

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: Ronald Last Name: Gardiner
 Address: One Asselborn Way Title: Village President
 Telephone: 708-753-2400 City: Glenwood Zip: 60425
 E-mail- rgardiner@villageofglenwood.com
 Mobile required
 Mobile Best way to Email Phone
 Provider contact 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.]

 Written signature of TIF Administrator Date 2/19/16

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

Name of Redevelopment Project Area:	Main Street
Primary Use of Redevelopment Project Area*:	Combination/Mixed
If "Combination/Mixed" List Component Types:	Retail/Office/Genl Bus
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: Main Street

Fund Balance at Beginning of Reporting Period

\$ 1,793,982

Revenue/Cash Receipts Deposited in Fund During Reporting FY:	Reporting Year	Cumulative*	% of Total
Property Tax Increment	\$ 139,587	\$ 2,728,590	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 T Jarosky____; if multiple other sources, attach schedule)	\$ 50,000		0%

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

Total Amount Deposited in Special Tax Allocation

Fund During Reporting Period

\$ 189,587

Cumulative Total Revenues/Cash Receipts

\$ 2,728,590 | 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 737,220

Distribution of Surplus

Total Expenditures/Disbursements

\$ 737,220

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

\$ (547,633)

FUND BALANCE, END OF REPORTING PERIOD*

\$ 1,246,349

* 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)

\$ (22,415)

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 2015

TIF NAME: Main Street

FUND BALANCE, END OF REPORTING PERIOD \$ 1,246,349

	Amount of Original Issuance	Amount Designated
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1. Description of Debt Obligations

	\$ 250,764	\$ 250,764
Transfers to contingent TIF		

Total Amount Designated for Obligations \$ 250,764 \$ 250,764

2. Description of Project Costs to be Paid

Legal Services		\$ 25,000
Terry Jarosky Redvelopment Agreement		\$ 43,000
Porkchop Redevelopment Agreement		\$ 250,000
Property Remediation		\$ 700,000

Total Amount Designated for Project Costs \$ 1,018,000

TOTAL AMOUNT DESIGNATED \$ 1,268,764

SURPLUS*/(DEFICIT) \$ (22,415)

* 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 2015

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:	
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:	

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 2015

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 NO projects were undertaken by the Municipality Within the Redevelopment Project Area: _____			
ENTER total number of projects undertaken by the Municipality Within the Redevelopment Project Area and list them in detail below*.			
_____ <u>11</u>			
TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 7,863,065	\$ -	\$ -
Public Investment Undertaken	\$ 1,410,698	\$ 44,000	\$ 30,750
Ratio of Private/Public Investment	5 35/61		0

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

Gabe's Place Glenwood			
Private Investment Undertaken (See Instructions)	\$ 17,000	\$ -	\$ -
Public Investment Undertaken	\$ 4,250	\$ -	\$ -
Ratio of Private/Public Investment	4		0

Project 2:

H.N. Properties			
Private Investment Undertaken (See Instructions)	\$ 300,000	\$ -	\$ -
Public Investment Undertaken	\$ 71,380	\$ -	\$ -
Ratio of Private/Public Investment	4 14/69		0

Project 3:

Bruti Associates			
Private Investment Undertaken (See Instructions)	\$ 7,000,000	\$ -	\$ -
Public Investment Undertaken	\$ 700,000	\$ -	\$ -
Ratio of Private/Public Investment	10		0

Project 4:

Carts n Parts			
Private Investment Undertaken (See Instructions)	\$ 219,000	\$ -	\$ -
Public Investment Undertaken	\$ 109,500	\$ -	\$ -
Ratio of Private/Public Investment	2		0

Project 5:

Kelly J Properties			
Private Investment Undertaken (See Instructions)	\$ 68,038	\$ -	\$ -
Public Investment Undertaken	\$ 47,626	\$ -	\$ -
Ratio of Private/Public Investment	1 3/7		0

Project 6:

The Station REM Inc			
Private Investment Undertaken (See Instructions)	\$ 35,000	\$ -	\$ -
Public Investment Undertaken	\$ 17,500	\$ -	\$ -
Ratio of Private/Public Investment	2		0

Project 7:			
Gabe's Place			
Private Investment Undertaken (See Instructions)	\$ 120,000	\$ -	\$ -
Public Investment Undertaken	\$ 60,000	\$ -	\$ -
Ratio of Private/Public Investment	2		0

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

Project 9:			
Terry J Jarosky			
Private Investment Undertaken (See Instructions)	\$ 55,786	\$ -	\$ -
Public Investment Undertaken	\$ 274,711	\$ -	\$ -
Ratio of Private/Public Investment	13/64		0

