of your inquiry. This will allow us to not only provide you with specific context for each reference but also expedite your ability to reach the individuals listed. If this is of interest please contact us when you are ready, and we will make the appropriate arrangements.

Client	Reference Name	Title	Phone Number
Village of Richton Park	Regan Stockstell	Village Manager	(708) 481-8950, ext. 110
City of Chicago	Ryan Slattery	Financial Planning Analyst, Department of Planning & Development	(312) 744-4904
Village of Oak Park	Craig Failor	Village Planner	(708) 358-5418
Village of Arlington Heights	Randall Recklaus /Charles Witherington-Perkins	Village Manager/ Director of Planning	(847) 368-5100
City of Mahomet	Patrick Brown	Village Administrator	(217) 586-4456, ext. 116
City of Danville	Christopher Milliken	Planning Manager	(217) 431-2286

## Team biographies

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### Jennifer M. Tammen

Manager, Indirect Tax  
[jennifer.tammen@ey.com](mailto:jennifer.tammen@ey.com) | +1 312 879 6973

Jennifer Tammen is a Manager in the Indirect Tax team with nearly twenty years of success in working with developers, property owners, municipalities, and quasi-public agencies on all aspects of tax increment financing ("TIF"), zoning and entitlements, planning, deal structuring, redevelopment agreement negotiation, early-stage project management, and creative approaches to capital and public-private project evaluation and funding.

She prepared financial analysis and negotiation services to secure the approval of nearly \$2 billion in new real estate development projects and business retention and more than \$250 million in TIF and other financial subsidies throughout the Chicagoland market.

Jennifer assisted dozens of clients with economic development projects and initiatives throughout Illinois including new TIF District and Business District designations, feasibility analyses, and special studies.

Jennifer has most recently served as Principal and Municipal Advisor for Ehlers & Associates and had formed and led her own company, THE TAMMEN GROUP where she also served as a consulting Planning Project Manager for the Public Building Commission of Chicago. She has also served as Director of Planning for Norwood Builders, Inc. and as Redevelopment Project Manager for the Village of Oak Park, Illinois.



### Tricia Marino Ruffolo

Senior, Indirect Tax  
[tricia.marino.ruffolo@ey.com](mailto:tricia.marino.ruffolo@ey.com) | +1 312 879 2750

Tricia Marino Ruffolo is a Senior in the Indirect Tax team with 25 years of success in working with developers, property owners, municipalities, and quasi-public agencies on all aspects of tax increment financing (TIF), Business Development Districts (BD), planning, deal structuring, redevelopment agreement negotiation. She has assisted dozens of clients with economic development projects and initiatives throughout Illinois including new TIF District and Business District designations, feasibility analyses, and special studies.

Tricia managed the technical process of establishing, amending and closing out over 100 Tax Increment Financing (TIF) districts throughout the Chicagoland Area as both a consultant and as a municipal employee. Successfully qualified over 55 redevelopment areas as TIF districts by effectively managing a myriad of details of the approval process.

Tricia has most recently served as Economic Development Advisor for Ehlers & Associates and a Financial Planning Analyst in the Planning Department of the City of Chicago. Prior to the she had formed, TMR Partners, Inc. where she also served as a consult for the Illinois Medical District and the City of Chicago. She also served Vice President for Louik/Schneider and Associates, Inc.

## Suzanne Mills



*Senior, Indirect Tax*  
suzanne.mills@ey.com | +1 312 928 1420

Suzanne Mills is a Senior is based in Chicago and is part of EY's Location Investment Services- Credits & Incentives Advisory Practice. She works with both private corporations and local governments and economic development officials on matters related to credits, incentives and real estate development.

She has prepared applications and assisted in negotiation services at the state and local level to secure discretionary incentives for clients both in the Chicago area and across the country. In addition, Suzanne has assisted in site selection projects for a variety of clients.

