

ORDINANCE NO. CO-2013-47

ORIGINAL

**AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES
FROM THE ST. CHARLES ROAD TAX INCREMENT FINANCING
REDEVELOPMENT PROJECT AREA FUND FOR VARIOUS ELIGIBLE TIF
IMPROVEMENT PROJECTS FOR CALENDAR YEARS 2013 AND 2014 AND
AUTHORIZING THE EXECUTION OF REIMBURSEMENT AGREEMENTS
FOR PRIVATE PARTY TIF IMPROVEMENT PROJECTS FOR
CALENDAR YEARS 2013 AND 2014**

WHEREAS, the President and Board of Trustees (the "**Corporate Authorities**") of the Village of Maywood, Cook County, Illinois (the "**Village**"), in an effort to revitalize the Village's local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, has adopted a redevelopment plan and project, designated a redevelopment project area, and adopted the use of tax increment finance ("**TIF**") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "**Act**"), for the St. Charles Road Tax Increment Financing Redevelopment Project Area (the "**Project Area**") (see **Exhibit "A,"** Project Area Boundary); and

WHEREAS, pursuant to the Act, the Village established the St. Charles Road Special Tax Allocation Fund ("**TIF Fund**") into which annual tax increment revenue from the Project Area has been and will continue to be deposited and from which expenditures have been and will continue to be made for eligible TIF redevelopment project costs, as authorized by the Act and in accordance with the Village-approved Redevelopment Plan and Budget for the Project Area (the "**Plan**"); and

WHEREAS, the Corporate Authorities of the Village have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the Project Area must be removed, certain infrastructure improvements must be made, and the Project Area must be redeveloped; and

WHEREAS, the removal of blight and adverse conditions, the completion of infrastructure improvements and the redevelopment of the Project Area require the expenditure of redevelopment project costs as defined in the Act and as summarized in the Plan by the Village; and

WHEREAS, under Ordinance No. CO-2013-20, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Plan, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Plan, to December 31, 2013, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2014; and

WHEREAS, it is necessary to consider and approve of the use of TIF funds during calendar years 2013 and 2014 to complete certain infrastructure improvement projects in order to stimulate reinvestment in the Project Area; and

WHEREAS, during calendar years 2013 and 2014, the Corporate Authorities have identified and approved the completion of the TIF improvement projects within the Project Area (collectively, the “**TIF Improvement Projects**”) that are identified in **Exhibit “B,”** which is entitled “St. Charles TIF Administration and Projects Sheet for 2013 and 2014,” and is attached hereto and made a part hereof. The total estimated St. Charles Road TIF funds that are expected to be available to be contributed to the TIF Improvement Projects for calendar year 2014 is \$6,810,328.00; and

WHEREAS, St. Charles Road TIF funds are to pay for portions of such TIF Improvement Projects, in whole or in part, that are deemed to be TIF-eligible expenses by the Corporate Authorities, subject to the provisions of this Ordinance and the provisions of reimbursement agreements that are to be entered into by the Village with each of the private parties, organizations and other governmental taxing bodies who have requested TIF funds (“**Requestors**”). A copy of the template “Reimbursement Agreement” is attached hereto as **Exhibit “C”** and made a part hereof. Reimbursement Agreements are not needed for the Village-related TIF Improvement Projects that are included on attached **Exhibit “B”**; and

WHEREAS, the Corporate Authorities of the Village approve of the Village entering into the template Reimbursement Agreement, attached hereto as **Exhibit “C,”** with each of the Requestors of the TIF Improvement Projects that are being approved by this Ordinance as set forth in attached **Exhibit “B,”** and further authorize and direct the Village President and the Village Clerk to execute the Reimbursement Agreements with such Requestors after approval and execution by the Requestors and attachment of the required exhibits, without further action by the Corporate Authorities; and

WHEREAS, it is desirable and in the best interests of the residents of the Village for the Corporate Authorities to authorize and cause the expenditure of TIF funds for the completion of the TIF Improvement Projects within the Project Area, which expenditures will be paid on or after the date of passage of this Ordinance (the “**Expenditures**”), subject to the provisions of this Ordinance and the Reimbursement Agreements.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: Recitals. Each of the whereas statements set forth in the preambles of this Ordinance are incorporated into this Ordinance as material provisions.

SECTION 2: Authority.

(a) The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such,

may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt.

(b) This Ordinance is adopted in connection with implementing the Plan in accordance with the Act.

(c) This Ordinance is a declaration of official intent under Treasury Regulation Section 1.150-2.

SECTION 3: Estimate of Expenditures.

(a) The Village intends to incur Expenditures in connection with the TIF Improvement Projects within the Plan and Project Area including, but not limited to, the following:

1. Costs of construction, rehabilitation, reconstruction, restoration and remodeling of the TIF Improvement Projects; and
2. Other TIF eligible expenses and costs that are listed in subsection 11-74.4-3 of the Act, including but not limited to, public works projects, improvements to public and private buildings, job training expenses, land assembly costs, TIF administrative costs and professional services fees, that relate to the TIF Improvement Projects; and

(b) The estimated Project costs listed in the St. Charles TIF Administration and Projects Sheet for 2013 and 2014, attached as **Exhibit "B,"** are "not to exceed" Project cost dollar amounts, which are subject to adjustment only upon approval of the Corporate Authorities.