Project 10:			
Sharon D Ward White/Star Design Studios			
Private Investment Undertaken (See Instructions)	\$ -	\$ -	\$ -
Public Investment Undertaken	\$ 35,000	\$ -	\$ -
Ratio of Private/Public Investment	0		0

Project 11:			
Terry J Jarosky			
Private Investment Undertaken (See Instructions)	\$ 40,250	\$ -	\$ -
Public Investment Undertaken	\$ 74,750	\$ 44,000	\$ 30,750
Ratio of Private/Public Investment	7/13		0

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

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

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

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

VILLAGE OF GLENWOOD

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425
ATTACHMENT B

708.753.2400
708.753.2406 Fax



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 Main Street 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,

A handwritten signature in black ink, appearing to read "R. Gardiner". The signature is stylized and fluid.

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 18, 2016

WRITER'S DIRECT LINE

(312) 541-1075

Attachment C

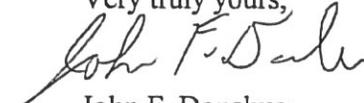
Illinois Comptroller
James R. Thompson Center
100 W. Randolph Street, Suite 15-1500
Chicago, Il. 60601-3252

Re: Village of Glenwood
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, 2015 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

On April 4, 2015, the Village of Glenwood entered into a Redevelopment Agreement with Porkchop Glenwood, LLC. The Agreement is for reimbursement for renovations and other improvements up to \$250,000.00

On March 3, 2015, the Village of Glenwood entered into a Redevelopment Agreement with Terry J Jarosky. The Agreement states the developer will be reimbursed for eligible project costs up to a maximum of 65% of costs incurred but not to exceed \$74,750.00.

The Village of Glenwood entered into a Redevelopment Agreement on October 21, 2014 with Sharon D.Ward-White & Star Design Hair Studio & Spa LLC. The Agreement state the developer will be assisted with the renovations and improvements up to 100% of the eligible project costs, but not to exceed \$35,000.

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

**SHARON D. WARD-WHITE &
STAR DESIGN HAIR STUDIO & SPA, LLC**

Dated as of October 21, 2014

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the 21st day of October, 2014 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **SHARON D. WARD-WHITE** and **STAR DESIGN HAIR STUDIO & SPA, LLC** (collectively "Developers"). (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. 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 PIN 32-03-318-005-0000 which consists of the Star Design Hair Studio & Spa and its related parking areas. The Subject Property has a common address of 115 W. 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 replacement of the windows and roof on the Subject Property 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 replace the windows and roof on the Subject Property.

F. The replacement of the windows and roof on 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 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:

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 Village reviews and approvals that are a prerequisite to construction of the Redevelopment Project.

4.2 **Construction of Redevelopment Project.** The Developers shall commence construction of the Redevelopment Project promptly after obtaining the any required permits and approvals from the Village. 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 Redevelopment Project must be completed on or before July 1, 2015.

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 the Redevelopment Project; 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. 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 post a bond or a letter of credit in an amount sufficient to cover any liens, and the Developers 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 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 Developers 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.

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.

5.2 Incentive, Method of Payment.

(a) The costs for 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 100% of the Developers' Certified Eligible Redevelopment Project Costs incurred not to exceed \$35,000 for the total project.

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

(c) The Village's performance under this Agreement shall at all times be contingent upon the Developers' continued ownership and utilization of the Subject Property and its continued operation of the Star Design Hair Studio & Spa on the Subject Property.

(d) All Village payments due under this Agreement shall be made to Star Design Hair Studio & Spa, LLC.

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 replacement of the windows and roof 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 Developers, 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.

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) 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.

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

If to the Developers:

Star Design Hair Studio & Spa, LLC
115 W. Main St.
Glenwood, IL. 60425

6.8 Assignment.

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

Star Design Hair Studio & Spa, LLC

Summary of Quotes

Roof

Quote 1	Billings Roofing System	Tamko Heritage AR 30yr. Laminate Shingles	\$ 8,000
Quote 2	Billings Roofing System	Owens Corning Duration Premium Cool Shingles No warranty noted	\$ 10,900
Quote 3	David Valerius	Green Roof	\$ 34,860
Quote 4	David Valerius		\$ 15,540

Windows

Quote 1	Absolute Renovating Inc.	Window Replacement Double Pane	\$ 15,500
Quote 2	Billings Roofing System	Climate Guard 500-R Series Vinyl Thermal Replacement Windows	\$ 15,000
Quote 3	Climate Guard	500-R Series	\$ 7,413
Quote 4	Billings Roofing System	Climate Guard 200-R Series Vinyl Thermal Replacement Windows	\$ 16,000