Suzanne has her B.A. in Communications from Purdue University and received her Juris Doctor and Masters of Accounting from the Ohio State University.

EY | Assurance | Tax | Transactions | Advisory

**About EY**

EY is a global leader in assurance, tax, transaction and advisory services. The insights and quality services we deliver help build trust and confidence in the capital markets and in economies the world over. We develop outstanding leaders who team to deliver on our promises to all of our stakeholders. In so doing, we play a critical role in building a better working world for our people, for our clients and for our communities.

EY refers to the global organization, and may refer to one or more of the member firms of Ernst & Young Global Limited, each of which is a separate legal entity. Ernst & Young Global Limited, a UK company limited by guarantee, does not provide services to clients. For more information about our organization, please visit [ey.com](https://ey.com).

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1902-3069178  
ED None

**[ey.com](https://ey.com)**

## **Exhibit C**

### **A General Description of Tax Increment Allocation Financing as Permitted by Illinois Law**

Tax Increment Allocation Financing (TIF) was enacted into law in 1977. As an economic development tool, it enables municipalities to target financial assistance to, among other things, eliminate or prevent blighted conditions in developed areas like established older downtowns and other commercial areas.

TIF is permitted under Chapter 65 of the Illinois Compiled Statutes, 65 ILCS 5/11-74.4-1 et seq. (the "Act"). The Act authorizes municipalities to receive increments generated from increased property tax revenues in an area designated for TIF. The "increment" is the amount of growth in property taxes attributable to the increase in the value of the property in the TIF area after private redevelopment has taken place and/or as a result of the value of the property otherwise increasing. The growth amount is set aside by the tax collector into a special municipal fund to pay redevelopment costs, including debt service. To identify the increment, at the adoption of TIF for an area, the equalized assessed value ("EAV") of each parcel in the area is frozen at its current amount (the "Initial EAV"). During the life of TIF in the designated area, the taxing districts will receive taxes attributable to the lower of the then-current EAV or the Initial EAV. As improvements are made in the TIF area, and EAVs rise, tax revenue attributable to the increase in EAV, above the Initial EAV, goes to the municipality's special fund to pay redevelopment costs as permitted by the Act.

Once the improvements are completed and all project costs paid, or at a time specified in the original municipal ordinances establishing TIF for the area, the TIF area is dissolved and future incremental tax revenue is paid directly to the local taxing bodies.

**Exhibit D**

**Service List**

**Taxing Districts**

**CLARENDON HILLS DOWNTOWN TIF DISTRICT**

1. County of DuPage	8. Clarendon Hills Library
2. DuPage Airport Authority	9. Clarendon Hills Park District
3. Downers Grove Township	10. College of DuPage Community College District 502
4. Downers Grove Township Highway Department	11. Village of Clarendon Hills
5. Forest Preserve District of DuPage County	12. DuPage County Health Department
6. DuPage Water Commission	13. Flagg Creek Water Reclamation District
7. Consolidated Elementary School District #181	14. Hinsdale Township High School District #86
	15. Clarendon Blackhawk Mosquito Abatement District



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April 10, 2019

Village of Clarendon Hills  
Attention: Kevin Barr, Village Manager  
1 N. Prospect Ave.  
Clarendon Hills, IL 60514

Dear Mr. Barr:

Thank you for choosing Ernst & Young LLP ("we" or "EY") to perform professional services (the "Services") for Village of Clarendon Hills ("you" or "Client"). We appreciate the opportunity to assist you and look forward to working with you.

For each project that we agree to undertake for you, we will prepare a Statement of Work describing the particular Services, as well as any advice, presentations, or filings to be made, our fees therefor, and any other project-specific arrangements. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the applicable Statement of Work (together, this "Agreement"). Except for a claim seeking solely injunctive relief, any dispute or claim arising out of or relating to this Agreement, the Services or any other services provided by us or on our behalf to you shall be resolved by mediation and arbitration as set forth in this Agreement.

