

FY 2015
ANNUAL TAX INCREMENT FINANCE
REPORT



STATE OF ILLINOIS
COMPTROLLER
LESLIE GEISSLER MUNGER

Name of Municipality: Village of Glenwood Reporting Fiscal Year: 2015
 County: Cook Fiscal Year End: 4/30/2015
 Unit Code: 016/215/32

TIF Administrator Contact Information			
First Name: <u>Ronald</u>	Last Name: <u>Gardiner</u>		
Address: <u>One Asselborn Way</u>	Title: <u>Village President</u>		
Telephone: <u>708-753-2400</u>	City: <u>Glenwood</u>	Zip: <u>60425</u>	
Mobile	E-mail- <u>rgardiner@villageofglenwood.com</u> required		
Mobile Provider	Best way to contact	<input checked="" type="checkbox"/> Email	<input type="checkbox"/> Phone
		<input type="checkbox"/> Mobile	<input type="checkbox"/> 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.]

[Signature] 2/19/16
 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	11/17/2015
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 2015 Halsted Redevelopment

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

	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)] If yes, please enclose the amendment labeled Attachment A	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)] Please enclose the CEO Certification labeled Attachment 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)] Please enclose the Legal Counsel Opinion labeled Attachment C		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)] If yes, please enclose the Activities Statement labeled Attachment D		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)] If yes, please enclose the Agreement(s) labeled Attachment E		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)] If yes, please enclose the Additional Information labeled Attachment F	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)] If yes, please enclose the contract(s) or description of the contract(s) labeled Attachment G	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)] If yes, please enclose the Joint Review Board Report labeled Attachment H	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)] If yes, please enclose the Official Statement labeled Attachment I	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)] If yes, please enclose the Analysis labeled Attachment J	X	
Cumulatively, have deposits from any source 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)] If yes, please enclose Audited financial statements of the special tax allocation fund labeled Attachment K		X
Cumulatively, have deposits of incremental taxes 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)] If yes, please enclose a certified letter statement reviewing compliance with the Act labeled Attachment L	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)] If yes, please enclose list only of the intergovernmental agreements labeled Attachment M	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 2015

TIF NAME: Halsted Redevelopment

Fund Balance at Beginning of Reporting Period \$ -

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment			0%
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	\$ 146,191	\$ 146,191	100%
Private Sources			0%
Other (identify source _____; if multiple other sources, attach schedule)			0%

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period \$ 146,191

Cumulative Total Revenues/Cash Receipts \$ 146,191 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 146,191

Distribution of Surplus

Total Expenditures/Disbursements \$ 146,191

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS \$ -

FUND BALANCE, END OF REPORTING PERIOD* \$ -

* 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) \$ -

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		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 146,191

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

FY 2015

TIF NAME:

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

No property was acquired by the Municipality Within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

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

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

FY 2015

TIF NAME: Halsted Redevelopment

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 NO projects were undertaken by the Municipality Within the Redevelopment Project Area: <input checked="" type="checkbox"/> X <input type="checkbox"/>			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			1
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 146,191	\$ -	\$ -
Public Investment Undertaken	\$ 724,198	\$ -	\$ -
Ratio of Private/Public Investment	1/5		0

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

All Star Management #7 Inc			
Private Investment Undertaken (See Instructions)	\$ 146,191	\$ -	\$ -
Public Investment Undertaken	\$ 724,198	\$ -	\$ -
Ratio of Private/Public Investment	1/5		0

Project 2:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6:

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

February 19, 2016

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 Halsted Redevelopment TIF District, it appears that our municipality has complied with all of the requirements of the Act during the preceding fiscal year 2015.

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

Sincerely,

Ronald J. Gardiner
Village President

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)

MATTHEW D. ROSE
AMBER M. SAMUELSON

February 17, 2016

WRITER'S DIRECT LINE
(312) 541-1075

Attachment C

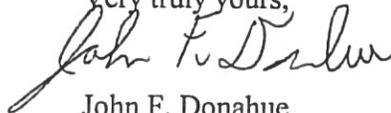
Illinois Comptroller
James R. Thompson Center
100 W. Randolph Street, Suite 15-1500
Chicago, Il. 60601-3252

Re: Village of Glenwood
Halsted 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, 2015 for the Village of Glenwood's Halsted 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

On August 7, 2014, the Village of Glenwood entered into a redevelopment agreement with All Star Management #7 Inc.. The Agreement is for renovation and remodeling of the property at 18257 S Halsted Street, Glenwood, IL. This property is also known as Wendy's Hamburgers. The reimbursement amount on this redevelopment agreement is not to exceed \$150,000.00

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

and

ALL STAR MANAGEMENT #7, INC.