THE EVANS WILLIAMS LAW GROUP, LLC

2024 Hickory Road, Suite 306, Homewood, IL 60430
Office (708) 991-7110 • Toll Free (855) 733-2290 • Fax (708) 991-7095
www.TEWLG.com

PRINCIPAL

CATHER R. EVANS WILLIAMS

STAFF ATTORNEY

SHELLYE A. TAYLOR
TOMÁS J. RODRÍGUEZ

OF COUNSEL

MATTHEW A. INGRAM
PAMELA R. CLEARY

VIA EMAIL to dgayden@villageofglenwood.com

September 17, 2014

Ms. Donna Gayden
Glenwood Village Administrator
13 South Rebecca
Glenwood, Illinois 60425

Re: STAR DESIGN HAIR STUDIO & SPA, LLC – TIF REDEVELOPMENT REQUEST

Dear Ms. Gayden:

Please be advised that I have been retained by Ms. Sharon Ward-White, as the owner, of Star Design Hair Studio & Spa, LLC regarding a TIF redevelopment request. Accordingly, we kindly ask that you consider the following proposal:

Dollar Amount Requested: \$30,540.09: \$15,540.09 for the replacement of the roof and \$15,000.00 for the replacement of the windows.

Purpose of Request: Star Design Hair Studio & Spa, LLC (“Spa”) requests tax increment financing (“TIF”) to improve the functionality of the Spa and to train and develop the staff and independent contractors, (“Staff”) that provide services in the company. Specifically, the Spa seeks to utilize the TIF to improve the roof and windows of the property located at 115 W. Main Street, Glenwood, IL and provide ongoing customer development education to its Staff. The Spa provides services including but not limited to spa, Botox, hair, and nail services to the community. It attracts customers in and outside of the community which increases direct and potentially indirect revenue for the Village.

As a strong leader and with the right tools, the Spa can enhance the community by upgrading and improving the curb appeal on Main Street, increasing competitive positions in the marketplace, and offering professional services comparable to those found in large cities in the Village of Glenwood.

Justification for Request: The roof and windows are in desperate need of replacement. The framework on the windows, as well as the caulk or putty used, has created broken seals between it and the glass causing peeling, warping, flaking, and chipping causing a serious loss of heat. The broken seals are allowing air in and the trapped air results in condensation that is visible between the panes. The windows are saturated with moisture that translates to a thick fog or snowflake-like deposits on the inside of the glass. Leaks are occurring around the windows,

door frames, and rain is seeping in through the basement windows causing moldy walls and moisture. Additionally, insects, spiders, and bugs are getting through the small cracks in seal and/or windows.

The roof as it exists is showing significant granule loss throughout. The fiberglass matting is showing consistent with an aging roof. Additionally, there is a leak in the upper level roof near the chimney which shows various attempts to patch the roof at no avail.

The Spa has obtained three (3) estimates for the roof and windows from the Village of Glenwood's approved contractor's list. All estimates indicate the need for a roof replacement and new windows. Please see the attached estimates. The Spa would like to choose David Valerius, LLC to complete the necessary roof work and Billings Systems (Option 1) to complete the necessary windows work.

Description of the Proposed Project: The description of the project is to remove all existing windows, load for removal and disposal, properly install forty-five new 500-Series windows with gas, install three block windows, and install new aluminum capping as needed. Remove and replace entry door at street side of property, caulk and seal as needed. Additionally, tear-off all old shingles and install new shingles on the entire roofing area.

Describe the Role of the Individual Team Members: The Spa is in the process of building an effective, friendly, and hardworking team for our community that will consist of a manicurist, pedicurist, massage therapist, esthetician, hair stylist, trichologist, and Botox physician. The Spa will utilize the services of the pre-approved contractors on the Village of Glenwood's list to complete the work necessary to improve the windows and roof. With said improvements, the curb appeal and functionality of the spa will be enhanced for the community.

Without TIF Funds the Project Would: If the Spa is not awarded TIF funds, then it will not be able to repair the windows and roof in a timely manner, whereby delaying the upgraded functionality of the Spa and improved curb appeal on Main Street.

Please contact me to discuss whether the proposal must be modified before final presentation to the redevelopment committee. Should you have any questions, comments, or desire any further explanation, kindly contact me.

Sincerely,

The Evans Williams Law Group, LLC



Cathe R. Evans Williams
Attorney at Law

CRE/mas

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

TERRY J. JAROSKY

Dated as of March 3, 2015

REDEVELOPMENT AGREEMENT

This redevelopment agreement (the "Agreement") is made and entered into as of the 3rd 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 Developer and the Village desire to enter into this Redevelopment Agreement in order to allow for reimbursement for a portion of the Developer's costs related to its renovation and remodeling of the Subject Property.

