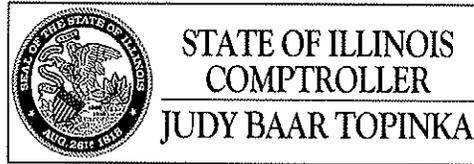


FY 2014  
**ANNUAL TAX INCREMENT FINANCE  
 REPORT**



Name of Municipality: Village of Glenwood Reporting Fiscal Year: **2014**  
 County: Cook Fiscal Year End: **4/30/2014**  
 Unit Code: 016/215/32

TIF Administrator Contact Information			
First Name: <u>Kerry</u>	Last Name: <u>Durkin</u>		
Address: <u>One Asselborn Way</u>	Title: <u>Mayor</u>		
Telephone: <u>708-753-2400</u>	City: <u>Glenwood</u>	Zip: <u>60425</u>	
Mobile: <u>708-491-8776</u>	E-mail: <u>kdurkin@villageofglenwood.com</u>		
Mobile Provider: <u>Verizon Wireless</u>	Best way to contact: _____	Email: _____	Phone: _____
	_____	Mobile: _____	Mail: _____

I attest to the best of my knowledge, this report of the redevelopment project areas in: City/Village of \_\_\_\_\_  
 is complete and accurate at the end of this reporting Fiscal year under the Tax Increment Allocation Redevelopment Act [65 ILCS 5/11-74.4-3 et. seq.] Or the Industrial Jobs Recovery Law [65 ILCS 5/11-74.6-10 et. seq.]  
Kerry Durkin 12-16-14  
 Written signature of TIF Administrator Date

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

FILL OUT ONE FOR EACH TIF DISTRICT		
Name of Redevelopment Project Area	Date Designated	Date Terminated
Glenwood Dyer Road	6/5/2001	12/16/2008
Glenwoodie	2/5/2008	
Halsted and Holbrook	11/4/2003	
Main Street	6/5/2001	
Industrial Park	5/21/1991	
Halsted Redevelopment	1/18/2011	
industrial North	5/17/2011	
Glenwood Town Center	7/5/2011	

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

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

**FY 2014**

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

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

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

**SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))**

**Provide an analysis of the special tax allocation fund.**

**FY 2014**

**TIF NAME: Main Street**

Fund Balance at Beginning of Reporting Period \$ 1,615,771

<b>Revenue/Cash Receipts Deposited in Fund During Reporting FY:</b>	<b>Reporting Year</b>	<b>Cumulative*</b>	<b>% of Total</b>
Property Tax Increment	\$ 256,395	\$ 2,589,003	100%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest			0%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources			0%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)		\$ 156	0%

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

**Total Amount Deposited in Special Tax Allocation Fund During Reporting Period** \$ 256,395

**Cumulative Total Revenues/Cash Receipts** \$ 2,589,159 100%

**Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)** \$ 78,184

**Distribution of Surplus**

**Total Expenditures/Disbursements** \$ 78,184

**NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS** \$ 178,211

**FUND BALANCE, END OF REPORTING PERIOD\*** \$ 1,793,982

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

**SURPLUS\*/(DEFICIT)(Carried forward from Section 3.3)** \$ (326,018)

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

FY 2014

TIF NAME: Main Street

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND  
(by category of permissible redevelopment cost, amounts expended during reporting period)

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

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Costs of studies, administration and professional services—Subsections (q)(1) and (o) (1)		
Legal Services, Rosenthal, Murphey, Coblentz and Donahue	4,924	
Robinson Engineering	15,073	
Cook County Treasurer for property at 120 N Main	3,555	
Write off of Sanfratello Loan for property at 127 W Main Street	11,684	
		\$ 35,236
2. Cost of marketing sites—Subsections (q)(1.6) and (o)(1.6)		
		\$ -
3. Property assembly, demolition, site preparation and environmental site improvement costs. Subsection (q)(2), (o)(2) and (o)(3)		
Faso Excavating for property at 120 N Main St	12,898	
K.L.F. Trucking for demolition of Property at 120 N Main St	28,100	
Wally's Tree Service for removal of trees at 120 N Main St	1,950	
		\$ 42,948
4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings. Subsection (q)(3) and (o)(4)		
		\$ -
5. Costs of construction of public works and improvements. Subsection (q)(4) and (o)(5)		
		\$ -
6. Costs of removing contaminants required by environmental laws or rules (o)(6) - Industrial Jobs Recovery TIFs ONLY		
		\$ -