(c) In regard to the line item budgets for the Requestors' TIF Improvement Projects that are included in the St. Charles TIF Administration and Projects Sheet for 2013 and 2014, attached as **Exhibit "B,"** some of these budgets contain certain work and expenses that are not TIF-eligible expenses, and, therefore, the Requestors may not receive 100% reimbursement from the Village for the full line item budget amount. The Requestors are obligated under the Reimbursement Agreement to use their own funds to complete any Project work that is not a TIF-eligible expense. The Corporate Authorities retain sole discretion to decide which Project costs are TIF-eligible for reimbursement in accordance with the Act and the recommendations from the Village Engineer and the Village Attorney.

(d) In order to be eligible for reimbursement of TIF funds, the Requestors shall approve and execute a Reimbursement Agreement (**Exhibit "C"**) with the Village.

SECTION 4: Authorization of Expenditures; Approval of Reimbursement Agreements. The expenditure of TIF funds is authorized up to the amounts set forth in Section 3 as set forth in the St. Charles TIF Administration and Projects Sheet for 2013 and 2014 (**Exhibit "B"**), or such additional amounts necessary to complete any of the

specified projects as subsequently approved or authorized by the Corporate Authorities, in their sole discretion, which may be withheld for any reason including but not limited to a lack of availability of TIF Funds or allocation of available TIF funds to complete Village-related TIF Improvements Projects that have higher priority status.

(a) **Priority for Village TIF Improvement Projects; Phasing.** In order to account for any potential shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, which would leave the Village with inadequate funds to complete all of the Village-related TIF Improvement Projects for 2013 and 2014, the Village's obligation to reimburse the Requestors for TIF-eligible expenses that relate to the Requestors' TIF Improvement Projects is subject to: (i) the availability of adequate TIF funds to first pay in full all of the Village-related TIF Improvement Projects for 2013 and 2014, which have priority over the Requestors' TIF Improvement Projects for which TIF reimbursement agreements have been authorized, and (ii) the sole authority and discretion of the Village to implement a phasing program for the Requestors' TIF Improvement Projects, to allocate the TIF-eligible work of the Requestors' TIF Improvement Projects into phases and to authorize reimbursement of such work on a phase-by-phase basis in order to preserve adequate TIF funds to first ensure completion of the Village-related TIF Improvement Projects. If a phasing program is implemented, the Corporate Authorities, in their sole discretion, will allocate available TIF funds to the Requestors' TIF Improvement Projects, on a phase-by-phase basis at dollar amounts set by the Corporate Authorities. In the event that the Village determines that there will be a shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, the Village will provide written notice to the Requestors of such fact and will inform the Requestors of the Village's ability to make additional reimbursements of TIF-eligible expenses under the Reimbursement Agreements or shall notify the Requestors of the implementation of a phasing schedule that will limit the amount of reimbursement based on available TIF funds or shall notify the Requestors that the Reimbursement Agreement shall terminate due to a lack of available TIF funds.

(b) **Illinois Prevailing Wage Act.** Because the TIF Improvement Projects involve the expenditure of TIF funds in the procurement of certain goods, supplies and materials and the construction of certain public improvements that benefit the Village residents and the public, the Village's contractors and the Requestors' contractors, and their respective subcontractors, who work on the TIF Improvement Projects are required to comply with the Illinois Prevailing Wage Act.

(c) **Approval of Reimbursement Agreements.** The Corporate Authorities of the Village approve entering into the template Reimbursement Agreement, attached hereto as **Exhibit "C,"** with each of the Requestors of the TIF Improvement Projects that are being approved by the Ordinance as set forth in attached **Exhibit "B,"** and further authorize and direct the Village President and the Village Clerk to execute the Reimbursement Agreements that have been approved and executed by the Requestors, after attachment of the required exhibits, without further action by the Corporate Authorities; and

SECTION 5: Public Inspection. This Ordinance shall be immediately available for inspection by the public at the office of the Village Clerk.

SECTION 6: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 7: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

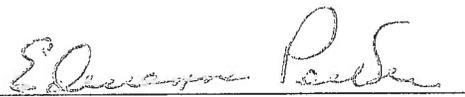
SECTION 8: Ratification. All actions of the Corporate Authorities, agents and employees of the Village that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 9: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

ADOPTED this 17th day of December, 2013, pursuant to a roll call vote as follows:

AYES: Mayor E. Perkins, Trustee(s) C. Ealey-Cross, A. Jaycox, A. Dorris, M. Rogers, M. Lightford and R. Rivers.
NAYS: None
ABSENT: None

APPROVED by me as Village President, and attested to by the Village Clerk, on the 17th day of December, 2013.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

Published by me in pamphlet form this 17th day of December, 2013.