E. The corporate authorities of the Village, after due and careful consideration, have concluded that the renovation/remodeling of the Subject 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.

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 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 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 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, 2015.

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 Parties acknowledge that the development of the Subject Property as provided in the Redevelopment Project will be assisted in part by the reimbursement to the Developer of a portion of the Developer's eligible Redevelopment Project Costs incurred for the acquisition of the Subject Property and the renovation and remodeling of the structures on the Subject Property as certified by the Village. Subject to the terms of this Agreement, the Developer shall receive the following incentive:

Reimbursement of the Developer's Eligible Redevelopment Project Costs for the renovation and remodeling of the Subject Property in a maximum amount that shall not exceed **the lessor of** either: (1) 65% of the Developer's Eligible Redevelopment Project Costs incurred for the renovation and remodeling of the structures on the Subject Property as certified by the Village to the extent allowed by the Act or (2) \$74,750.00.

(b) All the payments due to the Developer pursuant to this Agreement are contingent upon the Developer's continued ownership of the Subject Property and the Developer's payment of property taxes when due.

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

5.3 Certification of Redevelopment Project Costs.

The Developer shall apply for the issuance of a Certificate of Eligibility 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, 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 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) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party 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. Upon a breach of this Agreement, the non defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, or may be awarded damages for failure of performance. 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.

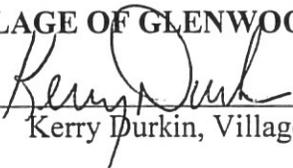
The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and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

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: 3-5-15

TERRY J. JAROSKY

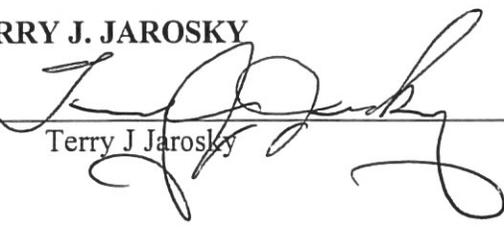
By: 
Terry J Jarosky

EXHIBIT A

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

The Developer's Redevelopment Project is described below:

The replacement of three affixed awnings, update lighting fixtures and installation of LED lighting, update the roof signage and install LED signage, demo and remodel the men's and women's bathrooms, install a new grease trap, install a new kitchen floor, and asphalt and landscaping

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

Replacement of three affixed awnings	\$4,429.00
Updated lighting fixtures and install LED lighting	\$20,301.00
Update the roof signage and install LED signage	\$8,550.00
Demo and remodel the men's and women's bathrooms	\$50,322.00
Installing a new grease trap	\$12,000.00
Installing a new kitchen floor	\$10,000.00
Asphalt and landscaping	\$9,398.00
Total estimated budget for the above described work:	\$115,000.00
Maximum Village Incentive:	\$86,250.00

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.

REDEVELOPMENT AGREEMENT

Between

VILLAGE OF GLENWOOD, COOK COUNTY, ILLINOIS

And

PORKCHOP GLENWOOD LLC.

REDEVELOPMENT AGREEMENT

This redevelopment agreement (this "agreement") is made and entered into as of the date it is executed by all parties by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (the "Village") and **PORKCHOP GLENWOOD LLC.**, an Illinois Limited Liability Company with its principal offices at 100 Nugent Street, Glenwood, Illinois 60425 (the "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 Redevelopment Project Area.

C. The Developer has either entered into or will enter into a lease of certain first floor commercial condominium units in the Nugent Square Building with common addresses of 90 Nugent Square and 100 Nugent Square and further described by PINs 32-03-319-014-1007 and 32-03-319-014-1008 (the "Leased Property"). The Leased Property is located within the Redevelopment Project Area.

D. The "Developer" desires to renovate the Leased Property and operate a restaurant in the Leased Property that will be known as "Porkchop" that will seat approximately 75-90 patrons, include an approximately 800 square feet of kitchen space with related cooking, and food storage areas and equipment pursuant to applicable building codes and in substantial conformance to the concept plans attached hereto as Exhibit A.

E. The Village of Glenwood, after due and careful consideration, has concluded that the renovation, development and operation of the Leased Property as described herein will further the growth of the Village, facilitate the redevelopment of the entire 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 to residents of the Village, and otherwise be in the best interests of the Village by furthering health, safety, morals and welfare of its residents and taxpayers.

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

G. The Developer herein represents and warrants that its development and operation of the Leased Property requires economic assistance from the Village and that, but for the economic assistance contemplated herein, its development and operation of the Subject Property would not be economically viable at this time.