SECTION 3.2 A

PAGE 2

7. Cost of job training and retraining, including "welfare to work" programs Subsection (q)(5), (o)(7) and (o)(12)

\$ -

8. Financing costs. Subsection (q) (6) and (o)(8)

\$ -

9. Approved capital costs. Subsection (q)(7) and (o)(9)

\$ -

10. Cost of Reimbursing school districts for their increased costs caused by TIF assisted housing projects. Subsection (q)(7.5) - Tax Increment Allocation Redevelopment TIFs ONLY

\$ -

11. Relocation costs. Subsection (q)(8) and (o)(10)

\$ -

12. Payments in lieu of taxes. Subsection (q)(9) and (o)(11)

\$ -

13. Costs of job training, retraining advanced vocational or career education provided by other taxing bodies. Subsection (q)(10) and (o)(12)

\$ -

**SECTION 3.2 A**

**PAGE 3**

14. Costs of reimbursing private developers for interest expenses incurred on approved redevelopment projects. Subsection (q)(11)(A-E) and (o)(13)(A-E)		
		\$ -
15. Costs of construction of new housing units for low income and very low-income households. Subsection (q)(11)(F) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
16. Cost of day care services and operational costs of day care centers. Subsection (q) (11.5) - Tax Increment Allocation Redevelopment TIFs ONLY		
		\$ -
<b>TOTAL ITEMIZED EXPENDITURES</b>		\$ 78,184



**SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5) 65 ILCS 11-74.6-22 (d) (5))**

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period**

FY 2014

TIF NAME: Main Street

**FUND BALANCE, END OF REPORTING PERIOD** \$ 1,793,982

	Amount of Original Issuance	Amount Designated
<b>1. Description of Debt Obligations</b>		

**Total Amount Designated for Obligations** \$ - \$ -

<b>2. Description of Project Costs to be Paid</b>		
Legal Services		\$ 20,000
Main Street Sewer Project		\$ 925,000
Raising of Electric Line		\$ 375,000
Terry Jarosky (Glenwood Oaks)		\$ 350,000
Nugent Square Incentives		\$ 250,000
Property Remediation		\$ 200,000

**Total Amount Designated for Project Costs** \$ 2,120,000

**TOTAL AMOUNT DESIGNATED** \$ 2,120,000

**SURPLUS\*/(DEFICIT)** \$ (326,018)

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

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

**FY 2014**

**TIF NAME: Main Street**

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

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

**Property Acquired by the Municipality Within the Redevelopment Project Area**

Property (1):	
Street address:	120 N. Main Street
Approximate size or description of property:	See Attached Property 1
Purchase price:	100,000.00
Seller of property:	John F. and June C Cole

Property (2):	
Street address:	37 E. Main Street
Approximate size or description of property:	See Attached Property 2
Purchase price:	Tax Sale
Seller of property:	Cook County

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

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

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

PAGE 1

FY 2014

TIF NAME: Main Street

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

Check here if <b>NO</b> projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
<b>ENTER</b> total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			
<b>TOTAL:</b>	<b>11/1/99 to Date</b>	<b>Estimated Investment for Subsequent Fiscal Year</b>	<b>Total Estimated to Complete Project</b>
Private Investment Undertaken (See Instructions)	\$ 7,817,029	\$ 50,000	\$ 7,814,824
Public Investment Undertaken	\$ 1,326,237	\$ 278,929	\$ 1,289,185
Ratio of Private/Public Investment	5 76/85		6 6/97

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

Gabe's Place Glenwood			
Private Investment Undertaken (See Instructions)	\$ 17,000	\$ -	\$ 17,000
Public Investment Undertaken	\$ 4,250	\$ -	\$ 4,250
Ratio of Private/Public Investment	4		4

**Project 2:**

H.N. Properties			
Private Investment Undertaken (See Instructions)	\$ 300,000	\$ -	\$ 300,000
Public Investment Undertaken	\$ 71,380	\$ -	\$ 71,380
Ratio of Private/Public Investment	4 14/69		4 14/69

**Project 3:**

Bruti Associates			
Private Investment Undertaken (See Instructions)	\$ 7,000,000	\$ -	\$ 7,000,000
Public Investment Undertaken	\$ 700,000	\$ -	\$ 700,000
Ratio of Private/Public Investment	10		10

**Project 4:**

Carts n Parts			
Private Investment Undertaken (See Instructions)	\$ 219,000	\$ -	\$ 219,000
Public Investment Undertaken	\$ 109,500	\$ -	\$ 109,500
Ratio of Private/Public Investment	2		2

**Project 5:**

Kelly J Properties			
Private Investment Undertaken (See Instructions)	\$ 68,038	\$ -	\$ 68,038
Public Investment Undertaken	\$ 47,626	\$ -	\$ 47,626
Ratio of Private/Public Investment	1 3/7		1 3/7

