

RESOLUTION NO. 2017- 50

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
A DIRECT PAYMENT - REIMBURSEMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT
REGARDING TIF-ELIGIBLE PROJECT EXPENSES FROM
THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT
(Certain Rehabilitation Costs of the Maywood Park District Building
Located at 809 West Madison Street)**

WHEREAS, the President and Board of Trustees of the Village of Maywood ("Village") desire to enter into an agreement entitled "Direct Payment - Reimbursement Agreement Between The Village Of Maywood And The Maywood Park District Regarding TIF-Eligible Project Expenses From The Madison Street / Fifth Avenue Tax Increment Financing District (Certain Rehabilitation Costs of the Maywood Park District Building Located at 809 West Madison Street)", a copy of which is attached hereto as **Exhibit "1"** (the "Agreement") and made a part hereof, subject to the terms contained in the Agreement; and

WHEREAS, the Maywood Park District desires to enter into the Agreement, subject to the terms contained in the attached Agreement (**Exhibit "1"**); and

WHEREAS, the Agreement relates to the Maywood Park District's (the "Park District") request for TIF incentives from the Madison Street / Fifth Avenue Tax Increment Fund for a building rehabilitation project located at 809 West Madison Street within the TIF Project Area that involves certain building rehabilitation and on-site improvements (the "Project"), some of which are TIF-eligible expenses (the "TIF-Eligible Project Costs"). The building is owned by the Park District. The submitted TIF Incentive Request and Project Budget (Maywood Park District TIF Incentive Request Letter dated August 30, 2017 and Use of TIF Dollars Summary Sheet and Williams Architects Design Development Cost Estimate dated July 24, 2017) contains a detailed description of the Project, a copy of which is attached to the Agreement as **Group Exhibit "A"**. The amount of the requested TIF Funds equals Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00) and consists of the following TIF-Eligible Project Costs:

- \$80,000.00 for mechanical system purchase / installation / improvements
 - \$80,000.00 for electrical system purchase / installation / improvements
 - \$90,000.00 for plumbing system purchase / installation / improvements
 - **\$35,000.00 for 8th Avenue Parking Lot improvements**
- \$285,000.00 TOTAL; and

WHEREAS, the President and Board of Trustees of the Village have determined that the TIF-Eligible Project Costs are eligible for reimbursement from the Madison Street / Fifth Avenue TIF Fund because they are "costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures," which are eligible TIF costs. 65 ILCS 5/11-74.4-3(q)(3). In addition, the Village's Madison Street/Fifth Avenue TIF Redevelopment Project and

Plan, dated January 22, 1997, ("Madison Street/Fifth Avenue TIF Plan") specifically identifies "Building Rehabilitation" as an approved Redevelopment Improvement and Activity; and

WHEREAS, the Village of Maywood and the Maywood Park District are authorized to enter into the Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and the applicable provisions of the Illinois Municipal Code, including the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), and the Illinois Park District Code; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have determined that it is in the Village's best interests to enter into the attached Agreement with the Maywood Park District.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, AS FOLLOWS:

SECTION 1: The recitals set forth above are incorporated by reference into this Section 1 as material terms.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve and authorize the execution of the attached "Direct Payment - Reimbursement Agreement Between The Village Of Maywood And The Maywood Park District Regarding TIF-Eligible Project Expenses From The Madison Street / Fifth Avenue Tax Increment Financing District (Certain Rehabilitation Costs of the Maywood Park District Building Located at 809 West Madison Street)" (the "Agreement"), a copy of said Agreement being attached hereto as **Exhibit "1"** and made a part hereof. Further, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Village Clerk, or their designees, to execute said Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement.

ADOPTED this 3rd day of October, 2017, pursuant to a roll call vote as follows:
AYES: Mayor Perkins, Trustee(s) I. Brandon, K. Wellington and R. Rivers
NAYS: Trustee A. Sanchez
ABSENT: Trustee(s) H. Yarbrough and M. Lightford

APPROVED this 4th day of October, 2017, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

Exhibit "1"

**Direct Payment - Reimbursement Agreement Between The Village Of Maywood And
The Maywood Park District Regarding TIF-Eligible Project Expenses From
The Madison Street / Fifth Avenue Tax Increment Financing District**

**(Certain Rehabilitation Costs of the Maywood Park District Building
Located at 809 West Madison Street)**

(attached)