We may enter into Statements of Work with you for a period of five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Jennifer Tammen at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact us so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

*Ernst & Young LLP*

AGREED:

Village of Clarendon Hills, on behalf of itself and its affiliates

By: *K. A. Barr* *6-18-19*



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Chicago, IL 60606

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Fax: +1 312 879 4000  
ey.com

**Kevin Barr, Village Manager**

Date: June 18, 2019

## General Terms and Conditions

### Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants ("AICPA").
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

### Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.

9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it.
10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

### Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), other than Client Information, are for your internal use only (consistent with the purpose of the particular Services).
12. You may not disclose a Report (or any portion or summary of a Report) externally (including to your affiliates) or refer to us or to any other EY Firm in connection with the Services, except:
  - (a) to your lawyers (subject to these disclosure restrictions), who may review it only to give you advice relating to the Services,
  - (b) to the extent, and for the purposes, required by subpoena or similar legal process (of which you will promptly notify us),
  - (c) to other persons (including your affiliates) with our prior written consent, who have executed an access letter substantially in the form we prescribe, or
  - (d) to the extent it contains Tax Advice, as set forth in Section 13.

If you are permitted to disclose a Report (or a portion thereof) externally, you shall not alter, edit or modify it from the form we provided.

13. You may disclose to anyone a Report (or a portion thereof) solely to the extent that it relates to tax matters, including tax advice, tax opinions, tax returns, or the tax treatment or tax structure of any transaction to which the Services relate ("Tax Advice"). With the exception of tax authorities, you shall inform those to whom you disclose Tax Advice that they may not rely on it for any purpose without our prior written consent.

14. You may incorporate into documents that you intend to disclose externally EY summaries, calculations or tables based on Client Information contained in a Report, but not our recommendations, conclusions or findings. However, you must assume sole responsibility for the contents of those documents and not refer to us or any other EY Firm in connection with them. This provision does not affect your ability to circulate Reports internally.
15. You may not rely on any draft Report. We shall not be required to update any final Report for circumstances of which we become aware, or events occurring, after its delivery.

#### **Limitations**

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. You shall make any claim relating to the Services or otherwise under this Agreement no later than one year after you became aware (or ought reasonably to have become aware) of the facts giving rise to any alleged such claim and in any event, no later than two years after the completion of the particular Services. This limitation will not apply to the extent prohibited by applicable law or professional regulations.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its subcontractors, members, shareholders, directors, officers, partners, principals or employees (“**EY Persons**”). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 20 are intended to benefit the other

EY Firms and all EY Persons, who shall be entitled to enforce them.

#### **Indemnity**

20. To the fullest extent permitted by applicable law and professional regulations, you shall indemnify us, the other EY Firms and the EY Persons against all claims by third parties (including your affiliates and attorneys) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the disclosure of any Report (other than Tax Advice) or a third party’s use of or reliance on any Report (including Tax Advice) disclosed to it by you or at your request.

#### **Intellectual property rights**

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license (“**Materials**”) in performing the Services. Notwithstanding the delivery of any Reports, we retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them).
22. Upon payment for particular Services and subject to the other terms of this Agreement, you may use the Reports relating to those Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

#### **Confidentiality**

23. Except as otherwise permitted by this Agreement, neither of us may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement,
  - (b) is subsequently received by the recipient from a third party who, to the recipient’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,

(c) was known to the recipient at the time of disclosure or is thereafter created independently,

(d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or

(e) must be disclosed under applicable law, legal process or professional regulations.

24. Either of us may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at [www.ey.com](http://www.ey.com)) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "**Process**") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.