VILLAGE CLERK

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, the duly elected, qualified and acting Village Clerk of the Village of Maywood, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Ordinance now on file in my office, entitled:

ORDINANCE NO. CO-2013-47

AN ORDINANCE AUTHORIZING CERTAIN EXPENDITURES FROM THE ST. CHARLES ROAD TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA FUND FOR VARIOUS ELIGIBLE TIF IMPROVEMENT PROJECTS FOR CALENDAR YEARS 2013 AND 2014 AND AUTHORIZING THE EXECUTION OF REIMBURSEMENT AGREEMENTS FOR PRIVATE PARTY TIF IMPROVEMENT PROJECTS FOR CALENDAR YEARS 2013 AND 2014

which was passed by the Board of Trustees of the Village of Maywood at a Regular Meeting of the Board of Trustees held on the 17th day of December, 2013, at which meeting a quorum was present, and approved by the President of Maywood on the 17th day of December, 2013.

I further certify that the vote on the question of the passage of the said Ordinance by the Board of Trustees of the Village of Maywood was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of Maywood, and that the result of the vote was as follows, to wit:

AYES: Mayor E. Perkins, Trustee(s) C. Ealey-Cross, A. Jaycox, A. Dorris, M. Rogers, M. Lightford and R. Rivers.

NAYS: None

ABSENT: None

I do further certify that the original Ordinance, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17th day of December, 2013.

By:  _____
Village Clerk

SEAL

EXHIBIT "A"

Project Area Boundary

(attached)

Village of Maywood

TIF DISTRICT BOUNDARIES



-  ST. CHARLES ROAD TIF DISTRICT
-  MARSHOM STREET / SEVEN AVENUE TIF DISTRICT
-  WOODMONT ROAD TIF DISTRICT

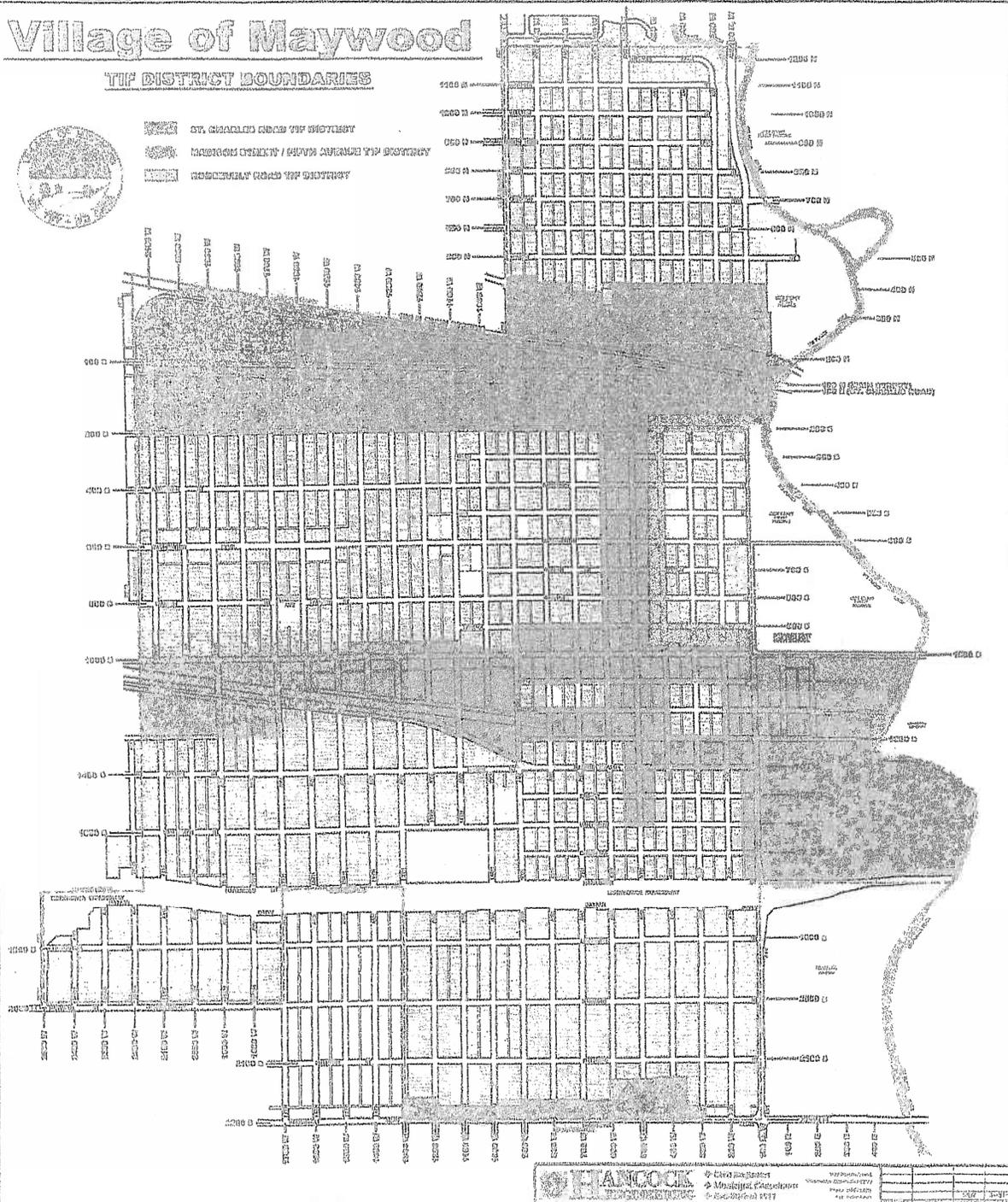


EXHIBIT "B"