**Project 6:**

The Station Rem Inc			
Private Investment Undertaken (See Instructions)	\$ 35,000	\$ -	\$ 35,000
Public Investment Undertaken	\$ 17,500	\$ -	\$ 17,500
Ratio of Private/Public Investment	2		2

<b>Project 7:</b>			
<b>Gabe's Place</b>			
Private Investment Undertaken (See Instructions)	\$ 120,000	\$ -	\$ 120,000
Public Investment Undertaken	\$ 60,000	\$ -	\$ 60,000
Ratio of Private/Public Investment	2		2

<b>Project 8:</b>			
Sanfratello's Kitchen			
Private Investment Undertaken (See Instructions)	\$ 7,991	\$ -	\$ -
Public Investment Undertaken	\$ 15,981	\$ -	\$ -
Ratio of Private/Public Investment	1/2		0

<b>Project 9:</b>			
Terry J Jarosky			
Private Investment Undertaken (See Instructions)	\$ 50,000	\$ 50,000	\$ 55,786
Public Investment Undertaken	\$ 300,000	\$ 278,929	\$ 278,929
Ratio of Private/Public Investment	1/6		1/5

<b>Project 10:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 11:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

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

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

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

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

<b>Project 16:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 17:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 18:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 19:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 20:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 21:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 22:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 23:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 24:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

<b>Project 25:</b>			
Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0



# VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2400  
708.753.2406 Fax

ATTACHMENT B



*MAYOR*  
Kerry Durkin

*CLERK*  
Ernestine T. Dobbins

*TREASURER*  
Edwin Reichard

*TRUSTEES*  
Terrence A. Campbell  
Ronald Gardiner  
Carmen Hopkins  
Richard Nielsen  
Anthony Plott  
Paul Styles, Jr.

December 17, 2014

The Honorable Illinois Comptroller  
James R. Thompson Center  
100 West Randolph Street  
Suite 15-1500  
Chicago, Illinois 60601

To Whom It May Concern:

After discussions with staff regarding the Main Street TIF District, it appears that our municipality has complied with all of the requirements of the Act during the preceding fiscal year.

If you have any questions, please do not hesitate to contact myself or Linda Brunette at 708-753-2400.

Sincerely,

A handwritten signature in black ink that reads "Kerry Durkin". The signature is written in a cursive style.

Kerry Durkin  
Mayor

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

LAW OFFICES

30 NORTH LA SALLE STREET

SUITE 1624

CHICAGO, ILLINOIS 60602

(312) 541-1070

FAX (312) 541-9191

PETER D. COBLENTZ

JOHN F. DONAHUE

JUDITH N. KOLMAN

JOHN B. MURPHEY

PETER M. ROSENTHAL  
(1950-2010)

December 17, 2014

WRITER'S DIRECT LINE

(312) 541-1075

MATTHEW D. ROSE

AMBER M. SAMUELSON

Attachment C

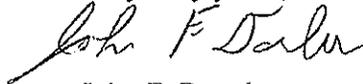
Illinois Comptroller  
James R. Thompson Center  
100 W. Randolph Street, Suite 15-1500  
Chicago, Il. 60601-3252

Re: Village of Glenwood  
Main Street Tax Increment Redevelopment Plan and Project Area

Dear Comptroller:

Please be advised that this office serves as the corporate attorney for the Village of Glenwood. I have reviewed the annual tax increment finance report for the fiscal year ending April 30, 2014 for the Village of Glenwood's Main Street Tax Increment Redevelopment Plan and Project Area and believe that the report is in compliance with the Tax Increment Allocation Redevelopment Act.

Very truly yours,



John F. Donahue

## Attachment D

The Village of Glenwood entered into an agreement with Terry J Jarosky for rehabilitation and remodel of the property know as 106 N. Main Street, Glenwood, IL.

The Village of Glenwood demolished a property located at 37 E Main St., Glenwood (Annie Lees) for which the Village received a tax deed.

The Village of Glenwood entered into an Agreement with New Cingular Wireless PCS for the construction of a cellular tower facility that will accommodate additional users and be owned by the Village

**REDEVELOPMENT AGREEMENT**

**Between**

**VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS**

**And**

**TERRY J. JAROSKY**

**Dated as of March 25, 2014**

---

## REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the 25th day of March, 2014 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **TERRY J. JAROSKY** ("Developer"). (The Village and Developer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### RECITALS

A. The Village has, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act") the authority to approve redevelopment plans and projects for areas within its jurisdiction designated by the Village as blighted or conservation areas pursuant to the Act.