**DIRECT PAYMENT - REIMBURSEMENT AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE MAYWOOD PARK DISTRICT
REGARDING TIF-ELIGIBLE PROJECT EXPENSES FROM
THE MADISON STREET / FIFTH AVENUE TAX INCREMENT FINANCING DISTRICT**

**(Certain Rehabilitation Costs of the Maywood Park District Building
Located at 809 West Madison Street)**

This Reimbursement Agreement ("Agreement") is entered into this ___ day of _____, 2017 (the "Effective Date"), by and between the Village of Maywood ("Village"), an Illinois municipal corporation, and the Maywood Park District ("Requestor"), an Illinois not-for-profit corporation. (The Village and the Requestor are at times herein referred to individually as a "Party" and collectively as the "Parties.") THIS AGREEMENT PROVIDES FOR THE DIRECT PAYMENT BY THE VILLAGE OF INVOICES SUBMITTED BY THE REQUESTOR'S CONTRACTOR(S), FROM TIME TO TIME, PROVIDED THAT THE WORK IS DETERMINED TO BE COMPLETED AND IS ACCEPTED BY THE REQUESTOR IN WRITING, AFTER INSPECTION BY THE VILLAGE CODE ENFORCEMENT STAFF AND THE VILLAGE ENGINEER, AND THE CONTRACTOR(S) SUBMITS TO THE VILLAGE AND THE REQUESTOR A COMPLETED, FULLY EXECUTED SWORN CONTRACTOR STATEMENT AND AFFIDAVIT AND ALL SUPPORTING LIEN WAIVERS AND A COMPLETED, FULLY EXECUTED VILLAGE-APPROVED REQUEST FOR REIMBURSEMENT FORM. PROGRESS PAYMENTS ARE ALLOWED UNDER THIS DIRECT PAY / REIMBURSEMENT PROCESS.

WITNESSETH:

WHEREAS, the President and Board of Trustees (the "Corporate Authorities" or "Village Board") 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 financing ("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 Madison Street / Fifth Avenue Tax Increment Financing Redevelopment Project Area (the "TIF Project Area"); and

WHEREAS, pursuant to the Act, the Village established the Madison Street / Fifth Avenue 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 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 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-2013-12, 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, 2020, subject to receipt and expenditure of 2013 incremental real estate tax revenues during calendar year 2021; and

WHEREAS, it is necessary to consider and approve of the use of funds in the TIF Fund to complete certain Village-approved projects in order to stimulate reinvestment in the TIF Project Area; and

WHEREAS, the Maywood Park District (the "Requestor") has submitted a request for TIF incentives and a related project budget (the "TIF Incentive Request and Project Budget") for a building rehabilitation project located at 809 West Madison Street within the TIF Project Area that involves certain building rehabilitation and on-site improvements (the "Project"), some of which are TIF-eligible expenses (the "TIF-Eligible Project Costs"). The building is owned by the Requestor. The TIF Incentive Request and Project Budget (Maywood Park District TIF Incentive Request Letter dated August 30, 2017 and Use of TIF Dollars Summary Sheet, and Williams Architects Design Development Cost Estimate dated July 24, 2017) contains a detailed description of the Project, a copy of which is attached hereto as Group Exhibit "A" and made a part hereof. The amount of the requested TIF Funds equals Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00) and consists of the following TIF-Eligible Project Costs:

- \$80,000.00 for mechanical system purchase / installation / improvements
 - \$80,000.00 for electrical system purchase / installation / improvements
 - \$90,000.00 for plumbing system purchase / installation / improvements
 - \$35,000.00 for 8th Avenue Parking Lot improvements
- \$285,000.00 TOTAL; and