St. Charles TIF Administration and Project Budget Sheet showing:

Projects, Budgeted and Estimated Revenues, Carryover Revenues for the 2013 TIF Budget, the 2013 TIF Projected Revenues, and the 2014 Ongoing and New Project Budget Data:

2013 Estimated Carryover TIF Funds:	\$2,910,328.00
2014 Estimated TIF Revenues:	\$3,900,000.00
Total Estimated TIF Funds for Calendar Year 2014:	\$6,810,328.00

(attached)

Project: St. Charles IIF Administration and Projects
 Revenue and Resources 2013 Budget 2013 Projected Carry Over 2014 Ongoing and New Projects
 Carry-over \$ 7,100,000.00 \$ 6,810,328.00

Project	2013 Budget	2013 Projected	Carry Over	2014 Ongoing and New Projects	Total Appropriation	Notes
FICA Taxes	\$ 13,866.00	\$ 13,866.00	\$ -	\$ -	\$ -	
IVRF	\$ 14,220.00	\$ 14,220.00	\$ -	\$ 14,143.32	\$ 14,143.32	
Medical/Dental/Vision	\$ 39,795.00	\$ 39,795.00	\$ -	\$ 14,504.40	\$ 14,504.40	
Regular Salaries	\$ 201,443.00	\$ 201,443.00	\$ -	\$ 40,550.10	\$ 40,550.10	
Health/Vision Insurance	\$ 30,966.00	\$ 30,966.00	\$ -	\$ 205,471.86	\$ 205,471.86	
Train Station	\$ -	\$ -	\$ -	\$ 31,585.32	\$ 31,585.32	Village Employee Administration costs
	\$ -	\$ -	\$ -	\$ 759,000.00	\$ 759,000.00	Phase I Engineering completed in FY 2013; total project cost estimated at \$2,271,000; Village to receive a
Train Station - Engineering and Architectural Services	\$ 290,000.00	\$ 50,000.00	\$ 240,000.00	\$ -	\$ 240,000.00	\$1,222,000 CMAQ grant for construction
Financial Consultant - IIF Reports	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	
Financial Audit Reports	\$ 10,800.00	\$ 10,800.00	\$ -	\$ -	\$ 10,800.00	
Engineering/Architectural	\$ 640,000.00	\$ 421,827.00	\$ 218,173.00	\$ -	\$ -	
Marketing Village Properties	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	
Incentive for New Business	\$ 500,000.00	\$ -	\$ 500,000.00	\$ -	\$ -	
Garbo Repair	\$ 25,000.00	\$ 21,000.00	\$ 4,000.00	\$ -	\$ -	
Water Lower Rehabilitation	\$ 360,000.00	\$ 360,000.00	\$ -	\$ -	\$ -	
Main Street Water Main	\$ 935,000.00	\$ 646,723.00	\$ 288,277.00	\$ -	\$ -	
Est Street Water Main and Street Improvement	\$ 290,000.00	\$ 212,044.00	\$ 77,956.00	\$ -	\$ -	
Fire Station Siding/Code Compliance	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	
Fire Station Architectural Services	\$ 846,000.00	\$ 22,040.00	\$ 823,960.00	\$ -	\$ -	
19th Avenue Improvements	\$ 246,000.00	\$ 901,376.00	\$ 55,376.00	\$ -	\$ -	
16th Avenue Water Main and Street Improvement	\$ 250,000.00	\$ 302,694.00	\$ 56,694.00	\$ -	\$ -	
Police Department Roof	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	
Police Department Roof Architectural	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	
20th and St. Charles Cul-de-sac	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	
19th and St. Charles Streetscape	\$ 10,000.00	\$ -	\$ 25,000.00	\$ -	\$ -	
Tumbrella Replacement	\$ 200,000.00	\$ 8,000.00	\$ 2,000.00	\$ -	\$ -	
200 S. Fifth Avenue Truck-pointing	\$ 573,401.00	\$ 250,000.00	\$ 50,000.00	\$ -	\$ -	
Completion of St. Charles/6th Avenue	\$ 197,177.00	\$ 333,000.00	\$ 240,401.00	\$ -	\$ -	
Lake Street IIF Grant Share	\$ 200,000.00	\$ 197,177.00	\$ -	\$ -	\$ -	
Est and Lake Environmental Remediation	\$ 50,000.00	\$ 21,369.00	\$ 178,631.00	\$ 200,000.00	\$ 200,000.00	
Facade Improvement Program	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ -	
Bank Fees	\$ -	\$ -	\$ 100.00	\$ -	\$ -	
NEW PROJECTS						
Bataan Day - Memorial Park	\$ -	\$ -	\$ 68,000.00	\$ -	\$ -	
Minwood Library	\$ -	\$ -	\$ 65,000.00	\$ -	\$ -	
Operation Uplift	\$ -	\$ -	\$ 200,000.00	\$ -	\$ -	
Police Station Elevator	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	
Police Station Lift Station Repair	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	
Engineering for Lift Station Repair	\$ -	\$ -	\$ 76,000.00	\$ -	\$ -	
Alley Improvements	\$ -	\$ -	\$ 440,000.00	\$ -	\$ -	
Engineering for Alley Improvements	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	
Job Creation Training	\$ -	\$ -	\$ 185,000.00	\$ -	\$ -	
1st and Ohio Pollution Remediation	\$ -	\$ -	\$ 85,000.00	\$ -	\$ -	
Park 5th Avenue Parking Lot	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	
Engineering for 5th Avenue Parking Lot	\$ -	\$ -	\$ 100,000.00	\$ -	\$ -	
Widows Home Clean up and Porch Improvement	\$ -	\$ -	\$ 17,000.00	\$ -	\$ -	
Cleanup of 11 15 S 5th Avenue	\$ -	\$ -	\$ 10,000.00	\$ 160,000.00	\$ 160,000.00	
Facade Improvement Program - Mariellas	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	
Facade Improvement Program - Try our Pallets	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	
Facade Improvement Program - 600 Lake St.	\$ -	\$ -	\$ 25,000.00	\$ -	\$ -	
Facade Improvement Program - Seaway	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	
Facade Improvement Program - 1110 St. Charles	\$ -	\$ -	\$ 934,000.00	\$ -	\$ -	
Facade Improvement Program - 1000 St. Charles	\$ -	\$ -	\$ 110,000.00	\$ -	\$ -	
Railroad Avenue Water Main and Street Improvement	\$ -	\$ -	\$ 6,809,655.00	\$ -	\$ -	
Engineering for Railroad Avenue Project	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL FOR CARRYOVER AND NEW PROJECTS			\$ 2,910,328.00			
Summary of Carryover			\$ 2,910,328.00			