Dated as of August 7, 2014

Attachment E

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the ___st day of August, 2014 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village"), **ALL STAR MANAGEMENT #7, Inc.** ("Developer"), an Illinois Corporation. (The Village and Developers 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. The Village has, in accordance with the Act, by Ordinances adopted a Redevelopment Plan and Project and designated the Redevelopment Project Area known as the Halsted Redevelopment Project Area and has adopted tax increment financing for the Halsted Redevelopment Project Area.

C. The "Subject Property" as used in this Agreement is the property identified by PIN#: 29-33-301-107-0000 and commonly known as 18257 S. Halsted Street, Glenwood, Illinois. The Subject Property is used by Developer as lessee for the operation of Wendy's restaurant. The Developer's lease of the Subject Property is a triple net lease which requires the Developer to pay all real estate taxes levied against the Subject Property. The Subject Property is located in the Halsted Redevelopment Project Area.

D. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the existing structure located within the Subject Property will further the growth of the Village, facilitate the redevelopment of the Halsted Redevelopment Project Area; improve the environment of the Village; increase the assessed valuation of real estate situated within the Village; increase the economic activity within the Village; provide 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 Developer(s) desire to rehabilitate and remodel the existing building on the Subject Property.

F. The rehabilitation and remodeling 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, director or employee of any of the Developers 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 Halsted Redevelopment Project Area without the prior written consent of the Developer.

2.1 All Star Management #7 Inc. represents and warrants that it is an Illinois Corporation that is in good standing and authorized to transact business in Illinois.

ARTICLE III
REQUIRED APPROVALS

3.1 **Plan Approval.** The Developers 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 Developers. 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 Halsted Redevelopment Project Area, the Developer desires to rehabilitate and renovate the existing building on the Subject Property as described in Exhibit A and continue to utilize the Subject Property for its operation of a Wendy's restaurant. The Developers' renovation of the Subject Property as described in Exhibit A and the continued use of the Subject Property for the design and manufacture of material handling equipment shall herein be referred to as the Redevelopment Project.

3.3 **Construction Approval.** Prior to commencing any work on the Redevelopment Project, the Developers 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 Developers 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 Developers shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent.

3.4 **Indemnification.** The Developers covenant and agree to pay, at its expense, any and all claims, damages, demands, expenses, liabilities and losses resulting from the construction and development activities of the Developers, 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 Developers' 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 Developers 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, the Developers shall have no right to proceed with site preparation or construction.

4.2 **Construction of Redevelopment Project.** The Developers shall commence construction of the Redevelopment Project promptly after approval by the Village of Developers' Plans. The Developers 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 January 31, 2015.

4.3 **No Liens.** No mechanics' or other liens shall be filed/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 Developers shall not be in default hereunder if mechanics' or other liens are filed or established and the Developers contest in good faith said mechanics' liens or otherwise discharge said liens within 120 days of notice of said

lien. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, Developers shall not be in violation of this Section if Developers posts a bond or a letter of credit in an amount sufficient to cover any liens, and the Developers send written notice to the Village advising of the type and amount of the security posted for such liens. In no event, however, shall the Developers allow the foreclosure of any mechanics' or other liens. The Developers shall pay in full any and all liens for which it is found liable.

4.4 **Agreement to Pay Taxes.** The Developer(s) 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. This obligation applies regardless of whether the payment of real estate taxes is an obligation of the Developer or an obligation of the owner of the property.

4.5 **Completion of Redevelopment Project.** The Developers agree 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 Developers to complete the Redevelopment Project, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developers 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 Developers 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 those costs described in Exhibit A which are 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: (1) the Halsted Redevelopment Project Area other than the tax increment collected from the property bounded by Halsted St. on the west; Arquilla Dr. on the north; Roberts Road on the east; and Strieff on the south (consisting of PINs which include but may not necessarily be limited to 32-04-100-025-0000, 32-04-100-028-0000, 32-04-100-030-0000, 32-04-100-034-0000, 32-04-100-035-0000, 32-04-100-036-0000, 32-04-100-037-0000, 32-04-100-038-0000, 32-04-100-039-0000, 32-04-100-040-0000, 32-04-100-041-0000, 32-04-100-042-0000, 32-04-100-043-0000 and 32-04-100-044-0000); and/or (2) the contiguous Halsted/Holbrook 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 said Redevelopment Project Areas which are 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 AS DEFINED ABOVE.** 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 when additional Real Estate Tax Increment revenue has been received by the Village.