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, correct, 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

2.1 **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 revoke or amend any ordinances or resolutions adopted by the Village relating to the Redevelopment Project Area, the Redevelopment Plan or this Agreement without the prior written consent of the Developer. The Developer represents that it is authorized to do business in Illinois and that it has the power and authority to enter into this Agreement.

ARTICLE III
PROPERTY ACQUISITION, BUILD-OUT AND OPERATION

3.1 **Developer's Lease of the Leased Property.** The Developer shall enter into a lease for its build-out, development, and operation of the Leased Property for a period that is at least 5 years in length and includes an option to continue to lease the Leased Property for at least 3 additional 5 years terms. The Developer's lease of the Leased Property shall be in substantial conformance with the terms of the Lease attached hereto as Exhibit B.

3.2 **Developer's build-out and operation of the Leased Property.** The Developer shall complete the build-out of the Leased Property in a manner that is in substantial conformance with the concept plans that are attached as Exhibit A. The Developer's concept plans may be amended upon approval of the Village, which approval the Village shall not unreasonably withhold provided they comply with the minimum requirements as set forth below. The Developer shall build-out the Leased Property and operate a restaurant in the Leased Property that will be known as "Porkchop" and seat approximately 75-90 patrons, include an approximately 800 square feet of kitchen space with related cooking, food storage and preparation areas and equipment. The build-out of the restaurant shall be in compliance with applicable building codes. The Developer shall complete the build-out of the Leased Property and receive an occupancy permit for the operation of the restaurant on or before December 31, 2015, which date may be reasonably extended for unforeseen difficulties and occurrences. The restaurant shall be fully open for business to the general public within 30 days after the

Developer's receipt of an occupancy permit. The permanent improvements made by the Developer to the Leased Property shall include the following:

Permanent build-out of the Leased Property with a kitchen area, bar area, dining area, gaming area, waiting area, bathrooms, storage areas substantially in conformance with the concept plan attached as Exhibit A (subject to further modifications to the kitchen area) and related necessary plumbing, drainage, HVAC and electrical work.

The cost of the above described permanent improvements shall be not less than \$380,000.00.

Other non-permanent improvements and equipment that the Developer shall use for the operation of the restaurant shall include:

Tables, chairs, booths, other furniture, movable cooking and food preparation equipment, moveable storage racks, computer systems and other personal property typically necessary to prepare, serve and consume food and beverages and needed for the operation of a restaurant

The cost of the other non-permanent improvements shall be not less than \$140,000.00.

3.3 **Contingencies.** This Agreement and the Village's obligations under this Agreement shall be entirely and wholly contingent upon the occurrence of each and every one of the following:

- a. The Developer's entering into a lease for its build-out and use of the Leased Property in compliance with Section 3.1 on or before March 30, 2015.
- b. The Developer's build-out of a restaurant and its receipt of an occupancy permit for the operation of said restaurant within the Leased Property in compliance with Section 3.2.
- c. The Developer's opening of the restaurant for business to the general public within 30 days after its receipt of an occupancy permit and its continuous operation of the restaurant from that date onward.
- d. The Developer's payment of all real estate tax bills for the Leased Property promptly on or before the due date of such tax bills.
- e. The Developer's compliance with the terms of this Agreement.

ARTICLE IV
APPROVALS AND CONSTRUCTION

4.1 **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 build-out and improvements to the Leased Property. The Village shall review said application in accordance with all applicable ordinances, codes and regulations, and shall timely approve the application and Plans or provide a written description of the reasons that the application and/or the Plans have not been approved.

4.2 **Construction Approval.** Prior to commencing any work, the 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 build-out and improvements to the Leased Property in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations and this Agreement. The Developer shall not cause or permit any deviation from Village-approved engineering and construction plans and specifications without the Village's prior consent.

4.3 **Construction of Redevelopment Project.** The Developer shall commence construction of the build-out and improvements to the Leased Property promptly after approval by the Village of Developer's Plans. The Developer agrees to cause construction to proceed in a timely manner and in accordance with the Plans to be filed with, and approved by, the Village, and any other appropriate governmental or regulatory agency.

4.4 **No Liens.** No mechanics' or other liens shall be established against the Leased Property or against the funds to be paid to the Developer in connection with this Agreement 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 contests 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, provided that the Developer posts a bond or a letter of credit or obtains title insurance over any such lien for the benefit of its lender, 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.

4.5. **Agreement to Pay Taxes.** The Developer agrees that it shall pay or cause to be paid estate tax bills for the Leased Property promptly on or before the due date of such tax bills.

4.6 **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 build-out and improvements to the Leased Property, 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 improvements, and to pay all attorneys' fees, costs and expenses the Village incurs in enforcing the obligations of the Developer under this Agreement, except to the extent that such claim arises from the Village's failure to comply with the terms of this Agreement.