TEMPLATE 12-13-13
REIMBURSEMENT AGREEMENT BETWEEN THE VILLAGE OF
MAYWOOD AND OPERATION UPLIFT REGARDING
TIF-ELIGIBLE PROJECT EXPENSES FROM
THE ST. CHARLES ROAD TAX INCREMENT FINANCING DISTRICT

This Reimbursement Agreement ("Agreement") is entered into this ___ day of December, 2013 ("Effective Date"), by and between the Village of Maywood ("Village"), an Illinois municipal corporation, and Operation Uplift ("Requestor"), an Illinois not-for-profit corporation (collectively the Village and the Requestor are the "Parties").

WITNESSETH:

WHEREAS, the President and Board of Trustees (the "Corporate Authorities") of the Village of Maywood, Cook County, Illinois (the "Village"), in an effort to revitalize the Village's local economy and provide for the comprehensive and coordinated development of an underutilized and blighted area within the Village, has adopted a "Redevelopment Plan and Project," designated a "Redevelopment Project Area," and adopted the use of tax increment finance ("TIF") in accordance with the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 *et seq.*, as amended (the "Act"), for the St. Charles Road Tax Increment Financing Redevelopment Project Area, which is generally bounded by 22nd Street on the west, Oak Street on the south, Erie Street on the North and the Cook County Forest Preserve on the east (the "TIF Project Area"); and

WHEREAS, pursuant to the Act, the Village established the St. Charles Road Special Tax Allocation Fund ("TIF Fund") into which annual tax increment revenue from the TIF Project Area has been and will continue to be deposited during the life of the TIF and from which expenditures have been and will continue to be made for eligible TIF redevelopment project costs, as authorized by the Act and in accordance with the Village-approved Redevelopment Plan and Budget for the TIF Project Area; and

WHEREAS, the Corporate Authorities have determined that, in order to encourage private investment and restore and enhance the tax base of the Village and affected taxing districts, certain blighting and adverse conditions within the TIF Project Area must be removed, certain infrastructure improvements must be made, and the TIF Project Area must be redeveloped, which will require the expenditure of redevelopment project costs as defined in the Act, as summarized in the TIF Project Area and Plan (the "Plan") by the Village; and

WHEREAS, under Ordinance No. CO-2013-20, approved at a public meeting on March 13, 2013, the Corporate Authorities extended the estimated date of completion of the Plan, and the estimated date of the retirement of all obligations incurred to finance redevelopment project costs as defined by the Plan, to December 31, 2013, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2014; and

WHEREAS, it is necessary to consider and approve of the use of TIF funds during calendar years 2013 and 2014 to complete certain Village approved projects in order to stimulate reinvestment in the TIF Project Area; and

WHEREAS, the Requestor has submitted a proposal and budget for a project located within the TIF Project Area that involves certain improvements (the "Project"), some of which are TIF-eligible expenses (the "Proposal and Budget"). The Proposal and Budget contains a

detailed description of the Project, a copy of which is attached hereto as Group Exhibit "A" and made a part hereof; and

WHEREAS, the Requestor has requested to be reimbursed TIF funds to pay for certain TIF-eligible project expenditures in relation to the Project; and