5.2 **Incentive, Method of Payment.**

(a) The Parties acknowledge that the development of the Redevelopment Project for the Subject Property as contemplated by this Agreement will be assisted in part by the reimbursement to the Developers of an amount equal to the **lesser of** either: (1) 25% of the Developers' actual Certified Eligible Redevelopment Project Costs for the remodeling and renovation of the existing building on the Subject Property as described in Exhibit A; or (2) \$150,000.00 (One Hundred Fifty Thousand Dollars).

(b) The Developers recognizes that its reimbursement will depend upon the extent to which Real Estate Tax Increment is received by the Village and other obligations for which said funds may be used. Accordingly, the Developers recognizes that the Village shall not be in default of this Agreement or in any manner held liable if the Real Estate Tax Increment actually received by the Village is not sufficient to fully reimburse the Developers for all of the Developers' Eligible Redevelopment Project Costs, as certified by the Village.

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

(d) All the payments due to the Developers pursuant to this Agreement are contingent upon the Developer's continued utilization of the Subject Property and the operation of the Subject Property as a Wendy's restaurant.

(e) The Developer agrees that all reimbursement payments due under this Agreement shall be made to All Star Management #7, Inc.

(f) In addition to the incentive provided for above the Village and the Developer shall execute the Sales Tax Sharing Incentive Agreement attached as Exhibit B. The Incentives provided in the Sales Tax Sharing Incentive Agreement shall be in addition to those provided for in this Agreement.

5.3 Certification of Redevelopment Project Costs.

The Developers shall apply for the issuance of a Certificate of Eligibility for Redevelopment Project Costs for the remodeling and renovation of the existing building 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.

The Village shall have the right to inspect any improvements for which a Certification Application has been submitted and to review the records of Developers 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. Developers, 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 Industrial Park 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 Developers 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 Developers 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 Developers' 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, Coblentz & Donahue
30 South LaSalle, Suite 1624
Chicago, IL 60602

If to the Developers:

All Star Management NO 7 Inc.
389 William Latham Drive ste 2
Bourbonnais IL 60914
Attn: Mario A Allegro

6.8 Assignment.

Prior to the completion of the Redevelopment Project, the Developers 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 Developers.

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 Developers for which a Certificate of Eligibility has been issued by the Village; (2) the termination of the Halsted 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.

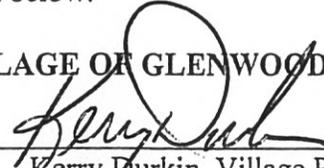
The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and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

6.18 Severability.

If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part not held invalid or unenforceable. Any provisions or parts of this Agreement not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the dates set forth below.

VILLAGE OF GLENWOOD

By: 
Kerry Durkin, Village President

Date: 8-7-14

EXHIBIT A

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

The Developers' Redevelopment Project is described below:

The rehabilitation and renovation of the Wendy's restaurant building and grounds on the Subject Property which work shall include site work, remodeling and renovation of the existing Wendy's restaurant on the Subject Property, landscaping and related professional architectural, engineering, and surveying costs.

Developers' estimated Eligible Redevelopment Project Costs are set forth below:

Professional Fees/Plan Development:	\$ 43,750.00
Site Work:	\$ 36,760.00
Building remodeling:	\$533,407.00
Signage:	\$ 56,671.00
Landscaping:	\$ 15,000.00
Kitchen ceiling, floors and walls:	<u>\$ 38,610.00</u>
Total estimated Eligible Redevelopment Project Costs:	\$724,198.00

The Developers' 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 Developers' 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. Developers 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 Developers will not be entitled to reimbursement pursuant to the Agreement for costs which are incurred to the extent such costs exceed the amounts as specified in this Agreement.

Exhibit B

(Sales Tax Sharing Incentive Agreement)

ATTACHMENT K

Village of Glenwood, Illinois
TIF Halsted Street Fund

Financial and Compliance Report
Year Ended April 30, 2015

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Village of Glenwood, Illinois

Schedule of Revenues, Expenditures and Changes in Fund Balance
TIF Halsted Street Fund
Year Ended April 30, 2015

Revenues:	<u>\$ -</u>
Expenditures:	
Redevelopment agreements	146,191
Total expenditures	<u>146,191</u>
Deficiency of revenues under expenditures	(146,191)
Other financing sources:	
Transfer in	<u>146,191</u>
Change in fund balance	-
Fund balance:	
May 1, 2014	<u>-</u>
April 30, 2015	<u><u>\$ -</u></u>