WHEREAS, the Corporate Authorities of the Village have determined that the TIF-Eligible Project Costs are eligible for reimbursement from the Madison Street / Fifth Avenue TIF Fund because they are "costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures," which are eligible TIF costs. 65 ILCS 5/11-74.4-3(q)(3). In addition, the Village's Madison Street/Fifth Avenue TIF Redevelopment Project and Plan, dated January 22, 1997, ("Madison Street/Fifth Avenue TIF Plan") specifically identifies "Building Rehabilitation" as an approved Redevelopment Improvement and Activity; 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 the 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 after the effective date of this Agreement, 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, the sufficiency of which is acknowledged, 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, using a "direct payment to the contractor" reimbursement method, agrees to pay, on behalf of the Requestor, the designated TIF-Eligible Project Costs in connection with the Project, including, but not limited to, the costs of rehabilitation, reconstruction, restoration and remodeling of the building and parking lot owned by the Requestor in an amount not to exceed Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00); and
- b. The approved TIF-Eligible Project Costs provided in the detailed TIF Incentive Request Project and Budget, which is attached as Group Exhibit "A". The TIF Incentive Request Project and Budget contains certain work and expenses that are not or may not be 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 or grant funds to complete any Project work that is not a TIF-eligible expense or that is not included within the Village-approved TIF-Eligible Project Costs. If a question arises in regard to whether certain work qualifies as one of the components of the detailed Village-approved TIF-Eligible Project Costs or as being TIF-eligible for reimbursement in accordance with the Act, the Corporate Authorities retain sole discretion to decide whether or not to reimburse such costs based on the recommendations of the Village Engineer and the Village Attorney.

3. Authorization of Expenditures.

- a. **Availability of TIF Funds.** In order to account for any potential shortfall of Madison Street / Fifth Avenue TIF Incremental revenues in calendar year 2017 and calendar year 2018, which would leave the Village with inadequate funds to complete all Village-approved public improvement projects for calendar years 2017 and 2018, this Project and the other calendar year 2017 and calendar year 2018 private projects for which TIF reimbursement agreements have been authorized, the Requestor agrees that the obligation of the Village to reimburse the Requestor for the TIF-Eligible Project Costs 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 calendar year 2017 and calendar year 2018, which have priority over this Project and any other calendar year 2017 and calendar year 2018 private projects for which TIF reimbursement agreements have already 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 calendar year 2017 and calendar year 2018 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 calendar year 2017 and calendar year 2018 private projects for which TIF reimbursement agreements have already 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 Project Costs set forth in the TIF Incentive Request and Project Budget for the Project if the Village determines that there are inadequate TIF funds to first pay in full the calendar year 2017 and calendar year 2018 Village-approved public improvement

projects. In the event that the Village determines that there will be a shortfall of Madison Street/Fifth Avenue TIF incremental revenues in calendar year 2017 or calendar year 2018, 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 the TIF-Eligible Project Costs 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 this 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. **Reimbursement.** Subject to the limitations of Section 3.a. above and the "not to exceed dollar amount" set forth Section 2.b. above, the Village shall use Madison Street/Fifth Avenue TIF funds to pay the TIF-Eligible Project Costs for the Project that are completed by the Requestor or its contractor(s), but only after the reimbursement requests are approved by the Village Code Enforcement Staff, the Village Engineer and the Corporate Authorities, as set forth in this Agreement. 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 and enter into an addendum to this Agreement. 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 actual costs to complete one or more Project components exceeds the Requestor's estimate of the Project Costs as 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 shall be required to comply with the Illinois Prevailing Wage Act, as applicable.
- c. **TIF-Eligible Redevelopment Project Costs.** The term "TIF-Eligible Redevelopment Project Costs" shall mean and include all "TIF-Eligible Project Costs" or other 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 payrolls, benefit payments or salaries 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.** THIS AGREEMENT PROVIDES FOR THE DIRECT PAYMENT BY THE VILLAGE OF INVOICES SUBMITTED BY THE REQUESTOR'S CONTRACTOR, PROVIDED THAT THE WORK IS DETERMINED TO BE COMPLETED AND IS

ACCEPTED BY THE REQUESTOR IN WRITING, AFTER INSPECTION BY THE VILLAGE CODE ENFORCEMENT STAFF AND THE VILLAGE ENGINEER, AND THE CONTRACTOR SUBMITS TO THE VILLAGE AND THE REQUESTOR A COMPLETED, FULLY EXECUTED SWORN CONTRACTOR STATEMENT AND AFFIDAVIT AND ALL SUPPORTING LIEN WAIVERS. 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, 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 Section 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 PAID TO THE CONTRACTOR(S) from the Madison Street/Fifth Avenue 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's 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 payment requested and the specific Redevelopment Project Costs for which payment 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 request payment 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) calendar 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: Attn: Village Manager Village of Maywood 40 East Madison Street Maywood, Illinois 60153 (p) 708-450-6301 (f) 708-681-8811</p>	<p>To the REQUESTOR: Attn: President / CEO Maywood Park District 921 South 9th Avenue Maywood, Illinois 60153 (p) 708-344-4740 (f) 708-344-1553</p>
<p>With a Copy to: Michael T. Jurusik Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive Suite 1660 Chicago, Illinois 60606-2903 (p) 312-984-6400 (f) 312-984-6444</p>	<p>With a Copy to: Steven Hinton Hinton & Jones Law Offices Suite #504 1701 South First Avenue Maywood Illinois 60153 (p)708-345-9780 (f) 708-</p>