26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of each Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

#### **Data protection**

27. If we Process Client Information that can be linked to specific individuals ("**Personal Data**"), we will Process it in accordance with Section 25 of this Agreement, as well as applicable law and professional regulations, including,

where applicable, the EU-U.S. Privacy Shield Framework and the Swiss-US Privacy Shield Framework, each administered by the U.S. Department of Commerce and to which EY has self-certified (collectively, the "**Privacy Shield Framework**"). Further information (including disclosures required by the Privacy Shield Framework) is set out at [www.ey.com/us/privacysshield](http://www.ey.com/us/privacysshield). We will require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by the Privacy Shield Framework and other legal and regulatory requirements applicable to us. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("**Restricted Personal Data**"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

#### **Fees and expenses generally**

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the applicable Statement of Work. You shall also reimburse us for other reasonable expenses incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 30 days following receipt of each of

our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.

30. We may charge additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

#### **Force majeure**

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

#### **Term and termination**

33. This Agreement applies to the Services whenever performed (including before the date of this Agreement).
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it, or any particular Services, earlier upon 30 days' prior written notice to the other. In addition, we may terminate this Agreement, or any particular Services, immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 30 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

#### **Governing law and dispute resolution**

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of New York applicable to agreements made, and fully to be performed, therein by residents thereof. Except as otherwise expressly provided in the Cover Letter, any dispute relating to this Agreement or the Services shall be resolved as set forth in Appendix 1 to these Terms and Conditions.

#### **Miscellaneous**

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including Statements of Work), as well as any modifications thereto, by electronic means and each of us may sign a different copy of the same document. Both of us must agree in writing to modify this Agreement or any Statement of Work hereunder.
40. Each of us represents to the other that each person signing this Agreement or any Statement of Work hereunder on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.

42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise):  
(a) the Cover Letter, (b) the applicable Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use or reference the other's name, logo or trademarks publically without the other's prior written consent, although we may publically identify you as a client in connection with specific Services or generally.
46. For administrative reasons, you may from time to time ask that fees and expenses for Services performed for your international affiliates or at international locations be invoiced to you or your designate there, in local currency. You guarantee the timely payment of all those invoices by your affiliates. In addition, from time to time, an affiliate of ours, providing Services as a subcontractor to us, may bill you directly for fees incurred for work outside the US, in local currency or otherwise.

## **Appendix 1**

### **Dispute resolution procedures**

#### **Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”) shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

#### **Arbitration**

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration (“Rules”) as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators.

No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

## Statement of Work

This Statement of Work, which is effective as of April 10, 2019 (this “SOW”), is made by Ernst & Young LLP (“we” or “EY” (previously “E&Y”)) and Village of Clarendon Hills (“you” or “Client” or “the Village”), pursuant to the Agreement, dated April 10, 2019 (the “Agreement”), between EY and Village of Clarendon Hills.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to “you” or “Client” shall be deemed references to you.

## Scope of Services

EY will provide the following advisory services (the “Services”) to assist Client in its creation of a proposed Tax Increment Financing District (the “Project”) to include properties identified by the Village (“the Subject Area”) in Exhibit A, pursuant to the criteria set forth in the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq. (the “Act”), to include certain properties as identified by the Village (the “Subject Area”) for the potential TIF District (also referred to as “Redevelopment Project Area”).

The steps for assisting Client in the creation of a new Tax Increment Financing (“TIF”) District are outlined in the scope of services below.

### Phase I – Feasibility Analysis

- Participate in project initiation meeting with representatives of the Village to launch the Project, identify a preliminary Subject Area boundary, and coordinate various process steps.
- Meet with appropriate Village officials to identify the Village’s objectives for the Project.
- Provide feedback and leading practice recommendations as to the appropriateness of using TIF, and any other economic development tools as they may apply.
- Work with the Village to help identify preliminary Subject Area boundaries; map the boundaries and provide recommendations for Client’s consideration for alterations to the boundaries, as appropriate.