WHEREAS, it is desirable and in the best interests of the residents of the Village, and it is in the mutual best interests of the Village and Requestor to enter into this Agreement to authorize the expenditure of a certain limited amount of TIF funds to pay for the completion of certain portions of the Project that are deemed to be TIF-eligible expenses by the Village, in its sole discretion, which expenditures will be paid on or after the effective date of this Agreement and are further subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration and the agreed upon dollars to be paid in accordance with the terms of this Agreement, the respective covenants and agreements of the Parties set forth below, and other valuable consideration, the Parties agree as follows:

1. Authority. The Village is a duly constituted and organized home rule municipality, as described in Division 6 of Article VII of the Illinois Constitution of 1970, and, as such, may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to tax and incur debt.

- a. This Agreement is adopted in connection with implementing the Plan in accordance with the Act.
- b. This Agreement is a declaration of official intent under Treasury Regulation Section 1.150-2.

2. Estimate of Expenditures.

- a. The Village intends to reimburse the Requestor certain TIF-eligible expenditures in connection with the Project including, but not limited to, the costs of rehabilitation, reconstruction, restoration and remodeling of the buildings owned or maintained by the Requestor; and
- b. The estimated Project costs provided in the detailed Budget, which is attached as Group Exhibit A, are not to exceed \$200,000.00. The Proposal and Budget contains certain work and expenses that are not TIF-eligible expenses and therefore the Requestor is not entitled to reimbursement from the Village for the full Budget amount. The Requestor agrees that it will have to use its own funds to complete any Project work that is not a TIF-eligible expense. The Corporate Authorities shall retain sole discretion to decide which Project costs are TIF-eligible for reimbursement in accordance with the Act and the recommendations from the Village Engineer and the Village Attorney.

3. Authorization of Expenditures.

- a. In order to account for any potential shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, which would leave the Village with inadequate funds to complete all Village-approved public improvement projects for 2014, this Project and the other calendar year 2014 private projects for which TIF reimbursement agreements have been authorized, the Requestor agrees that the obligation of the Village to reimburse the Requestor for TIF-eligible expenses that relate to the Project is subject to: (i) the availability of adequate TIF funds to first pay in full all of the Village-approved public improvement projects for 2014, which have priority over this Project and any other 2014 private projects for which TIF

reimbursement agreements have been authorized, and (ii) the sole authority and discretion of the Village to implement a phasing program for the Project, to allocate the TIF-eligible work of the Project into phases and to authorize reimbursement of such work on a phase-by-phase basis in order to preserve adequate TIF funds to first ensure completion of the 2014 Village-approved public improvement projects. If a phasing program is implemented, the Village, in its sole discretion, will allocate available TIF funds to the Project and to the other 2014 private projects for which TIF reimbursement agreements have been authorized, on a phase-by-phase basis at dollar amounts set by the Village Board. Therefore, the Requestor agrees that there is no expectation or obligation of the Village to reimburse all of the TIF-eligible expenses set forth in the Proposal and Budget for the Project if the Village determines that there are inadequate TIF funds to first pay in full the 2014 Village-approved public improvement projects. In the event that the Village determines that there will be a shortfall of St. Charles Road TIF incremental revenues in calendar year 2014, the Village will provide written notice to the Requestor of such fact and will inform the Requestor of the Village's ability to make additional reimbursements of TIF-eligible expenses under this Agreement or shall notify the Requestor of the implementation of a phasing schedule that will limit the amount of reimbursement based on available TIF funds or shall notify the Requestor that the Agreement shall terminate due to a lack of available TIF funds. The Requestor agrees to waive, release and hold harmless the Village and its appointed and elected officials, president and trustees, employees, attorneys, volunteers, agents and representatives ("Affiliates") from any claims and causes of action that could be brought against the Village and its Affiliates for any of the actions taken by the Village in the preceding sentence.

- b. Subject to the limitations of Subsection 3(a) above and the "not to exceed dollar amount" set forth Section 2(b) above, the Village shall use St. Charles Road TIF funds to pay TIF-eligible expenses for the Project that are performed by the Requestor or its contractor(s), but only after the reimbursement requests are approved by the Village Engineer and the Corporate Authorities, as set forth in this Section. No other TIF-eligible expenses shall be added to this Project, unless the Parties mutually agree in writing to amend the Project description and Budget. Any TIF funds that are not contributed to the Project shall be available for spending on other TIF-eligible projects within the TIF Project Area. In the event that the Project costs exceed the Requestor's estimate of the "Total Cost" set forth in **Group Exhibit "A"** or there are inadequate TIF funds to reimburse the Requestor for TIF-eligible expenses, the Requestor agrees that it is responsible for payment of those extra costs to complete the Project. All TIF-eligible work, costs or expenses incurred by the Requestor after the Effective Date of this Agreement shall be reimbursed in accordance with the reimbursement process set forth in this Section. Any work, costs or expenses incurred by the Requestor prior to the Effective Date of this Agreement are not eligible for TIF reimbursement. Because this Project involves the expenditure of TIF funds in the construction of certain public improvements that benefit the Village residents and the public, the Requestor's contractors are required to comply with the Illinois Prevailing Wage Act.
- c. **TIF-eligible Redevelopment Project Costs.** The term "TIF-eligible Redevelopment Project Costs" shall mean and include all Project costs that are determined to be and defined as "redevelopment project costs" in Section 11-74.4-3(q) of the Act by the Village Board (upon recommendation of the Village Attorney and Village Engineer), which are eligible for reimbursement under the Act. The Requestor acknowledges that