B. In 2001, the Village, in accordance with the Act, approved a Redevelopment Plan and Project, designated the Redevelopment Project Area known as the Main Street Redevelopment Project Area ("Redevelopment Project Area") and adopted tax increment financing for the Main Street Redevelopment Project Area.

C. The "Subject Property" as used in this Agreement is the property described by PINs 32-04-400-004-0000, 32-04-400-011-0000, 32-04-400-012-0000 and 32-04-400-013-0000 which consists of the Glenwood Oaks restaurant and its related parking areas. The Subject Property has a common address of 106 N. Main St., Glenwood, IL. 60425. The Subject Property is located in the Main Street Redevelopment Project Area.

D. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the Subject Property's parking area and the installation of stormwater drainage will improve the environment of the Village; increase the assessed valuation of real estate situated within the Village; increase economic activity within the Village; provide and/or retain jobs within the Village; and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

E. The Developers desire to rehabilitate and remodel the existing parking area located within the Subject Property.

F. The rehabilitation and remodeling of the parking area of the Subject Property would not occur but for the incentives provided for in this agreement which the Village deems to be reasonable and necessary for the development contemplated by this Agreement.

G. No shareholder, officer or director of the Developer is an elected official, officer or employee of the Village.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I**  
**RECITALS PART OF AGREEMENT**

1.1 **Incorporation of Recitals.** The recitations set forth in the foregoing recitals are true, material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

**ARTICLE II**  
**MUTUAL ASSISTANCE**

2.0 **Cooperation.** The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the Village's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent. Further, the Village agrees that it will not enact any ordinances or resolutions removing the Subject Property from the Main Street Redevelopment Project Area without the prior written consent of the Developer.

2.1 Terry J. Jarosky represents and warrants that he is the beneficial owner of the land trust which holds legal title to the Subject Property and that he is the owner and operator of the Glenwood Oaks restaurant located within the Subject Property.

**ARTICLE III**  
**REQUIRED APPROVALS**

3.1 **Plan Approval.** The Developer shall submit to the Village a complete permit application, with all required documentation including engineering, development and other required plans (the "Plans") for the Redevelopment Project to be constructed by the Developer. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

3.2 **Redevelopment Project.** In order to further the development of the Main Street Redevelopment Project Area, the Developer desires to rehabilitate and renovate the existing parking area on the Subject Property as described in Exhibit A and continue to utilize the Subject Property for its operation of the Glenwood Oaks restaurant. The Developers' renovation of the parking area of the Subject Property as described in Exhibit A and the continued use of the Subject Property as the Glenwood Oaks restaurant shall herein be referred to as the Redevelopment Project.

3.3 **Construction Approval.** Prior to commencing any work on the Redevelopment Project, Developer shall obtain or cause its contractors to obtain all requisite governmental permits and approvals for such work and at such times as are required in accordance with Village ordinances and codes. The Developer shall expeditiously construct or cause to be constructed the Redevelopment Project in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to Illinois Prevailing Wage requirements. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's

prior consent. The Developer shall allow the Village's Engineer to inspect and oversee the construction activities on the Subject Property pursuant to section 4.6 from time to time for the purpose of determining that the work is proceeding in accordance with the approved plans.

3.4 **Indemnification.** The Developer covenants and agrees to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developer, its agents, contractors and subcontractors with respect to the Redevelopment Project and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless from and against such claims, damages, demands, expenses, liabilities and losses, including, but not limited to, any claims against the Village for the Developer's failure to comply with the Illinois Prevailing Wage Act.

**ARTICLE IV**  
**REDEVELOPMENT AND USE OF THE PROPERTY AND**  
**CONSTRUCTION OF THE REDEVELOPMENT PROJECT**

4.1 **The Redevelopment Project.** The Parties agree that the Subject Property shall be developed substantially in accordance with the objectives of the Redevelopment Project as set forth in Exhibit A as modified or revised from time to time as mutually agreed to by the Parties and as required by law. The Developer shall be required to obtain and maintain all necessary site plan and other Village reviews and approvals that are a prerequisite to construction, including but not limited to approvals from any other agency having jurisdiction of the Subject Property. Until such requirements have been satisfied, Developer shall have no right to proceed with site preparation or construction.

4.2 **Construction of Redevelopment Project.** The Developer shall commence construction of the Redevelopment Project promptly after approval by the Village of Developer's Plans. The Developer agree to cause construction of the Redevelopment Project to proceed in a timely manner and substantially in accordance with the objectives of the Redevelopment Project as it may be modified or revised from time to time pursuant to the agreement of the Parties. The Developers shall undertake or cause to be undertaken the Redevelopment Project in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency. The completion of construction and the receipt of any final occupancy permit that may be necessary for the Redevelopment Project must be completed on or before December 31, 2014.