- Research in publicly available resources and document recommendations for consideration related to the TIF eligibility criteria for each parcel within the Subject Area boundaries, and other adjacent parcels as applicable, per the tax incentive criteria set forth in the Act, as reviewed and confirmed by Village's attorney and/or Village management.
- Assist the Village with its determination if, and under what category, the Subject Area potentially qualifies as a Tax Increment Financing District.
- Confirm with Village the list of parcels it intends to be included within the Subject Area boundaries and the boundary map.
- Discuss the findings of the feasibility analysis with the Village management.
- Conference call or meeting to present and discuss the results of the feasibility analysis with the Village's management.

## **Phase II – Preparation of the Redevelopment Plan**

Phase II will begin at the direction of the Village to proceed.

- Based on the goals and objectives identified by the Village in Phase I, assist Client in preparing a draft Redevelopment Plan that includes tax incentive components in the Act as reviewed and confirmed by the Village's attorney and/or Village management.
- Coordinate with Village's staff, engineer, planner or other designated party to obtain a legal description of the boundaries of the proposed redevelopment project area.
- Submit to the Village an electronic version of the draft Redevelopment Plan for initial review and comment. Client's counsel and/or staff will determine if the Plan contains the requisite language and certifications required by the Act.
- Assist the Client in revising the Redevelopment Plan as directed in response to comments from the Village Staff and TIF Attorney. The final draft version must be reviewed and approved by the Village and its attorney prior to Client filing with the Village Clerk and providing to other parties according to the requirements of the Act in conjunction with Phase III services.

## **Phase III - Adoption of Project**

Phase III will begin at the direction of the Village to proceed.

- Coordinate with Village staff to confirm dates and times for required public meetings.
- Discuss with the Village's attorney to determine that selected meeting dates meet statutory timing requirements.

- Provide leading practices and observations for the Village to consider regarding the public participation process. The Village will be responsible for all legal requirements related to this process including all notices to the public, residents, property owners, and publications.
- As mutually agreed upon by EY and Client, participate in meetings, in a supporting role, with the Village and Joint Review Board in order to assist Client in its presentation of the proposed project parameters and to respond to factual inquiries related to EY advisory services which may be required.
- Upon approval by the governing body, assist the Village with its submission of required information to the County.
- Attendance, in a supporting role, at meeting with representatives of certain impacted local taxing districts (the Joint Review Board) to assist client in its presentation of the findings of the feasibility study and the proposed redevelopment plan

#### **Phase IV –Housing Impact Statement/Study**

For the Housing Impact Statement/Study, EY will:

- Assist Client with preparing an economic Housing Impact Study based on policies and criteria provided in the Act. The information contained in such report will be comprised of data solely provided by client or available in the public domain. Client is responsible for review, approval, and delivery of the Housing Impact Study.
- Assist the client in the preparation of materials to be reviewed at a community meeting.

The following items are not included in our Scope of Services:

- Additional meetings beyond this scope to discuss the proposed TIF District with various parties, such as the Village Board, members of the business community, etc. Additional meetings requested or required related to the development, qualification, and adoption of the proposed TIF District will be submitted to the Village for authorization prior to its completion must be mutually agreed by both parties and will be subject to EY's Hourly Billing Rates.
- Legal Description of Redevelopment Project Area.
- Distribution of notices and mailings related to the adoption of the TIF District to the public, residents, property owners, and publications.
- Other consulting services. In addition, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your

specifications or otherwise including any engineers, planners, surveyors, appraisers, assessors, attorneys, auditors, and others that may be called on by the Village to provide information or provide services related to completion of the Project. If a certified Engineer's statement is necessary to determine chronic flooding, the Village will be responsible for obtaining and providing that statement.

- EY has assumed full compliance by Client with all applicable federal, state and local zoning, use, environmental and similar laws and regulations. EY has not independently verified that there has been compliance with such laws and regulations and assumes no responsibility in the event that full compliance does not exist.
- Legal services and review.

### **Your Obligations**

We draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6, and your representation, as of the date hereof, under paragraph 26 thereof.