- or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) calendar 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 witness fees incurred in connection therewith. Either Party may, in its sole discretion, appeal any judgment rendered in relation thereto.

- f. Failure of either 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 the other Party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of either 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. Compliance With Laws. The Parties agree to observe and comply with all federal, State and local laws, codes and ordinances applicable to the Project. The Parties to this Agreement shall comply with all applicable federal, State and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:
 - (i) Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of either

720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.

- (ii) Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). If applicable, each Party certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. If applicable, each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Admin. Code 750.160).
- (iii) Conflict of Interest. Each Party represents and certifies that, to the best of their own respective knowledge: (1) no employee or agent of the Village is interested in the business of the other Party or this Agreement; (2) as of the date of this Agreement, neither Party nor any person employed or associated with either Party has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Party nor any person employed by or associated with either Party shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

- I. 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, the Parties hereto have executed this Agreement, and the date of the last signatory below shall be inserted on page 1 of this Agreement.

VILLAGE OF MAYWOOD

MAYWOOD PARK DISTRICT

By: _____
Name: _____
Village President

By: _____
Name: _____
President

Date: _____, 2017

Date: _____, 2017

ATTEST:

ATTEST:

By: _____
Name: _____
Village Clerk

By: _____
Name: _____
Secretary

Date: _____, 2017

Date: _____, 2017

Group Exhibit "A"

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

Maywood Park District TIF Incentive Request Letter dated August 30, 2017
and Use of TIF Dollars Summary Sheet

Williams Architects Design Development Cost Estimate dated July 24, 2017

(attached)

Exhibit "B"

Form Of Request For Reimbursement

{Date}

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

Re: TIF Reimbursement Agreement, dated _____, 201__
By and Between the Village of Maywood, Illinois (the "Village")
and the Maywood Park District (the "Requestor")

THIS FORM REQUESTS DIRECT PAYMENT BY THE VILLAGE OF INVOICES SUBMITTED BY THE REQUESTOR'S CONTRACTOR(S), FROM TIME TO TIME, PROVIDED THAT THE WORK IS DETERMINED TO BE COMPLETED AND IS ACCEPTED BY THE REQUESTOR IN WRITING, AFTER INSPECTION BY THE VILLAGE CODE ENFORCEMENT STAFF AND THE VILLAGE ENGINEER, AND THE CONTRACTOR(S) SUBMITS TO THE VILLAGE AND THE REQUESTOR A COMPLETED, FULLY EXECUTED SWORN CONTRACTOR STATEMENT AND AFFIDAVIT AND ALL SUPPORTING LIEN WAIVERS AND A COMPLETED, FULLY EXECUTED VILLAGE APPROVED REQUEST FOR REIMBURSEMENT FORM. PROGRESS PAYMENTS ARE ALLOWED UNDER THIS DIRECT PAY - REIMBURSEMENT PROCESS. The Village has requested to disburse funds from the Madison Street / Fifth Avenue Tax Increment Allocation Fund (or the Escrow which contains such funds) pursuant to the Reimbursement 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 Reimbursement 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 pay the Contractor for those Redevelopment Project Costs detailed in Schedule J 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 the attachments to this FORM, 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 the Reimbursement Agreement, is not in excess of Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00) ("TIF-Eligible Project Costs"); and

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

MAYWOOD PARK DISTRICT

By: _____

Name: _____

President

Date: _____, 2017

APPROVED:

VILLAGE OF MAYWOOD, ILLINOIS

By: _____

Name: _____

Village Manager

Date: _____

By: _____

Name: _____

Village Engineer

Date: _____

Approved By the Corporate Authorities of the Village of Maywood

on _____, 201__