4.7 **Village's Right to Monitor and Inspect the work.** In addition to any other rights specified in this Agreement with regard to the construction of the build-out and improvements to the Leased Property, the Village shall have the right but not the obligation to inspect the construction site for the purpose of monitoring the progress of the work. 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 build-out and improvements to the Leased Property are 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 build-out and improvements, including the right to require code compliance and issue stop work orders or violation notices.

4.8 **Use of the Redevelopment Property.** The Developer shall occupy and utilize the Leased Property at all times when this agreement is in effect for the operation of a restaurant. The Village's obligations to the Developer under this Agreement may, at the discretion of the Village, be terminated if the Developer files for bankruptcy, becomes insolvent, or otherwise assigns its assets for the benefit of its creditors.

4.9 **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 Leased Property and to defend, indemnify and save the Village and its officers, agents, employees, engineers and attorneys (the "Indemnitees") harmless of, from and against such claims, damages, demands, expenses, liabilities and losses.

ARTICLE V **VILLAGE INCENTIVES TO THE DEVELOPER**

5.1 **Special Tax Allocation Fund.** The Special Tax Allocation Fund ("the Fund") shall mean a fund created by the Village pursuant to the Act and shall refer to incremental revenue generated from and received by the Village for its Main Street Redevelopment Project Area. **IT BEING UNDERSTOOD THAT THE VILLAGE'S OBLIGATIONS HEREUNDER SHALL NOT BE A GENERAL OBLIGATION OF THE VILLAGE BUT A LIMITED OBLIGATION PAYABLE SOLELY FROM THE SPECIAL TAX ALLOCATION FUND FOR THE VILLAGE'S MAIN STREET REDEVELOPMENT PROJECT AREA TO THE EXTENT FUNDS ARE AVAILABLE.** In the event the Special

Tax Allocation Fund for the Redevelopment Project Area has insufficient funds to pay any portion of the amount due the Developer, the unpaid amounts shall be paid as soon as sufficient funds are deposited into the Special Tax Allocation Fund for the Redevelopment Project Area.

5.2 **Renovation incentive to Developer.** The Parties acknowledge that the permanent improvements for the build-out of the restaurant within the Leased Property as provided for by this Agreement will be assisted in part by the reimbursement to the Developer of a portion of the Developer's costs as certified by the Village in the maximum amount of \$250,000.00 (Two Hundred Fifty Thousand Dollars). Developer shall not be reimbursed for items, equipment and other costs related to improvements that are not permanently affixed to the Leased Property. Such non-reimbursable improvement costs shall include, but are not necessarily limited to, the costs of tables, chairs, equipment, kitchen equipment, artwork, items that are not permanently attached to the Leased Property and property that is subject to being readily removed from the Leased Property upon the termination of the restaurants operation even though it may be attached to the Leased Property. No interest shall be paid on any incentive payments due to the Developer.

Developer acknowledges and agrees that the actual cost of its improvements and expenses may exceed the amounts specified herein and that Developer will not be entitled to any reimbursement that exceeds the maximum set forth in this Agreement.

5.3 **Timing of incentive payment to Developer.** The Village shall earmark \$250,000.00 of the funds currently existing in the Special Tax Allocation Fund for the Village's Main Street Redevelopment Project Area for reimbursement of the Developer's costs pursuant to this Agreement. The Developer shall not receive any reimbursement until the Developer has received an occupancy permit for the operation of the restaurant and has fully opened the restaurant for business for at least 30 days.

5.4 **Village's Right to Inspect Books and Records.** The Developer agrees that, for up to four years after receipt of an occupancy permit for the Leased Property, 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 build-out and improvements including, but not limited to, the following, if any: lease documents, loan statements, general contractor's sworn statements, general contracts, subcontracts, material purchase orders, waivers of lien, bank statements, evidence of payments made, paid receipts and invoices. This Village's rights and the Developer's obligations under this Section shall survive the termination of this Agreement.

5.5 **Reimbursement Application.** The Developer shall apply for the reimbursement of its permanent renovation costs pursuant to Section 5.2 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 Application shall be accompanied by such bills, statements, invoices, contracts, canceled checks evidencing payment, lien waivers, engineers and owner certificates or other evidence that the Village shall reasonably require to determine that the costs for which reimbursement is sought are eligible costs pursuant to Section 5.2 and the 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 Developer and its contractors and sub-contractors which contain information reasonably necessary for the Village to evaluate the application 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 there has 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. 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.

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.

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 and 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 5/11-74.4-3(q) of the Act.