You will not, and you will not permit others to, quote or refer to any Reports, any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws ("Securities Laws") are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this SOW.

All services will be performed in conjunction with designated staff of the Village and its designated attorney.

Any factual representations made in Client-provided descriptions and data are the responsibility of Client. EY, in the process of this engagement, is not attesting to the appropriateness or validity of any management representation, concerning business strategy, community and economic impact, appropriateness of capitalization strategy or management capacity and experience. To the extent that attestation or agreed-upon procedures, in accordance with relevant professional standards, are required, such attestation or agreed-upon procedures are outside the scope of this statement of work.

### **Scope Specific Provisions**

The Services are advisory in nature. EY will not render an assurance report or assurance opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of



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attestation as those terms are defined by the American Institute of Certified Public Accountants. We will not conduct a review to detect fraud or illegal acts.

We will not, in connection with the performance of the Services or otherwise, (i) act as a broker for the sale of any securities, (ii) solicit any potential partner or any other party (including you) to engage in any transaction, or (iii) act as a negotiator of a transaction.

EY is not a law firm and is not engaged in the practice of law or providing legal services in the United States. As such, Client will need to rely upon its legal counsel, for legal services, including the legal review, interpretation and advice regarding choice of legal entities, agreements with third-parties or other legal documents related to the Services.

EY reserves the right with respect to all content and materials presented or distributed to the Village to include all caveats and disclaimers as deemed proper by EY.

In addition to the scope limitations specified herein, EY reserves the right to limit the scope of any of our services or deliverables as we deem necessary in order to comply with any applicable legal or professional standard or limitation. EY will communicate any potential scope limitations or conflicts with the Client in a timely manner.

Our services do not involve advice to the Client regarding: (i) the investment of funds that are the proceeds of state/local government securities for purposes of realizing a return on the investment, or (ii) the issuance of state/local securities (either to the government entity issuing the security or to an Obligor acting as a private borrower in a conduit issuance of government securities), or (iii) state/local derivative (a swap where the government entity is a counterparty), or (iv) guaranteed investment contracts, or (v) state/local escrow investments.

EY, the other EY Firms and our respective service providers may Process Client Information obtained in connection with Services performed for you, for benchmarking, research, thought leadership and related purposes, and to enhance the services we provide to you and other clients, provided that we do not identify you or any individuals related to you, or otherwise make reference to you, in connection with these matters. In all such matters, we will comply with applicable law and professional obligations.

## **Fees**

The General Terms and Conditions of the Agreement address our fees and expenses generally.



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You shall pay the following fees by Phase for the Services:

- Phase I – Feasibility Analysis: \$12,500
- Phase II – Preparation of Redevelopment Plan Advisory: \$15,000
- Phase III – Adoption of Project: \$7,500
- Phase IV – Housing Impact Study – \$10,000

You shall also pay any potential value-added taxes (VAT), sales taxes, and other indirect taxes incurred in connection with the delivery of the Services, including any such taxes and related administrative costs that result from billing arrangements specifically requested by you.

For work for out of Scope service performed, Client will pay EY fees for Services based on the time that EY professionals spend in performing them, billed at the provided hourly rate for such individual, (see Appendix 1).

We will bill you for our fees, expenses, and applicable taxes or other charges, if any, on a monthly basis. Payment is due upon receipt of our invoice.

### Contacts

You have identified Dan Ungerleider as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Jennifer Tammen.

You confirm that you are authorized to bind all parties named herein to the terms of this SOW.

Thank you again for your selection of our firm.