TIF-eligible Redevelopment Project Costs do not, under the Act, include amounts including, but not limited to, any new construction, any kind of inventory, equipment, non-fixtures, and Requestor or contractor payrolls, benefit payments or salaries. In the event of default or termination of this Agreement, the Village shall have no obligation to make any future payments of any kind to the Requestor.

- d. **Reimbursements for TIF-eligible Redevelopment Project Costs.** The Requestor shall arrange all contractors, subcontractors and material suppliers to perform all work and deliver all materials and supplies in relation to the Project and, to the extent necessary, advance all funds and all costs necessary to (i) complete the Project and (ii) undertake other matters eligible for reimbursement pursuant to this Agreement in connection with the work for the Project. The Parties agree that the portion of the Requestor's costs that are not TIF-eligible for reimbursement shall be paid 100% by the Requestor. Subject to the limitations of Subsection 3(a) above and the "not to exceed dollar amount" set forth Section 2(b) above, any actual, documented TIF-eligible Redevelopment Project Costs shall be reimbursed from the St. Charles Road TIF funds held by the Village, from time to time upon written request of the Requestor and verification and approval by the Corporate Authorities after a finding and recommendation is issued by the Village Engineer that all work has been completed in accordance with this Agreement and any Village-approved Final Plans and applicable codes and regulations. Provided the appropriate, executed lien waivers, contractor sworn statement/affidavit and invoices for completed work or materials and supplies incorporated into the Project are tendered to the Village Engineer and approved, the Village will use the TIF funds to make direct payments to the Requestor, contractors, subcontractors or material suppliers in accordance with this Section, subject to the limitations set forth in this Agreement. If the Requestor's funds are used to pay any deposits or advances to any contractors, subcontractors or material suppliers that relate to TIF-eligible Redevelopment Project Costs, the Requestor may seek reimbursement from the Village in accordance with this Section. Where invoices or statements relate to work to be paid in part from the Requestor's own funds and in part from Village TIF funds, the allocation of reimbursement shall be determined by the Village Engineer and his/her determination shall be final.
- e. **Process of Reimbursement.** To establish a right of reimbursement for a specific TIF-eligible Redevelopment Project Cost, the Requestor shall submit to the Village Engineer a written statement in the form attached to this Agreement as **Exhibit "B"** ("**Request for Reimbursement**") setting forth the amount of reimbursement requested and the specific Redevelopment Project Costs for which reimbursement is sought. Each Request for Reimbursement shall be accompanied by such bills, contracts, invoices, lien waivers, contractor's sworn statement and affidavit or other evidence as the Village shall reasonably require to evidence completion of the Project work and the right of the Requestor to reimbursement under this Agreement. In each Request for Reimbursement, the Requestor shall itemize the total amount of the Project completed to date, the total amount of Requestor Project Costs expended to date and the total amount of TIF-eligible Redevelopment Project Costs expended to date. All records with respect to the administration and the construction of the Project shall be created and maintained in a manner reasonably satisfactory to the Village and which will facilitate a ready determination as to whether or not a particular item of cost is eligible for reimbursement pursuant to the Act and this Agreement. The Village Engineer shall have fifteen (15) days after receipt of any Request for Reimbursement from the Requestor to inspect the work and advise the Corporate Authorities of his/her decision to approve or

disapprove any of the expenditures for which reimbursement is sought in such request and, if disapproved, to provide the Requestor in writing and in detail with an explanation as to why the Village Engineer is not prepared to approve of such reimbursement; provided, that the only reasons for disapproval of any expenditure for which reimbursement is sought shall be that such expenditure is not a TIF-eligible Redevelopment Project Cost or that the documentation therefore is insufficient or the work is not complete or has not been performed in accordance with this Agreement or the Village-approved Final Plans and applicable codes and regulations. The Corporate Authorities will act on the Village Engineer's recommendation at the next available Corporate Authorities meeting.

- f. Notwithstanding any other provision of this Agreement to the contrary, if for any reason the Village is required by applicable law to make any payment to another taxing district in connection with the private development activities of the Requestor with respect to this Agreement, the amount of such payment shall be paid by the Requestor or shall be a prior charge or lien against the amount or percentage of incremental taxes otherwise to be credited or payable to the Requestor under this Agreement.