4.3 **No Liens.** No mechanics' or other liens shall be established against the Redevelopment Project, the Subject Property, or any Village funds in connection with the Redevelopment Project for labor or materials furnished in connection with any acquisition, demolition, site preparation, construction, additions, modifications, improvements, repairs, renewals or replacements so made; provided, however, that the Developer shall not be in default hereunder if mechanics' or other liens are filed or established and the Developer contest in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developer shall not be in violation of this Section if Developer posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developer sends written notice to the Village advising of

the type and amount of the security posted for such liens. In no event, however, shall the Developer allow the foreclosure of any mechanics' or other liens. The Developer shall pay in full any and all liens for which it is found liable.

4.4 **Agreement to Pay Taxes.** The Developer agree that it shall pay or cause to be paid all real estate tax bills for the Subject Property promptly on or before the due date of such tax bills.

4.5 **Completion of Redevelopment Project.** The Developer agrees to pay any and all costs and expenses necessary for the timely and lien free completion of the Redevelopment Project, even if said costs and expenses exceed the project budget or any amendments thereto, and to indemnify and hold the Village and its officers, elected and appointed, employees, agents and attorneys harmless from and against any and all loss, damage, cost, expense, injury or liability the Village may suffer or incur in connection with the failure of the Developer to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Redevelopment Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

4.6 **Village's Right to Monitor and Inspect Redevelopment Project Site.** In addition to any other rights specified in this Agreement with regard to the construction and maintenance of the Redevelopment Project, the Village shall have the right but not the obligation to inspect the Subject Property for the purpose of monitoring the progress of the Redevelopment Project. During such inspections, which may be made with reasonable advance notice and during normal business hours, Village representatives shall be allowed access to the site as necessary for the Village to determine whether the Redevelopment Project is proceeding in a timely manner and in compliance with all applicable laws, codes, ordinances and regulations, subject to limitations required by safety considerations. The rights set forth herein and the Village's exercise of said rights shall not be construed to relieve the Developer of its separate and independent obligations under this Agreement and under applicable Village codes, regulations and ordinances or as a waiver of any further rights of the Village regarding the construction and maintenance of the Redevelopment Project, including the right to require code compliance and issue stop work orders or violation notices.

**ARTICLE V**  
**PAYMENT AND REIMBURSEMENT OF**  
**REDEVELOPMENT PROJECT COSTS**

5.1 **Definitions.**

(a) For purposes of this Agreement, "Redevelopment Project Costs" shall mean and include all costs defined as "redevelopment project costs" in Section 11-74.4-3(q) of the Act (as now or thereafter provided) which are necessary for the completion of the renovation work

described in Exhibit A, permanently affixed to and attached to the Subject Property and eligible for payment and reimbursement under the Act. "Eligible Redevelopment Project Costs" means Redevelopment Project Costs that have received a Certificate of Eligibility from the Village.

(b) "Real Estate Tax Increment" means the amount of incremental property tax revenue collected from the Main Street Redevelopment Project Area pursuant to the Act that are generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Main Street Redevelopment Project Area which is not otherwise pledged to the payment of any particular obligation. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY OUT OF THE REAL ESTATE TAX INCREMENT COLLECTED FROM THE MAIN STREET REDEVELOPMENT PROJECT AREA.** In the event the Real Estate Tax Increment is insufficient to pay any portion of the amount due, the unpaid amounts shall only be paid, if at all, only when additional Real Estate Tax Increment revenue has been received by the Village.

Developers recognizes that the receipt of "Real Estate Tax Increment" and/or its utilization to reimburse the Developer pursuant to this agreement may be affected by any number of factors, including but not limited to: (1) the payment of property tax refunds by the County; (2) the late payment of, or non-payment of, property taxes from parcels in the Main Street Redevelopment Project Area; (3) a reduction in the EAV ("Equalized Assessed Value") for parcels in the Main Street Redevelopment Project Area (including an EAV reduction which reduces the EAV to an amount which is less than the base EAV for that parcel); (4) the County's use of paid tax increment to correct errors made by the County in prior years or to make adjustments determined to be necessary by the County and (5) the receipt of a Cook County Class 8 incentive for property within the Main Street Redevelopment Project Area; (6) amounts due under other Redevelopment agreements; (7) acts of God or other causalities affecting the Main Street Redevelopment Project Area. Where the Real Estate Tax Increment received by the Village is insufficient to immediately fully pay every obligation that may be owed, the Village reserves the discretion to allocate payments in the manner it best deems to be necessary to further the goals and principles of the Act.