5.6 Village's support of a Cook County Class 8 Property Tax Incentive. If requested by the Developer, the Village agrees to pass a resolution or ordinance supporting the Developer's application for a Cook County Class 8 Property Tax Incentive for the Leased Property. The Developer understands that a Class 8 property tax incentive must be granted by Cook County; that the Village has no authority, control or role in the decision to grant or not grant a Class 8 property tax incentive; and that any such Class 8 incentive is subject to all current and future Cook County ordinances, rules and procedures for the granting of such incentives. The Developer represents that it has made all inquiries it deems necessary and pertinent pertaining to its desire to obtain a Cook County Class 8 property tax incentive, and that it accepts all risk that such an incentive may not be granted at all or may not be granted in the form or manner desired by Developer. The Village shall have no liability or responsibility to the Developer (other than its obligation to support the Developer's request) or to anyone else if a Cook County Class 8 property tax incentive is not granted. It shall be the Developer's responsibility to apply for the Class 8 incentive. The Developer also agrees that its failure to obtain a Class 8 property tax incentive shall not be a material mistake of fact or a material mistake of law and that such failure shall not in any manner prevent the enforcement of any other

Developer obligation or Village obligation set forth in this Agreement. Provided the Developer is in compliance with this Agreement and has continuously operated the restaurant on the Leased Property from the date of its opening to the expiration of any initial Cook County Class 8 incentive granted by Cook County, the Village shall, upon receipt of a request from the Developer, pass a resolution or ordinance supporting the Developer's application for one renewal of the Cook County Class 8 Property Tax Incentive for the Leased Property that may at that time be available. The Village's obligation to support one renewal of any Cook County Class 8 incentive approved by Cook County shall survive the expiration of the Village's Main Street Redevelopment Project Area.

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) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party 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 been completed within thirty (30) days of the receipt of such notice. Upon a breach of this Agreement, the non defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, or may be awarded damages for failure of performance. 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.

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. Venue for any dispute shall be in Cook County, 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 therefor; 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 Developer:

Porkchop Glenwood LLC.
100 Nugent Street
Glenwood, Illinois 60425

With a Copy to:

Nugent Main Square, LLC.
30 Nugent St. #220
Glenwood, Illinois 60425

6.8 **Assignment.** The Developer agrees that it shall not sell, assign or otherwise transfer its 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) subject to the limitations of Section 6.8.

6.10 **Term of Agreement.** The term of this Agreement shall commence on the last date that it is signed by one of the parties and shall terminate upon the earlier of the following: (1) the completion of all required work and the reimbursement of all eligible Redevelopment Project Costs due to the Developer or (2) the termination of the Redevelopment Project Area pursuant to the terms of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et.seq.*

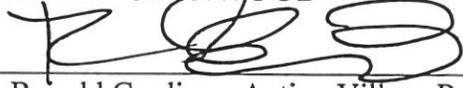
6.11 **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

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 **Execution.** Each party represents that it is authorized to enter into this agreement.