*Ernst & Young LLP*

AGREED:

Village of Clarendon Hills, on behalf of itself and its affiliates

By:

Kevin Barr, Village Manager

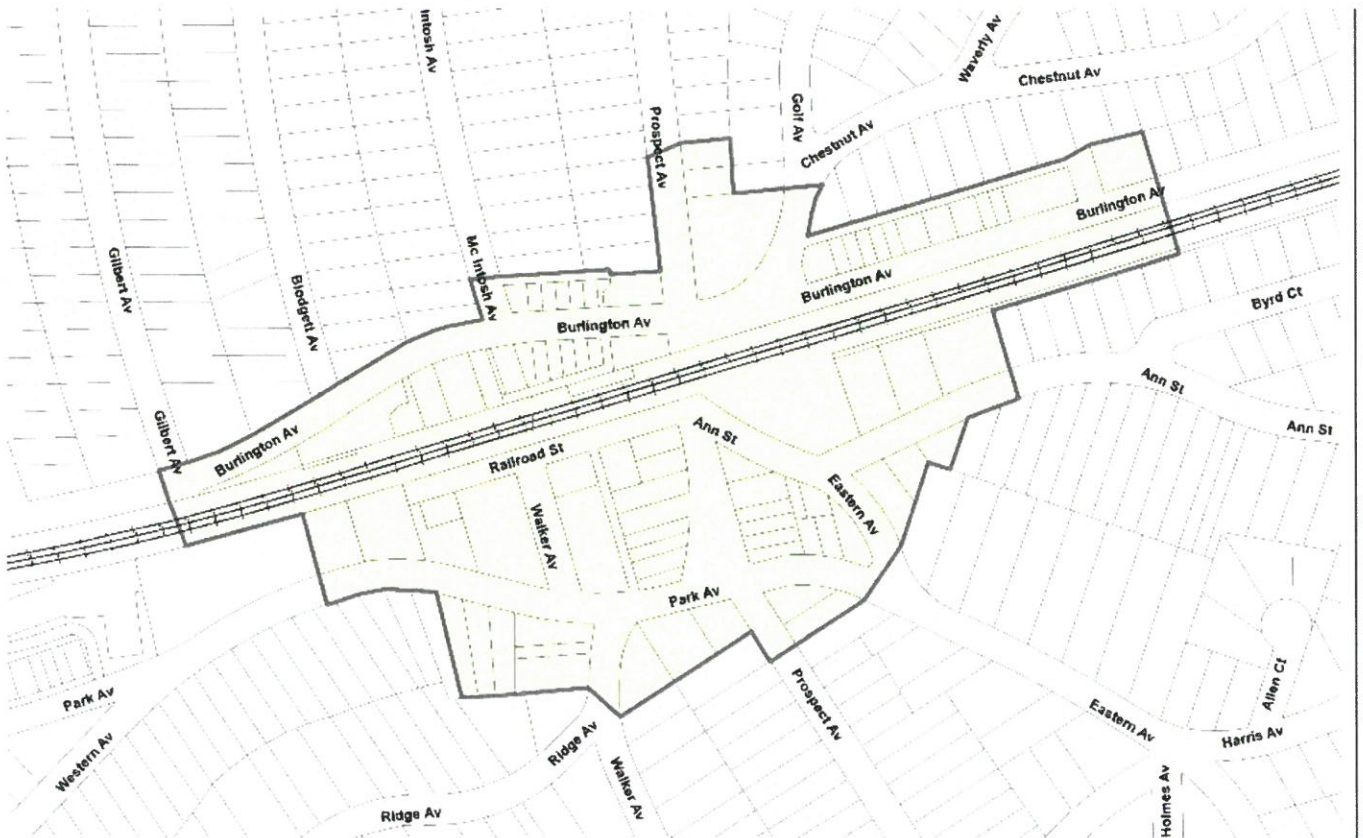
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Village of Clarendon Hills  
Contract ID: 111605  
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## Exhibit A



**Map 1 - Proposed Subject Area**

## Appendix 1

Level	Rate
Partner/Principal*	\$400.00
Executive Director*	\$400.00
Senior Manager	\$325.00
Manager	\$275.00
Senior	\$230.00
Staff	\$190.00

\*In the event five hours of time are exceeded, the rate will be updated to reflect \$500/hour going forward