## 5.2 Incentive, Method of Payment.

(a) The Developer shall pay the first \$50,000.00 towards the costs of the Redevelopment Project and shall provide the Village with necessary documentation establishing that it has met this requirement. After the Developer has satisfied its \$50,000.00 obligation, the subsequent costs for the Redevelopment Project for the Subject Property as contemplated by this Agreement will be assisted in part by the reimbursement to the Developer of an amount equal to the lesser of either: (1) 100% of the Developers' Certified Eligible Redevelopment Project Costs incurred after the Developer pays its \$50,000.00 obligation for the Redevelopment Project described in Exhibit A; or (2) \$250,000.00 (Two Hundred Fifty Thousand Dollars). If the cost for the Redevelopment Project exceeds \$300,000.00, but is not more than \$345,000.00, then the Village shall provide an additional incentive equal to 5/6ths of the amount by which the total cost of the Redevelopment Project exceeds \$300,000.00.

(b) **Payment of Contractors.** Prior to the beginning of the construction of the Redevelopment Project, but in no event later than 30 days after this Agreement, Developer shall pay the Village an amount equal to \$50,000.00 plus, if the total cost of the Redevelopment Project is greater than \$300,000.00 but less than \$345,000, an additional amount equal to 1/6<sup>th</sup> of the amount by which the total cost of the Redevelopment Project exceeds \$300,000.00. The Village shall create a Redevelopment Project Fund into which the Village shall deposit the above payment received from the Developer and a Village contribution in the amount of \$250,000.00 plus an additional amount equal to 5/6<sup>ths</sup> of the amount by which the total cost of the Redevelopment Project exceeds \$300,000.00. Bills and invoices for Eligible Redevelopment Project Costs pertaining to the construction of the Redevelopment Project which are approved for payment by the Developer shall be forwarded to the Village by the Developer for payment. The Developer's submission of bills and invoices for Eligible Redevelopment Project Costs to the Village shall constitute the Developer's approval that the bill or invoice is entitled to be paid from the Redevelopment Project Fund and the Village shall have no obligation to make any further inquiries before making the payment due for any Eligible Redevelopment Project Costs. The Developer's contribution to the Redevelopment Project Fund shall first be used for payment of Eligible Redevelopment Project Costs. After the Developer's contribution has been exhausted, the Village's contribution to the Redevelopment Project Fund shall be used for payment of Eligible Redevelopment Project Costs. The Developer understands and agrees that the payment methodology set forth in this section is solely an accommodation by the Village to the Developer so that the Developer does not need to disrupt its cash flow by paying the construction costs and then wait for reimbursement from the Village. The Developer and only the Developer shall enter in to a contract for the construction of the Redevelopment Project work. The Village shall not be a party to the contract for the construction of the Redevelopment Project, or a partner, limited partner or a joint venture with the Developer under any contract pertaining to the construction of the Redevelopment Project.

(c) At no time shall the Developers receive any interest on any amounts owed to it under this Agreement.

(d) The Village's performance under this Agreement shall at all times be contingent upon the Developer's continued ownership and utilization of the Subject Property and its continued operation of the Glenwood Oaks restaurant on the Subject Property.

### 5.3 Certification of Redevelopment Project Costs.

The Developer shall apply for the issuance of a Certificate of Eligibility for Redevelopment Project Costs for the remodeling and renovation of the existing parking area on the Subject Property by submitting to the Village a written request for certification that describes in detail the cost item for which certification is sought (a "Certification Application"). Each Certification Application shall be accompanied by such bills, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates or other evidence that the Village shall reasonably require to establish satisfactory completion of the work for which reimbursement is sought, payment of the costs for the work by the Developer, and that the cost constitutes a Redevelopment Project Cost under the provisions of this Agreement and the TIF Act. No application shall be made until the Developer establishes that it has met its obligation to pay the first \$50,000.00 of the eligible costs.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate whether a cost for which reimbursement is sought is a Redevelopment Project Cost and whether there has otherwise been compliance with the terms of this Agreement. Developer, to the maximum extent permitted by law and to the maximum extent that it has the authority to do so, shall cause any person having possession of information relating to a Certification Application to furnish the Village with information which the Village reasonably considers appropriate for its determination as to whether or not the Certification Application shall be approved.