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

VILLAGE OF GLENWOOD

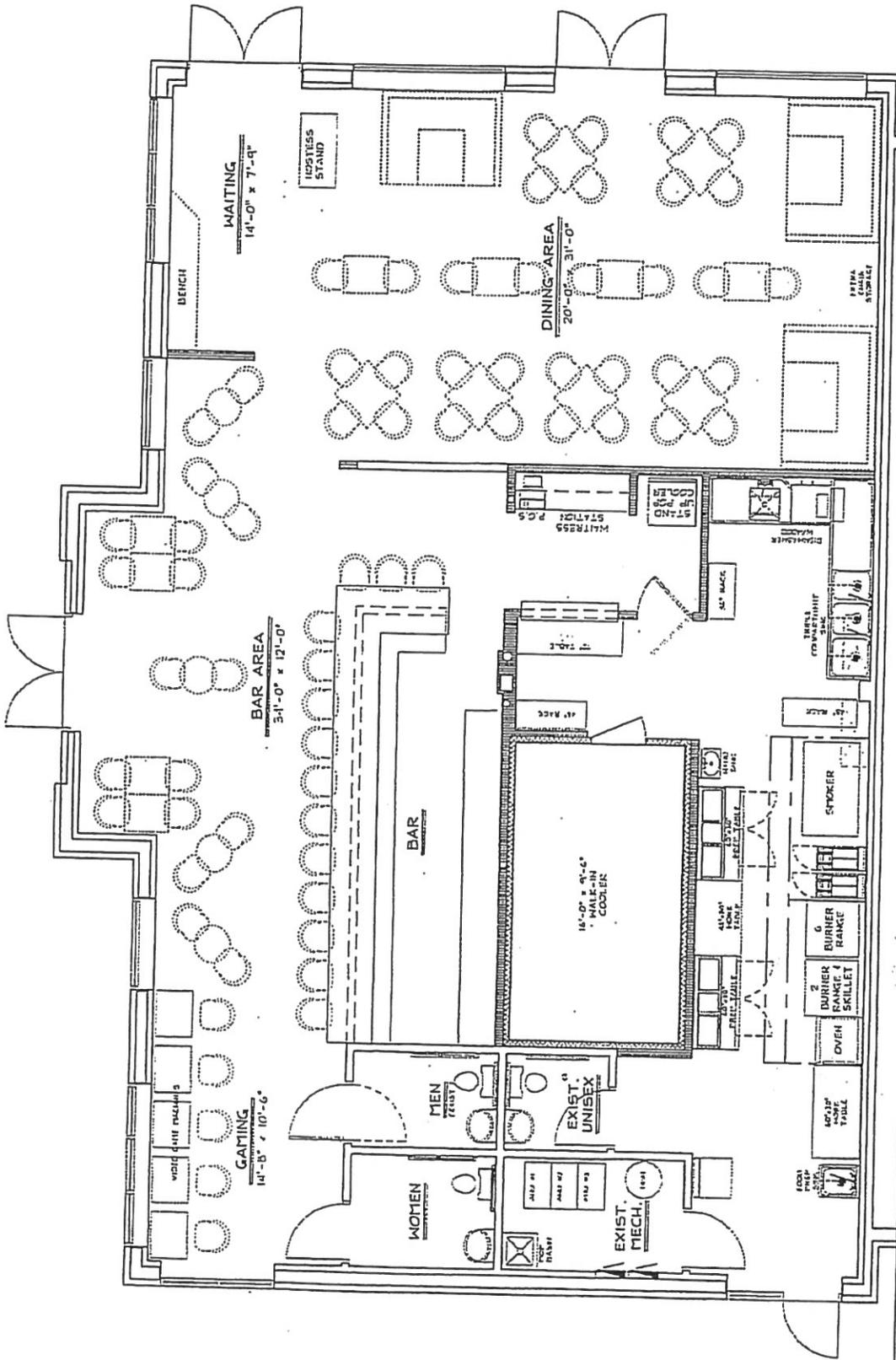
By: 
Ronald Gardiner, Acting Village President

Date: 4-21-15

ATTEST


Ernestine Dobbins, Village Clerk
Village of Glenwood

EXHIBIT A
(Developer's Concept Plans)



**PROPOSED FLOOR PLAN FOR
PORKCHOP GLENWOOD AT NUGENT SQUARE**

LEGEND
 --- FURN. TO REMAIN
 --- NEW CONSTRUCTION

14-PERSON BAR W/ADJUTANT 18 SEATS IN BAR AREA AND 49 SEATS IN DINING AREA
 C. ADAM ARCHITECTS INC. 2015

KITCHEN IS BEING MODIFIED!

EXHIBIT B
(Developer's Lease for the Leased Property)

ATTACHMENT K/L

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

Financial and Compliance Report
Year Ended April 30, 2015

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RSM US LLP

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, 2015 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 30, 2015, 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 53.6 percent, 58.1 percent and 27.8 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. We have not performed any procedures with respect to the audited financial statements subsequent to December 30, 2015.

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.

RSM US LLP

Chicago, Illinois
December 30, 2015

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Village of Glenwood, Illinois

Balance Sheet
Main Street Tax Increment Financing District Fund
April 30, 2015

Assets	
Cash and cash equivalents	<u>\$ 996,999</u>
Liabilities and Fund Balance	
Liabilities:	
Accounts payable	\$ 1,414
Fund balance:	
Restricted	<u>995,585</u>
Total liabilities and fund deficit	<u>\$ 996,999</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, 2015

Revenues:	
Property taxes	\$ 139,587
Miscellaneous	50,000
Total revenues	<u>189,587</u>
Expenditures:	
Current:	
Administration:	
Legal services	5,196
TIF improvements	309,180
Redevelopment agreements	417,236
Engineering services	5,608
Total expenditures	<u>737,220</u>
Deficiency of revenues under expenditures	(547,633)
Other financing sources (uses):	
Transfer in	278,929
Transfer (out)	(529,693)
Total other financing sources (uses)	<u>(250,764)</u>
Change in fund balance	(798,397)
Fund balance:	
May 1, 2014	<u>1,793,982</u>
April 30, 2015	<u>\$ 995,585</u>



RSM US LLP

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, 2015.

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, 2015.

This report is intended solely for the information and use of management, the 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.

RSM US LLP

Chicago, Illinois
December 30, 2015

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