4. Additional Provisions Applicable To Both Parties

- a. All notices and requests required pursuant to this Agreement shall be sent via certified mail, return receipt requested, and addressed as follows:

<p>To the VILLAGE:</p> <p>Village Manager Village of Maywood 40 East Madison Street Maywood, Illinois 60153</p> <p>(p) 708/450-6301 (f) 708/681-8811</p>	<p>To the REQUESTOR:</p>
<p>With a Copy to:</p> <p>Michael T. Jurusik Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903</p> <p>(p) 312/984-6400 (f) 312/984-6444</p>	<p>With a Copy to:</p>

- or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) days written notice to the other.
- b. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- c. This Agreement shall inure to the benefit of, and shall be binding upon, the Village and the Requestor, and their respective successors and assigns.
- d. Nothing in this Agreement shall be construed to indicate that the Village is liable in any manner for any of the debts or obligations of any kind of the Requestor.

- e. In the event that any third party or parties institutes any legal proceedings against the Requestor and/or the Village, which relate to the terms of this Agreement or the Project; then, in that event, the Requestor shall indemnify and hold harmless the Village and its appointed and elected officials, president and trustees, employees, attorneys, volunteers, agents and representatives from any and all such proceedings, including any damages, judgments or losses and the litigation costs and expenses and legal fees and witness costs incurred by the Village relative to such proceedings. Upon receiving notice of any such legal proceedings, the Village, through its own selected attorneys, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings and the Requestor shall pay any and all litigation-related costs and expenses and legal fees relating thereto. The Requestor shall reimburse the Village from time to time on written demand and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the Village in connection therewith.

If the Requestor determines that there is, or may probably be, a conflict of interest between the Village and the Requestor on an issue of material importance to the Requestor, or which may reasonably have a potentially substantial adverse effect on the Requestor, then the Requestor, at its own cost, shall have the option of being represented by its own legal counsel.

In the event that the Village institutes legal proceedings against the Requestor for a breach of this Agreement, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against the Requestor all costs and expenses of such legal proceedings incurred by the Village, including but not limited to court costs, attorneys' fees and witnesses' fees incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

- f. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.
- g. The respective Village and Requestor officers who have executed this Agreement warrant that they have been lawfully authorized by the governing Board of the Village and the Corporate Authorities of the Requestor to execute this Agreement on behalf of the Village and the Requestor. The Village and the Requestor shall, upon request, deliver to each other copies of any and all documents reasonably required to legally evidence the authority to so execute this Agreement on behalf of the respective parties.
- h. This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.
- i. If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that the Village or Requestor does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the Village or Requestor from performance under such invalid provision of this Agreement.
- j. The Village and the Requestor shall act in good faith and take all necessary actions to cooperate with each other to fulfill their mutual obligations under this Agreement.

k. This Agreement shall be signed last by the Village, and the Village President shall affix the date on which he signs this Agreement on page 1 hereof, which date shall be the effective date of this Agreement.

IN WITNESS WHEREOF, this Agreement as of the date and year first written above.

VILLAGE OF MAYWOOD

OPERATION UPLIFT

By: _____
Village President

By: _____
Director

Date: _____, 2013

Date: _____, 2013

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary

Its: _____

Date: _____, 2013

Date: _____, 2013

GROUP EXHIBIT "A"

Project Proposal, Detailed Budget and Itemization of
TIF-Eligible Costs for the Project

(attached)

EXHIBIT "B"

Form Of Request For Reimbursement

[Date]

Village of Maywood
40 Madison Street
Maywood, Illinois 60153
Attention: Village Engineer

Re: TIF Reimbursement Agreement, dated _____, 2013
By and Between the Village of Maywood, Illinois and
Operation Uplift ("REQUESTOR")

You are requested to disburse funds from the St Charles Avenue Tax Increment Allocation Fund pursuant to Section ___ of the Redevelopment Agreement described above in the amount(s), to the person(s) and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO.: _____

2. PAYMENT DUE TO: _____

3. AMOUNT TO BE DISBURSED: \$ _____

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Requestor for those Redevelopment Project Costs detailed in Schedule I attached to this Request for Reimbursement.

5. The undersigned certifies that:

(i) the amounts to be reimbursed pursuant to this Request for Reimbursement were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;

(ii) the expenditures for which amounts are requisitioned represent proper, eligible Reimbursement Costs, have not been included in any previous Request for Reimbursement, have been properly recorded on the Requestor's books, and are set forth in Section ____, with paid invoices attached for all sums for which reimbursement is requested;

(iii) the moneys requisitioned are not greater than those necessary to reimburse Requestor for its funds actually advanced for eligible Reimbursement Costs;

(iv) the amount of eligible Reimbursement Costs to be reimbursed in accordance with this Request for Reimbursement, together with all amounts reimbursed

to the Requestor pursuant to Section ____ of the Redevelopment Agreement is not in excess of \$____,000; and

(v) The Requestor is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Requestor that would prevent the performance of its obligations under Redevelopment Agreement.

6. Attached to this Request for Reimbursement are copies of invoices or statements and other supporting documents that relate to all items for which reimbursement is being requested.

OPERATION UPLIFT, LLC

By: _____

Title: _____

APPROVED:

VILLAGE OF MAYWOOD, ILLINOIS

By: _____
Village Engineer

Date: _____

By the Corporate Authorities of the Village of Maywood

By: _____

Mayor

Date: _____

EXHIBIT "C"

Template Reimbursement Agreement

(attached)