If the Village determines that the costs for which reimbursement is requested in a Certification Application are Eligible Redevelopment Project Costs and that there has otherwise been compliance with the provisions of this Agreement, as such provisions pertain to the Certification Application, the Village shall issue a written Certificate of Eligibility for the costs. In the event the Village determines that some, but not all, of the costs described in a Certification Application are Eligible Redevelopment Project Costs, the Village shall, proceed to issue a Certificate of Eligibility for that portion of the costs described in the Certification Application which the Village determines constitute Redevelopment Project Costs and send a notice of disapproval as to those costs described in the Certification Application which the Village was unable to determine constitute Eligible Redevelopment Project Costs. If the Village refuses to issue a Certificate of Eligibility as to all or a portion of the costs described in a Certification Application, Developers shall have the right to include such costs in a subsequent Certification Application unless the Village issues a determination that the costs cannot constitute an Eligible Redevelopment Project Cost pursuant to the provisions of this Agreement or pursuant to any applicable law, ordinance, rule or regulation.

The Village shall have thirty-five (35) days after submission of the last required item containing information relating to a Certification Application or the submission of the Certification Application, whichever occurs last, to approve or disapprove a Certification Application and, if the Certification Application is approved, issue a Certificate of Eligibility. If the Certification Application is not approved, the Village shall identify specifically those items that it is not approving and shall issue a Certificate of Eligibility for all other items in the Certification Application.

The issuance of a Certificate of Eligibility by the Village shall not constitute approval of or acceptance of the work for which the cost was incurred that is covered by the Certificate of Eligibility for the purpose of indicating that such work complies with the Village Requirements, including, but not limited to, codes, ordinances and regulations pertaining to the issuance of occupancy permits.

5.4 **Village Accounting.** The Village shall maintain complete books and records showing the Real Estate Tax Increment generated as a result of the extension of *ad valorem* real estate taxes upon the property within the Main Street Redevelopment Project Area and the disbursement of such funds; which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Illinois municipalities and in accordance with the provisions of the Act. Such books and records shall be available for examination by the duly authorized officers or agents of the Developer during normal business

hours upon request made not less than five (5) business days prior to the date of such examination. The Village shall maintain such books and records throughout the term of this Agreement and for four (4) years thereafter, all subject to the requirements of the Act.

**5.5 Village's Right to Inspect Books and Records.** The Developer agrees that, up to four years after completion and approval of the Redevelopment Project, the Village, with reasonable advance notice and during normal business hours, shall have the right and authority to review, audit, and copy, from time to time, the Developer's books and records relating to the Redevelopment Project funded by the Village hereunder (including the following, if any: all loan statements, contractor's sworn statements, general contracts, subcontracts, bills, material purchase orders, waivers of lien, paid receipts and invoices, bank statements, cancelled checks) in order to confirm that reimbursement is being made, or was made, for Redevelopment Project Costs or other purposes permitted under the Act.

## **ARTICLE VI GENERAL PROVISIONS**

### **6.1 Time of Essence.**

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

### **6.2 Default.**

(a) Except as provided for in Sections 5.2(b), a Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

### **6.3 Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

### **6.4 Entire Agreement.**

This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties. The prior redevelopment agreement approved by the Village for the Developer shall be null, void, of no further effect and replaced by this Agreement in all respects.

### **6.5 Severability.**

If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

### **6.6 Illinois Law.**

This Agreement shall be construed its accordance with the laws of the State of Illinois.

### **6.7 Notice.**

Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier

service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered man, return receipt requested.

If to the Village:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425

with a copy to:

John F. Donahue  
Rosenthal, Murphey, Coblenz & Donahue  
30 South LaSalle, Suite 1624  
Chicago, IL 60602

If to the Developer:

Terry J. Jarosky  
Glenwood Oaks  
106 N. Main St.  
Glenwood, IL. 60425

#### **6.8 Assignment.**

Prior to the completion of the Redevelopment Project, the Developer agrees that they shall not sell, assign or otherwise transfer their rights and obligations under this Agreement other than to an entity having common ownership with the Developer.

#### **6.9 Successors and Assigns.**

The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives (including successor Corporate Authorities) as limited by Section 6.8.

#### **6.10 Term of Agreement.**

The term of this Agreement shall commence on the date first above written and shall terminate upon the earlier of the following: (1) the completion of the Redevelopment Project and the reimbursement of all amounts due the Developer for which a Certificate of Eligibility has been issued by the Village; (2) the termination of the Main Street Redevelopment Project Area; or (3) the proper termination of this Agreement under, or as a result of, any term of this Agreement.

**6.11 Interpretations.**

This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

**6.12 Exhibits.**

All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

**6.13 Independent Contractors.**

The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

**6.14 Rights of Third Parties.**

This Agreement does not create any rights on the part of any person or other entity who is not a Party, or an approved assignee of a Party, to this Agreement.

**6.15 Headings.**

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

**6.16 Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

**6.17 Non-waiver.**

The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.



**EXHIBIT A**

**DESCRIPTION OF DEVELOPER'S REDEVELOPMENT PROJECT AND  
DEVELOPER'S ESTIMATED TOTAL PROJECT COSTS**

The Developer's Redevelopment Project is described below:

The rehabilitation and renovation of the parking area of the Subject Property which work shall include the repaving and restriping of the existing parking area on the Subject Property; the installation of stormwater drainage; and the installation of streetscape and parking area beautification components. All work shall be performed in accordance with Village approved plans which may from time to time be amended by agreement of the parties.

Developer's estimated Eligible Redevelopment Project Costs are set forth below:

<b>Total estimated budget for the above described work:</b>	<b>\$334,715.00</b>
<b>Developer's share:</b>	<b>\$ 55,785.84</b>
<b>Maximum Village Incentive:</b>	<b>\$278,929.16</b>

The Developer's estimates of eligible Redevelopment Project Costs are not binding upon the Village. The Village shall make its determination of whether a particular expense is an eligible Redevelopment Project Cost under the terms of this Agreement and the Tax Increment Allocation Redevelopment Act ("Act") upon receipt of the Developer's application to certify a cost as an eligible Redevelopment Project Cost and any additional information that may be required.

No Certificate of Eligibility shall be issued for any expense which is not a Redevelopment Project Cost for purposes of the Act and which does not otherwise constitute a cost which the Village is authorized to pay pursuant to the Act or this Agreement. Developer shall only be entitled to be reimbursed pursuant to this Agreement for costs which constitute a Redevelopment Project Cost as defined in Section 11-74.4-3(q) of the Act.

Developers acknowledge and agree that the actual cost of its improvements and expenses may exceed the amounts specified in this Exhibit and that Developer will not be entitled to reimbursement pursuant to the Agreement for costs which are incurred to the extent such costs exceed the amounts payable by the Village as specified in this Agreement.

**Village of Glenwood, Illinois**  
**Main Street Tax Increment Financing**  
**District Fund**

Financial and Compliance Report  
Year Ended April 30, 2014

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## Independent Auditor's Report on Supplementary Information

To the Honorable President and  
Members of the Board of Trustees  
Village of Glenwood, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Glenwood, Illinois (the Village) as of and for the year ended April 30, 2014 and the related notes to the financial statements, which collectively comprise the Village's basic financial statements and have issued our report thereon dated December 2, 2014, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements. We did not audit the financial statements of the Police Pension Fund, which represents 59.2 percent, 63.2 percent and 37.7 percent, respectively, of assets, fund balance/net position and revenues/additions of the aggregate remaining fund information. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Police Pension Fund, is based solely on the report of the other auditors.

The accompanying supplementary information is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

*McGladrey LLP*

Chicago, Illinois  
December 2, 2014

Village of Glenwood, Illinois

Balance Sheet

Main Street Tax Increment Financing District Fund

April 30, 2014

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Assets:	
Cash and cash equivalents	<u>\$ 1,793,982</u>
Fund balance:	
Restricted	<u>\$ 1,793,982</u>

Village of Glenwood, Illinois

Schedule of Revenues, Expenditures and Changes in Fund Balance  
Main Street Tax Increment Financing District Fund  
Year Ended April 30, 2014

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Revenues:	
Property taxes	\$ 256,395
Expenditures:	
Current:	
Administration:	
Legal services	4,924
Other	58,187
Engineering services	15,073
<b>Total expenditures</b>	<u>78,184</u>
<b>Change in fund balance</b>	178,211
Fund balance:	
May 1, 2013	<u>1,615,771</u>
April 30, 2014	<u>\$ 1,793,982</u>



## Independent Auditor's Report on Compliance

To the Honorable President and  
Members of the Board of Trustees  
Village of Glenwood, Illinois

### Compliance

We have audited the Village of Glenwood, Illinois' (the Village) compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) applicable to the Village's Main Street Tax Increment Financing District Fund for the year ended April 30, 2014.

### Management's Responsibility

Compliance with the requirements referred to above is the responsibility of the Village's management.

### Auditor Responsibility

Our responsibility is to express an opinion on the Village's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the Village's Main Street Tax Increment Financing District Fund occurred. An audit includes examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Village's compliance with those requirements.

### Opinion

In our opinion, the Village of Glenwood, Illinois complied, in all material respects, with the compliance requirements referred to above that are applicable to the Village's Main Street Tax Increment Financing District Fund for the year ended April 30, 2014.

This report is intended solely for the information and use of management, Board of Trustees, the Joint Review Board, and the Illinois Office of the Comptroller and is not intended to be, and should not be, used by anyone other than these specified parties.

*McGladrey LLP*

Chicago, Illinois  
December 2, 2014